

1 administrative procedures through Request for Proposals Number
2 ED22-023 Guaranteed Income Pilot Program Implementation & Administrator (“RFP”), and
3 City has determined that CONTRACTOR and its employees are qualified, licensed, if so
4 required, and experienced in performing the services related to the Program as further
5 described below; and

6 WHEREAS, City desires to have CONTRACTOR assist the City in utilizing
7 ARPA Funds to perform the services related to the Program, and CONTRACTOR is willing
8 and able to do so on the terms and conditions, including exhibits, in this Agreement and
9 federal terms and conditions related to the use of ARPA Funds;

10 WHEREAS, the terms of any RFP/RFQ, if applicable, and the terms and
11 conditions of the CONTRACTOR’S application (and any amendments thereto as may be
12 approved by the City), and the terms and conditions of the ARPA Funds awarded to the
13 City and in the Final Rule are incorporated herein by reference; and

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

16 1. PROGRAM. The City agrees to provide funding to the
17 CONTRACTOR for the Guaranteed Income Pilot Program Implementation & Administrator
18 (“Program”). The anticipated scope of work for the Program is set forth in CONTRACTOR’S
19 Scope of Work attached hereto as Exhibit “A” as well as CONTRACTOR’S Budget attached
20 hereto as Exhibit “B”, each incorporated by this reference.

21 2. GRANT FUNDS. The CONTRACTOR hereby acknowledges and
22 agrees that the City’s total contribution for the CONTRACTOR’S approved Program shall
23 not exceed Four Hundred Sixty Thousand, Nine Hundred Fifteen Dollars (\$460,915).

24 3. COMPLIANCE WITH FEDERAL ARPA-SLFRF LAWS AND
25 GUIDELINES. When disbursing ARPA Funds to beneficiaries under the Program, the
26 CONTRACTOR shall comply with all federal laws and requirements of the SLFRF Statute
27 (Title VI of the Social Security Act Sections 602 and 603, as added by Section 9901 of
28 ARPA); the US Treasury’s Final Rule (31 CFR 35; 87 FR 4338); the terms and conditions

1 of the US Treasury's award of ARPA Funds to City, and any and all compliance and
2 reporting requirements for the expenditure of SLFRF funds as outlined in the Compliance
3 and Reporting Guidance for State and Local Fiscal Recovery Funds (issued by the US
4 Treasury on 11/5/21, Version 2.0) (collectively, "SLFRF Program requirements").
5 CONTRACTOR shall adhere to such SLFRF Program requirements whether or not such
6 requirements are specifically described in this RFP; and to the extent any provisions of this
7 RFP conflict with such federal requirements, the SLFRF Program requirements shall
8 control.

9 4. SAM.GOV REGISTRATION. CONTRACTOR must have an active
10 registration in good standing with the System for Award Management (SAM)
11 (<https://www.sam.gov>) and maintain such registration to receive federal funds during the
12 Grant Term as defined below.

13 5. GRANT AMOUNT, INVOICING, AND METHOD OF PAYMENT.
14 Grant funding shall be expended by CONTRACTOR for authorized eligible expenditures in
15 accordance with the Program Budget attached hereto as Exhibit "B" and incorporated by
16 this reference. The City will issue payment based upon services rendered and invoiced.
17 CONTRACTOR shall submit invoices per the requirements as outlined in Exhibit A. City
18 shall pay CONTRACTOR within 30 (thirty) days following receipt from CONTRACTOR of
19 invoices in the format approved by the City. CONTRACTOR shall certify on the invoices
20 that CONTRACTOR has performed the services in full conformance with this Agreement
21 and is entitled to receive payment. CONTRACTOR shall have adequate financial
22 management systems and internal controls in place to account for the expenditure of
23 federal funds under the Program.

24 6. GRANT TERM. The term of this Agreement shall commence upon
25 execution of this Agreement by the City Manager ("Commencement Date") and, subject to
26 the termination provisions of paragraph 9, end two years from the Commencement Date
27 unless the Program is completed sooner (the "Term"). CONTRACTOR shall not begin work
28 until the Agreement Term has commenced and until CONTRACTOR'S evidence of

1 insurance has been delivered to and approved by City. The Term is subject to the
2 termination provisions of this Agreement. In performance of the Program, all expenditures
3 must be incurred by CONTRACTOR and all services must be provided by CONTRACTOR
4 within the Term, and in no event may CONTRACTOR distribute ARPA Funds to grant
5 recipients after December 31, 2026. City will not be obligated to reimburse expenses
6 incurred after the Agreement Term, and CONTRACTOR will be obligated to repay City for
7 any funds received but not expended within the Term.

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

19 8. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its
20 performance reporting with City's representative, Courtney Chatterson. CONTRACTOR
21 shall assist the City in the reporting required by the SLFRF Program. In order to facilitate
22 the City's reporting, CONTRACTOR must have a robust system to track programmatic data
23 and provide reports to the City that detail expenditures and key performance indicators as
24 requested by City. CONTRACTOR will be required at a minimum to submit quarterly and
25 annual reports to City within ten (10) days of the close of the City's SLFRF reporting period.
26 CONTRACTOR shall provide any reports requested by City regarding performance of the
27 Agreement in the form requested by City and shall be provided in a timely manner as
28 requested by City and as outlined in CONTRACTOR's Scope of Work attached hereto as

1 Exhibit "A."

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

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

13 B. City and CONTRACTOR may mutually agree to terminate this
14 Agreement.

15 C. Termination is not an exclusive remedy but will be in addition
16 to any other rights and remedies provided in equity, by law, or under this Agreement.
17 Following termination by City, CONTRACTOR shall continue to be obligated to City
18 for the return of grant funds in accordance with applicable provisions of this
19 Agreement. In the event of termination under this section, City's obligation to
20 reimburse CONTRACTOR is limited to allowable costs incurred and paid by the
21 CONTRACTOR prior to the effective date of termination, and any allowable costs
22 determined by City in its sole discretion to be reasonable and necessary to cost-
23 effectively wind up the Agreement. Termination of this Agreement for any reason
24 or expiration of this Agreement shall not release the parties from any liability or
25 obligation set forth in this Agreement that is expressly stated to survive any such
26 termination or expiration.

