

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

AGREEMENT
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THIS AGREEMENT is made and entered, in duplicate, as of April 21, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 21, 2019, by and between LONG BEACH NONPROFIT PARTNERSHIP dba THE NONPROFIT PARTNERSHIP, a California nonprofit organization ("Contractor"), with a place of business at 4900 East Conant Street, Building 02, Suite 225, Long Beach, California 90808, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with providing access to trainings and one-on-one tailored supports for nonprofit organizations working in Long Beach ("Project"); and

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

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

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

- 1. SCOPE OF WORK OR SERVICES.
 - A. Contractor shall furnish specialized services more particularly

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described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Two Hundred Eighty-Thousand Dollars (\$280,000) for the term of this Agreement, at the rates or charges shown in Exhibit "B".

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

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

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement

1 of services set forth in this Agreement. Should Contractor discover any latent or
2 unknown conditions that will materially affect the performance of the services set
3 forth in this Agreement, Contractor must immediately inform the City of that fact and
4 may not proceed except at Contractor's risk until written instructions are received
5 from the City.

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

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

15 2. TERM. The term of this Agreement shall commence at midnight on
16 May 2, 2022, and shall terminate at 11:59 p.m. on May 31, 2023, unless sooner terminated
17 as provided in this Agreement, or unless the services or the Project is completed sooner.
18 The City shall have the option to extend the term for one (1) additional one-year period, at
19 the discretion of the City Manager. This Agreement shall not be extended past May 21,
20 2024 without authorization of the City Council.

21 3. COORDINATION AND ORGANIZATION.

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

1 perform any other tasks described in the Exhibit.

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

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

19 5. INSURANCE.

20 A. As a condition precedent to the effectiveness of this
21 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
22 duration of this Agreement, from insurance companies that are admitted to write
23 insurance in California and have ratings of or equivalent to A:V by A.M. Best
24 Company or from authorized non-admitted insurance companies subject to Section
25 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
26 by A.M. Best Company, the following insurance:

27 (a) Commercial general liability insurance (equivalent in scope to
28 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than

1 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
2 coverage shall include but not be limited to broad form contractual liability,
3 cross liability, independent contractors liability, and products and completed
4 operations liability. City, its boards and commissions, and their officials,
5 employees and agents shall be named as additional insureds by
6 endorsement (on City's endorsement form or on an endorsement equivalent
7 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
8 shall contain no special limitations on the scope of protection given to City,
9 its boards and commissions, and their officials, employees and agents. This
10 policy shall be endorsed to state that the insurer waives its right of
11 subrogation against City, its boards and commissions, and their officials,
12 employees and agents.

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

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

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

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

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

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

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

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

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

27 G. Any modification or waiver of these insurance requirements
28 shall only be made with the approval of City's Risk Manager or designee. Not more

1 frequently than once a year, City's Risk Manager or designee may require that
2 Contractor, Contractor's sub-Contractors and contractors change the amount,
3 scope or types of coverages required in this Section if, in his or her sole opinion, the
4 amount, scope or types of coverages are not adequate.

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

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

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

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

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

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

26 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
27 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
28 performing its services, during the term of this Agreement and for five (5) years following

1 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
2 all information, whether written, oral or visual, obtained by any means whatsoever in the
3 course of performing its services for the same period of time. Contractor shall not disclose
4 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
5 of others except for the purpose of this Agreement.

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

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

26 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
27 from any amount payable to Contractor (whether or not arising out of this Agreement) any
28 amounts the payment of which may be in dispute or that are necessary to compensate the

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

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

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

27 17. PREVAILING WAGES.

28 A. Consultant agrees that all public work (as defined in California

1 Labor Code section 1720) performed pursuant to this Agreement (the "Public
2 Work"), if any, shall comply with the requirements of California Labor Code sections
3 1770 *et seq.* City makes no representation or statement that the Project, or any
4 portion thereof, is or is not a "public work" as defined in California Labor Code
5 section 1720.

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

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

20 19. INDEMNITY.

21 A. Consultant shall indemnify, protect and hold harmless City, its
22 Boards, Commissions, and their officials, employees and agents ("Indemnified
23 Parties"), from and against any and all liability, claims, demands, damage, loss,
24 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
25 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
26 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
27 in part, out of or in connection with (1) Consultant's breach or failure to comply with
28 any of its obligations contained in this Agreement, including all applicable federal

1 and state labor requirements including, without limitation, the requirements of
2 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
3 omissions or misrepresentations committed by Consultant, its officers, employees,
4 agents, subcontractors, or anyone under Consultant's control, in the performance
5 of work or services under this Agreement (collectively "Claims" or individually
6 "Claim").

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

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

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

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

1 excused for a period equal to the period of such cause for failure to perform.

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

4 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

26. WAIVER. The acceptance of any services or the payment of any

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

1 money by City shall not operate as a waiver of any provision of this Agreement or of any
2 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
3 Agreement shall not constitute a waiver of any other or subsequent breach of this
4 Agreement.

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

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

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

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

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

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

LONG BEACH NONPROFIT PARTNERSHIP dba THE NONPROFIT PARTNERSHIP, a California nonprofit organization

April 26th, 2022

By [Signature]
Name Michelle Bjerly
Title Executive Director

April 27th, 2022

By [Signature]
Name Derek Watchford
Title Board President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2022

By [Signature]
City Manager

"City"

This Agreement is approved as to form on April 28, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

EXHIBIT “A”

Scope of Work



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

The City of Long Beach (CLB) 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 CLB Program Staff*

Project Name: Nonprofit Organizational Development

Up to \$280,000 over 12 months with three (3), one-year options for renewal.

Goal: Provide access to trainings and one-on-one tailored supports for nonprofit organizations working in Long Beach. These investments will lead toward a strengthened network of Community Based Organizations (CBOs) who are able to access City contracts and lead racial equity work. Technical assistance and training will be made available to organizations applying for two upcoming contracting opportunities related to addressing disparities and disproportionate impacts of COVID-19 in Long Beach: Promotora/Community Health Champions CBO Partners and the Health Equity Community Projects.

Technical assistance will be provided by a diverse array of consultants or trainers who are racially/culturally reflective of the populations most impacted by COVID-19. To meet the needs of nonprofit organizations, a Menu of Services will be available through this contract including:

Phase #1 – Assistance with applying to City of LB funding opportunities (Ongoing during contract)

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 4/12/22:

- 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 Cynthia Howell at Cynthia.Howell@longbeach.gov.

SCOPE OF WORK AGREEMENT
Nonprofit Organizational Development
May 2, 2022 - May 31, 2023

This scope of work is between The Nonprofit Partnership (TNP) and the City of Long Beach Department of Health and Human Services (DHHS).

I. Overview of scope of work (includes description of goals, expected outcomes, objectives, process outputs, and activities to measure impact)

BACKGROUND: To provide access to trainings and one-on-one tailored supports for nonprofit organizations working in Long Beach. These investments will lead toward a strengthened network of Community Based Organizations who are able to access City contracts and lead racial equity work. Technical assistance and training will be made available to organizations applying for two upcoming contracting opportunities related to addressing disparities and disproportionate impacts of COVID-19 in Long Beach: Promotora/Community Health Champions CBO Partners and the Health Equity Community Projects. TNP will be working in close partnership with the City's DHHS staff throughout the contract period.

II. Services to be Performed:

SCOPE OF WORK: The intent of this project is to provide targeted support to nonprofit organizations working in Long Beach by offering an array of services that will include the following:

- Technical assistance with responding to RFPs through the City's procurement platform. Coordination of targeted consulting support. Design and presentation of training to strengthen nonprofit operations. Operation of an on-call hotline.
- Co-design and execution of informational session(s) informing potential grantees of specific procurement requirements.
- Design and access to templates.
- Technical support listed above may be made available in multiple languages as needed, such as Spanish and Khmer.
- Evaluation of increased knowledge/skills development of applicants' program development, administrative capacity and submittal of proposals to Health Equity Projects and Promotoras/Community Health Champions RFP

Working in close partnership with the City's DHHS staff throughout the contract period, the following scope of work is proposed in two phases: (1) Assistance with applying to City of LB funding and (2) Enhance CBOs programmatic and administrative capacity to successfully implement equity projects.