27 D. Notwithstanding any expiration or termination of this
28 Agreement, the rights and obligations pertaining to the grant, cooperation and

1 provision of additional information, return of grant funds, audit rights, records
2 retention, public information, and any other provision implying survivability shall
3 remain in effect after the expiration or termination of this Agreement.

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

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

21 11. CONFLICT OF INTEREST SAFEGUARDS. The CONTRACTOR will
22 establish safeguards to prohibit its employees from using their positions for a purpose that
23 constitutes or presents the appearance of personal or organizational conflict of interest or
24 personal gain, whether for themselves or others, particularly those with whom they have
25 family, business, or other ties. The CONTRACTOR will operate with complete
26 independence and objectivity without actual, potential, or apparent conflict of interest with
27 respect to its performance under this Agreement.

28 12. FRAUD, WASTE, AND ABUSE. The CONTRACTOR understands

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

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

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

25 15. INDEPENDENT CONTRACTOR. In performing its services,
26 CONTRACTOR is and shall act as an independent contractor and not an employee,
27 representative or agent of City. CONTRACTOR shall have control of CONTRACTOR'S
28 work and the manner in which it is performed. CONTRACTOR shall be free to contract for

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

9 16. INSURANCE.

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

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

1 subrogation against City, its boards and commissions, and their officials,
2 employees and agents.

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

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

10 (d) If use of vehicles is part of the scope of services, commercial
11 automobile liability insurance (equivalent in scope to ISO form CA 00 01 06
12 92), covering Auto Symbol 1 (Any Auto) in an amount not less than
13 \$500,000 combined single limit per accident.

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

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

27 D. If this coverage is written on a "claims made" basis, it must
28 provide for an extended reporting period of not less than one hundred eighty (180)

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

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

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

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

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

28 17. INDEMNITY.

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

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

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

1 Parties.

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

4 18. LAWS AND REGULATIONS. In addition to the SLFRF Program
5 requirements outlined in paragraph 3 above, the CONTRACTOR shall be responsible for
6 being fully informed of all City, state and federal laws, ordinances, codes, rules and
7 regulations, which in any manner may affect this Agreement and the performance thereof.

8 19. CIVIL RIGHTS COMPLIANCE: In performing its obligations
9 pursuant to the Agreement, CONTRACTOR shall comply with all applicable legal
10 requirements relating to nondiscrimination and nondiscriminatory use of Federal funds.
11 Those requirements include ensuring that the CONTRACTOR does not deny benefits or
12 services, or otherwise discriminate on the basis of race, color, national origin (including
13 limited English proficiency), disability, age, or sex (including sexual orientation and
14 gender identity), in accordance with the following authorities: Title VI of the Civil Rights
15 Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the
16 Department's implementing regulations, 31 CFR part 22; Section 504 of the
17 Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law
18 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20
19 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28;
20 Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the
21 Department's implementing regulations at 31 CFR part 23.

22 20. REMEDIES NOT EXCLUSIVE. The express provision herein of
23 certain measures that may be exercised by the City for its protection shall not be construed
24 to preclude the City from exercising any other or further legal or equitable right to protect
25 its interests.

26 21. JURISDICTION/VENUE. This Agreement shall be construed in
27 accordance with the laws of the State of California, and the venue for any legal actions
28 brought by any party with respect to this Agreement shall be the County of Los Angeles,

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

9 22. ASSIGNMENT. The CONTRACTOR may not assign rights or duties
10 under an award, or subcontract delivery of services, without the prior written consent of the
11 City. Such consent shall not relieve the CONTRACTOR of liability in the event of default
12 by its assignee.

13 23. CONSTRUCTION OF AGREEMENT. The masculine shall be
14 deemed to embrace and include the feminine and the singular shall be deemed to embrace
15 and include the plural whenever required in the context of this Agreement.

16 24. NOTICES. Any notices to be given under this Agreement shall be
17 given in writing. Such notices may be served by personal delivery, facsimile transmission
18 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall
19 be effective two (2) calendar days after the date of mailing of the same, and when served
20 by facsimile transmission or personal delivery shall be effective upon receipt. For the
21 purposes hereof, the address of City, and the proper person to receive any such notices
22 on its behalf, is: Eric Romero, 411 W. Ocean Blvd., 10th Floor, Long Beach, CA 90802; and
23 the address of CONTRACTOR for such notices is 2040 E. Mariposa Avenue, El Segundo,
24 CA 90245.

25 25. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no
26 representations as to the tax consequences associated with the disbursement of grant
27 funds related to this Agreement, and any determination related to this issue is the sole
28 responsibility of the CONTRACTOR. CONTRACTOR acknowledges consulting with its

1 own tax advisors or tax attorneys regarding this transaction or having had an opportunity
2 to do so prior to signing this Agreement. CONTRACTOR acknowledges the City cannot
3 provide advice regarding the tax consequences or implications of the grant funds disbursed
4 to CONTRACTOR under the terms of this Agreement.

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

17 27. SIGNATURE AUTHORITY. By signing this Agreement, each
18 individual executing this Agreement on behalf of the CONTRACTOR represents and
19 warrants that such individual has been duly authorized by any necessary action of the
20 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the
21 CONTRACTOR to the terms of this Agreement.

22 28. OWNERSHIP OF DATA. All materials, information and data
23 prepared, developed, assembled or recorded by CONTRACTOR or furnished to
24 CONTRACTOR in performance of this Agreement, including but not limited to documents,
25 estimates, calculations, studies, maps, graphs, charts, computer disks, computer source
26 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
27 information, material, memorandum, binary files (e.g. user-submitted attachments), all
28 tabular data, data gathered/generated during the course of CONTRACTOR providing end-

1 user support, helpline phone recordings, and grant applicant/beneficiary information
2 (“Data”) shall be the exclusive property of City. Data shall be given to City, in a format
3 reasonably identified by City, and City shall have the unrestricted right to use and disclose
4 the Data in any manner and for any purpose without payment of further compensation to
5 CONTRACTOR. Copies of Data may be retained by CONTRACTOR but CONTRACTOR
6 warrants that Data shall not be made available to any person or entity for use without the
7 prior approval of City. This warranty shall survive termination of this Agreement.

8 29. DATA ACCESS. City strongly prefers programmatic access to
9 software systems via a well-documented Application Programming Interface (API) using
10 modern frameworks. Other preferred means of data access include direct connections with
11 common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or
12 data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.) Within seven (7)
13 calendar days of a request by City, CONTRACTOR shall make available to the City all
14 Data contained within any system(s) covered as part of this Agreement in a non-
15 proprietary, machine-readable format.

16 30. CONFIDENTIALITY. CONTRACTOR shall keep all Data confidential
17 and shall not disclose the Data or use the Data directly or indirectly, other than in the course
18 of performing its services, during the term of this Agreement or following expiration or
19 termination of this Agreement. In addition, CONTRACTOR shall keep confidential all
20 information, whether written, oral or visual, obtained by any means whatsoever in the
21 course of performing its services for the same period of time. CONTRACTOR shall not
22 disclose any or all of the Data to any third party, or use it for CONTRACTOR’S own benefit
23 or the benefit of others except for the purpose of this Agreement.

24 31. BREACH OF CONFIDENTIALITY. CONTRACTOR shall not be liable
25 for a breach of confidentiality with respect to Data that: (a) CONTRACTOR demonstrates
26 CONTRACTOR knew prior to the time City disclosed it; or (b) is or becomes publicly
27 available without breach of this Agreement by CONTRACTOR; or (c) a third party who has
28 a right to disclose does so to CONTRACTOR without restrictions on further disclosure; or

1 (d) must be disclosed pursuant to subpoena or court order.

2 32. COPYRIGHTS AND PATENT RIGHTS.

3 A. City reserves the exclusive right to seek and obtain copyright
4 registration on any Data or other result arising from CONTRACTOR'S performance of this
5 Agreement. By executing this Agreement, CONTRACTOR assigns any ownership interest
6 CONTRACTOR may have in the Data to City.

7 B. CONTRACTOR warrants that CONTRACTOR'S performance of this
8 Agreement does not violate or infringe any patent, copyright, trade secret or other
9 proprietary right of any other party. CONTRACTOR agrees to and shall protect, defend,
10 indemnify and hold City, its officials and employees harmless from any and all claims,
11 demands, damages, loss, liability, causes of action, costs or expenses (including
12 reasonable attorney's fees) whether or not reduced to judgment, arising from any breach
13 or alleged breach of this warranty.

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

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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.

_____, 2022
By _____
Name _____
Title _____
_____, 2022
By _____
Name _____
Title _____

FUND FOR GUARANTEED INCOME, INC., a Delaware corporation

"CONTRACTOR"

CITY OF LONG BEACH, a municipal corporation

September 20, 2022
By Pinda F. Tatum
City Manager

"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on September 13, 2022.

CHARLES PARKIN, City Attorney
By Lauren E. Misajon
Lauren Misajon, Deputy

Exhibit A
Scope of Work (SOW)

Project/Activity	Guaranteed Income Pilot
Contractor	Fund for Guaranteed Income (F4GI) <i>(Hereinafter referred to as "Contractor")</i>

The City of Long Beach Economic Development Department (City), shall contract with Fund for Guaranteed Income (F4GI) to administer and deliver the services described in this Scope of Work and the corresponding Long Beach Recovery Act Services Agreement.

I. Project Summary

Fund for Guaranteed Income (F4GI) will be responsible for implementing and administering the Long Beach Guaranteed Income Pilot Program (Pilot). Guaranteed Income (GI) is a cash transfer program that provides regular, unrestricted and unconditional direct payments to individuals or entire households. These payments help offset basic living expenses so that program participants can pay for housing, food, healthcare, and transportation, among other living expenses, so that they can work and care for their families without falling into poverty or losing their jobs.

II. Goals

The goal of the Pilot is to increase the monthly income of the City's most vulnerable residents with the highest unemployment, highest rates of violence and whom have had the greatest continued impact from COVID-19.

During the 12-month Pilot, \$1.5 million will be distributed in direct payments in the form of guaranteed income to 250 families living at or below the poverty line in the 90813 zipcode.