Phase 1: Assistance With Applying to City of Long Beach Funding Opportunities - this phase focuses on assisting nonprofit applicants successfully get through the City's procurement process. Phase 1 activities are anticipated to be provided from May 2022 – May 2023.

Scope of Work for RFQ HE18-099 PART II- Nonprofit Organizational Development

| Activity | Description of Activity |
|---------------------------------------|---|
| Diversification of consultants | As an experienced leader in capacity building, TNP will implement a custom approach to identifying and recruiting consultants and experts to support the needs of organizations. In an effort to work with a wide variety of talent that will contribute to the success of this program, TNP will work in collaboration with DHHS staff to reach into their existing networks and recruit a variety of potential consultants that will reflect the cultural and language make-up of the organizations. These organizations represent communities most impacted by COVID-19. Expertise in different organizational sizes, structures, and services areas will also be included in consultant diversity. This collective outreach with DHHS will be done by sending an interest survey or various messages on list-serves/emails to solicit interest and partnership. |
| Vendor Platform Support | TNP will assemble a team of consultants (as outlined above) to provide guidance and navigation so that applicants may better understand and confidently respond to funding opportunities. An important component of this will be providing referrals to other City resources. To complete this activity, TNP may engage external consultants (Technical Assistance Consultant) who are familiar and well-versed with the PlanetBids system. |
| Short-term Consulting Projects | For those applicants requiring more support in responding to the RFP, a Technical Assistance Consultant will spend up to twelve (12) hours per applicant organization, ensuring their questions are answered and that they are providing thought-partnership as applicants consider how their own expertise and experience leads to the outcomes of the RFP. Organizations who are smaller and considered to be in the “start-up” phase, with little to no experience in government contracting, will be prioritized. |
| Contracting Requirements | In order to ensure that the City’s requirements (ie., insurance) are well understood by applicants, TNP will partner with the Health Procurement Team of DHHS on a joint presentation addressing these requirements. TNP will assist in outreach efforts for this presentation. |
| Access to Templates | Together with the Technical Assistance Consultants, and other Affiliate Consultants, TNP staff will work on identifying the most relevant and helpful templates to assist applicants in completing competitive applications. Among the types of templates that may be provided will be the following: program and/or operating budget; a format for a letter of support to show partnership with other organizations and community stakeholders; formats for logic models, a framework for reports, among others. |

Scope of Work for RFQ HE18-099 PART II- Nonprofit Organizational Development

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| On-Call Support Line | Timely accessibility will be important for applicants as they have questions about the application. TNP will make available a phone number and an email link to capture questions. This service will also serve to prioritize and assess need and response. There may be some requests that will be easy to address and others that may require the assistance of a TA Consultant. Coordination and support will be provided by TNP/support team, who will vet these responses and assign them accordingly. |
| Evaluation -- Submission of proposals to Health Equity Projects and Promotoras/Community Health Champions RFPs) | All organizations who request assistance (through the On-Call Support Line, Vendor Platform Support, or Short-term consulting) will be asked to submit a survey to measure how their skills and outlook on participating in the City’s procurement process have changed, if any, given the support they received. Some organizations may be contacted for a brief interview. |

Goal: To provide a support and assistance system for nonprofits who respond to City of Long Beach funding opportunities.

Objective: Provide consulting, technical assistance and resources at the “satisfied” or “very satisfied” levels to participating organizations.

Outcome: Less resourced and smaller organizations will establish a vendor relationship with the City of Long Beach that will allow them to pursue future funding opportunities.