Over the course of the Pilot, the program will have achieved the following:

1. 250 or more households will have participated within the treatment group;
 - a) Program participants will be Single Headed Households with incomes at or below the poverty line in the 90813 zip code;
2. Each participating household will have received \$500 a month for twelve months;
3. Each participating household will have access to multiple payment options;

4. Each household will have access to expert financial benefits counseling to ensure that zero impact will be had on any participant's local, county, State or federal public benefits; and
5. City will have received viable recommendations on how to fund, sustain and expand Guaranteed Income within the City

III. Scope of Work

F4GI will be responsible for the administration and implementation of the Pilot. F4GI shall provide services in support of the Pilot that includes but are not limited to the following:

1. Create and operate a customizable digital (electronic) payment solution capable of supporting multiple payment distribution types for maximum flexibility of participants;
2. Enrollment of selected Pilot participants and facilitate receipt of payments;
3. Create and maintain an overall Pilot website and/or portal to promote the program and serve as a live public dashboard for performance metrics;
 - o The website should be compatible and connected to the City's Recovery website, for use by participants, City staff and the City's Pilot Research and Evaluation vendor;
 - o Should include both Pilot and City branding;
 - o Be compatible with mobile communications devices;
 - o Website content should be made available in English, Spanish, Khmer and Tagalog, in accordance with the City's Language Access Plan
4. Provide case management services, including:
 - o Resolution of any issues related to payment distribution;
 - o Financial benefits counseling to ensure that zero impact will be had on any participant's local, county, State or federal public benefit;
5. Provide support for ongoing data collection and information sharing to City staff and the City's selected Pilot Research and Evaluation Partner;
 - o Assist the City in identifying additional financial resources, including grants, fundraising opportunities or other strategies to grow the Pilot.
 - o Provide documentation and audit trail that meets program requirements, including but not limited to the following:
 - Provide all information that the City deems necessary, including but not limited to weekly funding obligation amounts, expenditures, and projections;

- Manage a technology-driven duplication of benefits process that ensures compliance with Federal law;
 - Facilitate issuance of 1099 Miscellaneous Tax forms tax process for any payments deemed taxable;
 - Transfer data, files, and records to the City to be retained for future audits;
 - Scale the Pilot if additional funding becomes available. This may include (but is not limited to) the following:
 - the ability to increase the number of participants;
 - the ability to track separate cohorts of participants;
 - the ability to invoice separately based on the funding source;
 - the ability to flexibly modify program elements to meet the requirements of new funding, including record keeping, reporting and audit requirements
6. Set up a customer service phone hotline and chat feature on the portal specifically for Long Beach participants, assisting with payment questions, portal access, and troubleshooting ad hoc participant problems.
7. Collaborate with the City's selected Pilot Research and Evaluation vendor throughout the Pilot to conform with the Pilot design and to ensure appropriate data collection and information sharing in support of the overall evaluation of the program.
8. Lead funding strategy to raise additional funding from private donors to increase or expand cash disbursements for the program.
- Create public facing website, press releases, and social media assets to attract private donors.
 - Create and manage funder materials including pitch decks, fact sheets, and any other materials needed to communicate with and pitch to private donors
 - Collaborate with the City to create a pipeline of prospective donors, outreach to donors, schedule meetings, and create funding strategy with ask amounts based on research of aligned donors.
 - Research and present additional grant opportunities to the City. Lead grant writing efforts in collaboration with City staff.

IV. Performance Metrics

The City will track the agreed upon performance metrics on a regular basis. Additional or alternative metrics may be included and adjusted over time as needed.

EXHIBIT A

Metric	Description	Target	Data Source
Number of participants enrolled	The total number of Pilot participants that receiving the guaranteed income	250	Monthly reports
Number of payments issued on time	The total number of payments issued on a monthly basis	100%	Monthly reports
Percentage of payment issues resolved	The percentage of participant payments issues that are resolved	100% of issues resolved on a monthly basis	Monthly reports
Impact on Public Benefits	Number of participants whose public benefits are decreased as a result of Pilot funds	Zero participants' benefits are impacted	Quarterly reports
Funding Options	Number of viable funding options presented to the City to expand the program	Minimally, present funding solutions to increase the number of potential participant households to 1,000+	Monthly reports

V. Contract Management

The City will provide F4GI consistent support and communication throughout the process. The City will designate a liaison to be the primary contact and will send out reminders to F4GI before reporting, invoice, and narrative metrics are due to provide clarification about deadlines and answer any questions. In addition, F4GI shall identify a lead project manager that will be available to speak and answer questions from City staff as needed.

F4GI will be required to obtain prior City approval for key program decisions and implementation of the Pilot. This includes but is not limited to the following:

1. Recommendations on program design;
2. Website/portal and communications materials design;
3. Fundraising pitches, events, and grant opportunities;

4. Participant payment enrollment process;
5. Payment resolution procedure
6. Sample reports for required data, including number of participants, number of payments issued, number of payment issues resolved, and others to be determined;
7. Process for creating an escrow account and a schedule of deposits made by the City to said account to process payments to Pilot participants (if applicable).

VI. Timeline

F4GI will implement the Pilot in three main phases, Planning, Pre-Pilot Launch, and Implementation. To ensure the Pilot is launched in a timely manner F4GI will adhere to the following timeline:

- **August 2022 – September 2022 – website/portal, communications preparation and fundraising launch along with finalizing pilot planning**
- **October 2022 – November 2022-Pilot Launch**
- **December 2022-December 2023 – Full Pilot Cohort**
- **December 2023 – August 2024 – Ongoing Extended Pilot Implementation pending additional monies secured and Pilot closeout**

F4GI shall inform the City of any delays or concerns in meeting the timeline. This timeline may be adjusted at any time by mutual agreement between F4GI and the Project Manager.

VII. Communications and Reporting

F4GI and City staff shall meet weekly during the implementation stage to review project status, address project issues, assess opportunities to improve effectiveness and efficiency, and actively work toward the launch of the Pilot.

Once the Pilot has launched, the F4GI and City staff shall meet bi-weekly to review project status and performance, address project issues, assess opportunities to improve effectiveness and efficiency, and review service data and monitor performance.

VIII. Vendor Invoicing & Payments

The City shall pay F4GI an amount not to exceed \$460,915 for the complete and satisfactory performance of the terms of this Agreement. The City will issue payment based upon services rendered. F4GI shall submit invoices to the City

for services rendered keeping administrative and direct payment costs in separate invoices. At minimum invoices must include the following information:

1. Organization logo, name, and address
2. Forwarding payment address (if different than the business address)
3. Amount applied to administrative costs or Amount remitted to participants with subtotals if applicable
4. Invoice number
5. Date of invoice
6. Purchase Order (PO) number
7. Identify name of department, program, and program lead
8. Summarize title of services performed and service period
9. **Supporting Documentation:**
 - a. Monthly Payroll Registers and receipts to coincide with admin costs reported
 - b. Monthly listing of participants to whom payment was remitted
 - c. Monthly reporting attesting to participants' eligibility
 - d. Monthly and/or quarterly performance metrics reports
10. Certification language on the invoices that organization has performed the services in full conformance with the Agreement and is entitled to receive payment.

Invoice(s) must be submitted the **10th of the month via email to the City Liaison and Project Manager.**

IX Performance Reports

During the duration of the program F4GI will give monthly reports and updates regarding how participants are interacting with the program. F4GI will provide data on the participants choice of payment methods, how they interact with the payments portal and support the research team when needed.

- Payday reports: F4GI will provide monthly reports sharing the amount distributed to participants and the distribution of payments sent by transfer method (Venmo, PayPal, prepaid card, direct deposit).
- Customer Service report: F4GI will report on customer service metrics and satisfaction to identify strengths and areas of improvement and ensure all participants receive quality support regardless of language preference.
- Payment platform usage analytics: F4GI will provide anonymized platform usage analytics, to help determine which features of the Long Beach portal experience can be improved and which community resources are most often requested.

EXHIBIT A

- Monthly Survey Reports: F4GI will provide an overview of monthly survey completion
- Economic impact assessment: F4GI will support the chosen research team to provide data for the year 1 Economic Impact Assessment (if needed).
- Program Dashboard: F4GI will keep a public webpage that shows live statistics, participant testimonies, and program updates. Provide data to the LB Recovery Act office to display on the public dashboard.

EXHIBIT B

EXHIBIT B

BUDGET SUMMARY

City Program information

A1. Department: City of Long Beach, Department of Economic Development A2. Program: Long Beach Guaranteed Income Pilot

Vendor information

B1. Name: FUND FOR GUARANTEED INCOME B2. FEIN: 86-1909049

C1. Program Name: Long Beach Guaranteed Income Pilot
 C2. Phone Number: 1 833 801 0464
 C3. E-mail Address: info@f4gi.org

D. Program Budget Year:

2022 - 2023

D1. Type of Expenditure	D2. Account Number	D3. City of Long	D4. F4GI Share	D5. Total Cost
Personnel		\$362,000	\$284,327	\$646,327
Fringe Benefits		\$29,753	\$23,367	\$53,120
Operating/Technical		\$14,282	\$49,500	\$63,782
Professional and Technical Services		\$43,580	\$0	\$43,580
Travel		\$5,050	\$0	\$5,050
Materials and Supplies		\$6,250	\$0	\$6,250
Equipment		\$0	\$0	\$0
Other		\$0	\$0	\$0
TOTALS		\$460,915	\$357,194	\$818,109

F. Percentage of total program costs covered by Fund for Guaranteed Income **44%**

EXHIBIT B

PERSONNEL BUDGET									
Bidder:	Fund for Guaranteed Income				Department:				
Program Name:	Long Beach Guaranteed Income Pilot				City of Long Beach, Department of Economic Development				
Personnel Budget Allocation:	2022				Long Beach Guaranteed Income Pilot				
A1.	A2.	A3.	A4.	A5.	A6.	A7.	A8.	A9.	
Program Director	1	\$100,000	100.00%	39	\$60,000	\$90,000	\$150,000		Oversees end-to-end implementation and management, including partnerships. Monitors progress against key program goals and indicators, collecting necessary data to document progress and make adjustments to improve services and practices. Point of contact between F4GI and research team. Assists independent research team with randomized lottery for participant selection. Ensures F4GI complies with all guidelines and requirements of the Department of Economic Development, the City of Long Beach, and American Rescue Plan Act, and acts as point person at F4GI to support City Staff with federal reporting requirements, if necessary. Administers payments to program participants, securely and efficiently. Tracks spending and payment data and provides that information as requested to City Staff and program evaluator. Handles all technology for the program, including setting up program on F4GI's system and ensuring all necessary integrations with City of Long Beach's systems. Responsible for maintenance of technology platform, including the collection and hosting of secure participant data. Monitors program expenditures and verifies proper fiscal controls are in place across the program.
Program Manager	1	\$80,000	100.00%	39	\$52,500	\$67,500	\$120,000		Provides expertise on program's focus populations. Manages advisory council, collecting community feedback. Responsible for end to end participant experience using client and community feedback. Focused on minimizing participant burden throughout the entire duration of the program. Designs and executes clear, culturally appropriate communications for program participants, partners, and the City of Long Beach including program materials, media campaigns, press releases, social media posts, reports, and more. Responsible for portal, public facing site, application and administration dashboard development.
Participant Experience & Communications Lead	1	\$70,000	75.00%	39	\$37,500	\$41,250	\$78,750		Temporary hire during enrollment. Ensures application and enrollment processes flag applicants at high risk of benefits loss by identifying any potential loss or reduction of benefits due to program participation. Provides individual benefit counseling to ensure that participants at high risk of benefits loss understand the potential impact of their participation on benefits.
Engineering Team	1	\$75,000	100.00%	39	\$60,000	\$52,500	\$112,500		Manages Customer Service staff. Responsible for identifying areas of improvement within customer service workflow and providing solutions. Ensures customer service is culturally competent and mitigates barriers for participants. During Enrollment: Provides high quality support during enrollment to ensure every participant can successfully enroll in the program and F4GI's technology platform.
Benefits Lead	1	\$60,000	100.00%	10	\$20,000	\$3,077	\$23,077		During Implementation: Provides empathetic, affirming, and professional support to participants, including answering questions about the program and assisting with any payment or platform issues that arise. Escalates issues as needed to Customer Service Manager.
Customer Service Manager	1	\$60,000	50.00%	39	\$45,000	\$0	\$45,000		
Customer Service Associate	2	\$39,000	100.00%	39	\$87,000	\$30,000	\$117,000		
A10. Personnel Totals	8				\$362,000	\$284,327	\$646,327		

EXHIBIT B

B. Fringe Benefits and Total Personnel Cost

Item	City Share	F4GI Share	Total Cost	Calculations
B1a. Social Security	\$22,445	\$17,828	\$40,073	= .0620 x Line 10; for 2022, the wage base limit is \$147,000.
B1b. Medicare	\$5,249	\$4,123	\$9,372	= .0145 x Line 10; there is no wage base limit.
B2. State Unemployment Insurance	\$2,000	\$1,570	\$3,570	3.4% on first \$7,000 of payroll. City Share is proportional.
B3. State Workers Compensation	\$0	\$0	\$0	N/A for CA
B4. Employment Training Tax	\$59	\$46	\$105	0.001% on first \$7,000 of payroll. City Share is proportional.
B5. Other (Please list)	\$0	\$0	\$0	
B6. Fringe Benefits Totals (B1-5)	\$29,753	\$23,367	\$53,120	
B7. Personnel Costs Totals (Line A10 plus Line B6)	\$391,753	\$307,694	\$699,447	

EXHIBIT B

NON-PERSONNEL BUDGET

Bidder: Fund for Guaranteed Income Department: City of Long Beach, Department of Economic Development
 Program Name: Long Beach Guaranteed Income Pilot Program: Long Beach Guaranteed Income Pilot

Non-Personnel Budget Allocation:		2022			A5. Total Cost	A6. Description and Justification
A1. Type of Expenditure	A2. Account Number	A3. City Share	A4. F4GJ Share	A5. Total Cost		
Operating/Technical		\$14,282	\$49,500	\$63,782	Operating costs for payments platform, public website and data dashboard, and admin tools/CRM; monthly direct deposit fees, prepaid card issue fees, and payment notifications to 250 participants; live chat and phone lines for customer service.	
Professional and Technical Services		\$43,580	\$0	\$43,580	Translations for technology platform and all participant-facing materials into 4 required program languages; program branding & marketing, public-facing website, and social templates; Compensation for community based organizations that consult on program.	
Travel		\$5,050	\$0	\$5,050	Travel costs for F4GJ staff and other program staff during program set up, enrollment, launch, and post-program period as needed.	
Materials and Supplies		\$6,250	\$0	\$6,250	Event costs such as food, marketing materials, and chairs for 1-2 community events; devices to facilitate accessible enrollment or alternative pathways to enrollment (tablets, phones) while in the field, if needed.	
Equipment		\$0	\$0	\$0		
Other		\$0	\$0	\$0		
A7. Non-Personnel Totals				\$49,500	\$118,662	



BUDGET NARRATIVE FOR 2022

SUMMARY

- **Total Pilot Cost:** \$818,109
- **Total City of Long Beach Share:** \$460,915
- **Total F4GI Share:** \$357,194

The budget for the proposed program is based on F4GI's estimated costs to provide the personnel and services needed to deliver the program. F4GI is charging no portion of overhead costs or indirect expenses for this program, and presents all technology and implementation services at cost to the City of Long Beach, without markups or overhead for profit. Our fee is not structured as a percentage of disbursements paid out during the program, as we do not believe in taking funds meant to go directly to participants.

F4GI programs operate using less than a third of the overhead from other Guaranteed Income pilots, enabling more funds to go directly to program participants and saving the City of Long Beach money. Whereas most implementation partners require multiple subcontractors: a disbursement partner, enrollment partner, and communications organizer, our team provides end-to-end solutions for guaranteed income pilot implementation. Our in-house expertise, proprietary payments platform, and negotiated partnerships allows us to reduce the overall cost of overhead, solve problems internally, and work closely with government partners to make programs successful and affordable.

A. PERSONNEL

- **Total Personnel Cost:** \$646,327
- **City of Long Beach Share:** \$362,000
- **F4GI Share:** \$284,327

Project Director

The Project Director oversees end-to-end implementation and management, including partnerships. They monitor progress against key program goals and indicators and make adjustments to improve services and practices based on data and qualitative feedback. The Project Director serves as the point of contact between F4GI and the selected Research and Evaluation team. This role assists the research team with randomized lottery for participant selection.

The Project Director ensures F4GI complies with all guidelines and requirements of the Department of Economic Development, the City of Long Beach, and American Rescue Plan Act, and acts as point person at F4GI to support City Staff with federal reporting requirements, if necessary. A portion of the cost of this role is subsidized by the Fund for Guaranteed Income.

Program Manager

The Program Manager oversees payments to program participants, securely and efficiently. This role tracks spending and payment data and provides that information as requested to City Staff and the program evaluator. The Program Manager also coordinates technology for the program, including setting up the program on F4GI's system and ensuring all necessary integrations with City of Long Beach's systems. This role is responsible for the maintenance of the program's technology platform. Lastly, the Program Manager is responsible for monitoring program expenditures and ensures proper fiscal controls are in place across the program. A portion of the cost of this role is subsidized by the Fund for Guaranteed Income.

Participant Experience & Communications Lead

The Participant Experience and Communications Lead provides expertise on the program's focus populations to inform the design and ongoing implementation of the program. They are responsible for collecting client and community feedback to improve program workflows and processes, as well as bringing best practices and expertise from the guaranteed income space and beyond to ensure the program adequately serves the program's focus populations. This role manages an advisory council and community partners. This role is responsible for end to end participant experience and is focused on minimizing participant burden throughout the entire duration of the program.

This role designs and executes clear, culturally appropriate communications for program participants, partners, and the City of Long Beach including the design of the program website, program materials, media campaigns, press releases, and social media posts. A portion of the cost of this role is subsidized by the Fund for Guaranteed Income.

Engineering Team

The Engineering Team is responsible for the development of the portal and the public facing site. This team handles front end and back end engineering tasks, as well as UX design and quality assurance regression testing. A portion of the cost of this team is subsidized by the Fund for Guaranteed Income.

Benefits Lead

The Benefits Lead ensures the program application and enrollment processes flag applicants at high risk of benefits loss by identifying any potential loss or reduction of benefits due to program participation. Provides individual benefit counseling to ensure that participants at high risk of benefits loss understand the potential impact of their participation on benefits. The Benefits Lead is a temporary hire to add expertise and capacity during application and enrollment. The budget column "Pay Periods" shows 10 biweekly pay periods which accounts for multiple enrollment batches at the beginning of the program. A portion of the cost of this role is subsidized by the Fund for Guaranteed Income.

Customer Service Manager

The Customer Service Manager manages the Customer Service Associate. This role is responsible for identifying areas of improvement within customer service workflow and providing solutions. Ensures customer service is culturally competent and mitigates barriers for participants. The Customer Service Manager splits their time among multiple projects, centralizing this function and decreasing costs to the city.

Customer Service Associate

The Customer Service Associate has two main areas of responsibilities that relate to the stage of the program. Prior to implementation, this role is responsible for providing high quality support during the pre-application, application, and enrollment phase - answering potential applicant and current applicant questions, and ensuring every participant can successfully enroll in the program and F4GI's technology platform during the enrollment phase. During implementation, the Customer Service Associate provides empathetic, affirming, and professional support to participants, including answering questions about the program and assisting with any payment or platform issues that arise. This role escalates issues as needed to the Customer Service Manager.

The salary for this role estimates a part time customer service position at around 15 hours a week over the course of the year at \$50 per hour. A portion of the cost of this role is subsidized by the Fund for Guaranteed Income.

B. FRINGE BENEFITS COSTS

- **Total Fringe Benefits Cost:** \$53,120
- **City of Long Beach Share:** \$29,753
- **F4GI Share:** \$23,367

Social Security

The employer and employee tax rate for social security is 6.2%. For 2022, the wage base limit is \$147,000. Social Security is calculated as 6.2% of Total Personnel costs, rounded up to the nearest dollar. The City's Share of this tax for each role is proportional to the percentage of payroll the City is responsible for.

Medicare

The employer tax rate for Medicare tax is currently 1.45%. There is no wage base limit for Medicare tax; all covered wages are subject to Medicare tax. Medicare is calculated as 1.45% of Total Personnel costs, rounded up to the nearest dollar. The City's Share of this tax for each role is proportional to the percentage of payroll the City is responsible for.

State Unemployment

Assuming all employee wages will be subject to CA withholding, State Unemployment is calculated as 3.4% of the first \$7,000 of salary for each position for new employers, and then 0% of payroll after, as instructed by the California Employment Development Department. The City's Share of this tax for each role is proportional to the percentage of payroll the City is responsible for, for that role. All figures are rounded up to the nearest dollar.

Employment Training Tax

Assuming all employee wages will be subject to CA withholding, Employment Training Tax is calculated as one-tenth of one percent of the first \$7,000 of salary for each position. The City's share of this tax is apportioned, based on the percentage of Total Personnel Costs that the City is responsible for, rounded up to the nearest dollar.

C. NON-PERSONNEL COSTS

- **Total Non-Personnel Cost:** \$118,662
- **City of Long Beach Share:** \$69,162
- **F4GI Share:** \$49,500

Operating/Technical Expenses

- **Total Cost:** \$63,782
- **City of Long Beach Share:** \$14,282
- **F4GI Share:** \$49,500

Expenses in this category include operating costs for payments platform, public website and data dashboard, and admin tools/CRM, monthly direct deposit and prepaid card issue fees, payment notifications to 250 participants, and live chat/phone lines for customer service to support participants.

- **F4GI Portal Fee (\$0):** Monthly fee for the payments portal is \$2,750, waived by F4GI for the City of Long Beach ($\$2,750 \text{ per month} \times 18 \text{ months} = \$49,500$).
- **CRM (\$3,600):** Cost reflects 4 separate logins at \$50/login ($4 \text{ logins} \times \$50 \text{ per month/login} \times 18 \text{ months} = \$3,600 \text{ total annual cost}$).
- **Direct Deposit Fees (\$552):** Cost reflects \$0.25 per user per monthly payment; estimating 70% of monthly transactions will come through this payment option with an additional 5% to account for resent payments ($250 \text{ users} \times 12 \text{ payments} \times 70\% \times \$0.25 \text{ per payment} \times 1.05 = \$552 \text{ total annual cost}$).
- **Prepaid Card issue fees (\$3,908):** Cost reflects card issue fee and one replacement per user at \$3 each, as well as 1.5 \$2 atm fees per monthly payment, with an additional 5% to account for resent payments; estimating 30% of monthly transactions will come through this payment option and includes one-time card setup fee of \$600 for the entire program ($250 \text{ total users} \times 30\% \times \$42 \text{ annual cost per user} \times 1.05 = \$3,308 + \$600 = \$3,908 \text{ total annual cost}$).
- **Payment Notifications (\$540):** Cost is estimated based on participants receiving 4 SMS messages or 4 emails per monthly payment at \$0.0075 per sms and up to 10,000 monthly emails sent. ($250 \text{ users} \times 4 \text{ messages} \times 12 \text{ monthly payments} \times \$0.0075 \text{ per SMS} = \90 ; For Email $12 \text{ monthly payments} \times \$25/\text{month} = \$450$).
- **Live Chat for support (\$2,442):** Cost reflects 3 separate logins and a maximum of 5,000 people reached per month for two enrollment months, and a maximum of 2,000 people reached per month after that ($\$269 \text{ for 2 months and then } \$119 \text{ for 16 months} = \$2,442$).
- **Support phone lines (\$3,240):** Cost reflects 3 separate logins at \$50/month ($3 \times \$50 \times 18 \text{ months} = \$2,700$) plus the cost of 5 phone numbers, one in each of the 4 program languages plus an additional IVR number to act as a phone menu for the other 4 numbers, at \$6 a month ($5 \text{ phone numbers} \times \$6 \text{ per number/month} \times 18 \text{ months} = \$540 \text{ yearly total cost}$).

Professional and Technical Services Expenses

- **Total Cost:** \$43,580
- **City of Long Beach Share:** \$43,580
- **F4GI Share:** \$0

Expenses in this category include professional translations for the technology platform and all participant-facing materials into English, Spanish, Tagalog, and Khmer, communications work including branding and marketing and the development of the public facing website, and compensation for community based organizations that consult on the program. Expenses:

- **F4GI Payments Portal Translations (\$3,600):** Cost to translate participant support portal (portal to track and manage payments) and content (FAQ, resources page, payment notifications, portal alerts) into English, Spanish, Polish, Arabic, Tagalog, and Chinese (traditional and simplified) (40 dollars/hour market rate for translation by a professional x 30 hours estimated work per language x 3 languages = \$6,000).
- **Program Material Translations (\$3,600):** Cost to translate all participant-facing materials into English, Spanish, Tagalog and Khmer (40 dollars/hour market rate for translation by a professional x 30 hours estimated work per language x 3 languages = \$4,800).
- **Communications (\$21,380):** Cost of marketing and branding for program materials, the design and build of the public-facing website, and social media templates (115 hours of marketing and branding work at \$85/hour = \$9,775; 100 hours of public website development at \$97.3/hour = \$9,730; 25 hours of social template design and testing at \$75/hour = \$1,875).
- **Community Based Organization Partner Compensation (\$15,000):** Cost to compensate Community based organization partners that consult on the program for their time, labor and expertise (15 organizations x 20 hours/organization x \$50/hour = \$15,000).

Travel Expenses

- **Total Cost: \$5,050**
- **City of Long Beach Share: \$5,050**
- **F4GI Share: \$0**

Expenses in this category include travel costs incurred by F4GI personnel and other program staff during program setup, enrollment, launch and post-program period, as needed.

Materials and Supplies Expenses

- **Total Cost: \$6,250**
- **City of Long Beach Share: \$6,250**
- **F4GI Share: \$0**

Expenses in this category include costs such as food, marketing materials and chairs for 1-2 person events during program setup, enrollment or launch. In addition, devices (tablets, phones) may be needed to facilitate accessible enrollment or alternative pathways to enrollment, while in the field, for those who may need a physical location to apply or enroll, rather than doing it online. Expenses:

- **Event Materials and Supplies (\$4,500):** Basic materials and supplies needed for 1-2 community events (estimate based on historical average for similar sized events).
- **Field Devices (\$1,750):** Devices, such as tablets or phones that program staff can use in the field to help participants apply to the program, verify their application through alternative pathways to enrollment, or enroll in the program (5 devices x \$350 average price of device = \$1,750).

D. ADDITIONAL COSTS FOR PROGRAM EXPANSION

Program expansion as described in Section 2.1 of RFP

F4GI has the organizational capacity to scale the Pilot if additional funding becomes available, including the ability to: increase the number of participants; track separate cohorts of participants; invoice separately based on the funding source; and flexibly modify program elements to meet the requirements of new funding, including record keeping, reporting and audit requirements.

F4GI's ability to handle program scaling

F4GI's agile approach and customizable technology enables us to scale the pilot and modify program elements with ease. Our payment platform's technical architecture is designed for scale, and provides the functionality to invite, onboard, and enroll additional cohorts of participants at any time (with no minimum cohort size). The program start/end date and the total number, frequency, and amount of payments can also be changed for new participants and program notifications dynamically change to fit the participant's payment schedule.

Our admin portal can track separate cohorts of participants accurately and efficiently. Our unique system allows administrators to view new cohorts as completely distinct or as part of an existing cohort. We build out proprietary technology in-house and add features and functionality every two weeks in response to research, feedback, and partner requests. Our admin dashboard, which is at the core of our record keeping and reporting, can flexibly accommodate new requests which F4GI adds to the dashboard.

Additional costs

F4GI will not charge any additional costs to increase the number of participants, track separate cohorts of participants, or invoice based on additional funding sources. F4GI will work with the City of Long Beach to accommodate the need to modify program elements, such as new features of functionality for the payments portal, or new record keeping or reporting requirements. F4GI will attempt to make these changes at no additional cost to the city. If a modification necessitates an additional fee, for example by being sufficiently large or complex, F4GI will make every effort to keep these fees low and will work with the City to find a cost that works for all parties.