Phase 2: Enhance CBOs Programmatic and Administrative Capacity to Successfully Implement Equity Projects- This phase focuses on better understanding the programmatic and operational challenges organizations are experiencing. The aim is to strengthen their knowledge, their skills and practices. Phase 2 activities are anticipated to be provided between July 2022 – May 2023.

| Activity | Description of Activity |
|-----------------|--|
| Training | Carefully observing the types of needs expressed by organizations, TNP will engage affiliate consultants to co-design trainings that will address different aspects of nonprofit operations. Some of these may specifically address fund development, grant writing, |

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|---|---|
| | <p>government grant writing, program development, evaluation and executive management. We realize that the needs identified may be very nuanced and targeted in such a way that the training or consulting must focus on an organization’s ability to strengthen their position to participate in City-sponsored funding opportunities. We anticipate that two of the training topics will specifically address program development and developing/strengthening administrative capacity as these tend to be challenging for emerging and growing organizations who struggle with capacity and resources.</p> <p>In order to capture these specific needs, TNP staff will engage in an intake process that will include an interview to understand where they might be experiencing challenges, how these challenges might have been addressed in the past and their capacity to engage in training and consulting, among others.</p> |
| <p>Short-term Consulting</p> | <p>Complementing the customized training described above will be consulting services that can further address the nuanced needs. Targeted coaching will help participants receive support for their greatest area of need as it relates to strengthening their position to partner with the City on this and future endeavors. Participating organizations will access up to seven (7) hours for consulting.</p> <p>In order to capture these specific needs, TNP staff will engage in an intake process that will include an interview to understand where they might be experiencing challenges, how these challenges might have been addressed in the past and their capacity to engage in training and consulting, among others.</p> |
| <p>Evaluation – Participating Organizations Enhance Program Development and Implementation</p> | <p>All organizations who request assistance through the services outlined above will be asked to submit a survey to measure how their skills and abilities have changed, if any, given the support they received. Please see Training above for further detail on this subject: program development and implementation. Some organizations may be contacted for brief interviews.</p> |
| <p>Evaluation – Participating CBOs Enhance Administrative Capacity</p> | <p>All organizations who request assistance through the services outlined above will be asked to submit a survey to measure how their skills and abilities have changed, if any, given the support they received. Please see Training above for further detail on this subject: administrative capacity. Some organizations may be contacted for brief interviews.</p> |

Goal: To provide targeted and responsive resources to organizations who successfully applied for the Health Equity Projects RFP.

Objective: Provide training, consulting or technical assistance services at the “satisfied” or “very satisfied”

Scope of Work for RFQ HE18-099 PART II- Nonprofit Organizational Development

levels to the organizations who have successfully applied to the Health Equity Projects RFP and engage in this capacity building project.

Outcome: Participating organizations grow their knowledge, skills and confidence in becoming service and program partners with the City of Long Beach.

III. Monitoring and Tracking:

DHHS will appoint an employee to liaise between TNP and DHHS to administer the program. The program will run from May 2022 through May 2023 with the option to amend for an extension as allowable and agreed upon. DHHS and TNP staff will regularly monitor the progress of the phases described above to develop a more detailed timeline for the project. The progress of this scope of work is contingent on the release of above-mentioned RFPs. The total contract amount shall not exceed \$280,000. Budget amendments between Expense Line Items are anticipated as work progresses and TNP responds to the needs of participating organizations. Budget amendment requests shall be submitted in writing to DHHS for review and approval. DHHS shall remit payment to TNP through invoicing for services provided within the scope of work.

Reports will be provided by TNP to DHHS staff on a quarterly basis by the due dates outlined below. Reports will include the following:

- (1) Qualitative description (approx. 1-2 paragraphs) of the progress, successes and challenges of building organizational/programmatic capacity to engage communities disproportionately impacted by COVID-19.

a.

| Expected Outputs | Reporting Period | Due Date for Quarterly Reports |
|---|-------------------------------------|--------------------------------|
| a. The number of trainings provided | April 1, 2022 – June 30, 2022 | July 15, 2022 |
| | July 1, 2022 – September 30, 2022 | October 15, 2022 |
| b. The number of organizations receiving training | October 1, 2022 – December 31, 2022 | January 15, 2023 |
| | January 1, 2023 – March 30, 2023 | April 15, 2023 |
| c. The number of organizations participating in short-term consulting projects | April 1, 2023 – May 31, 2023 | May 31, 2023 |
| d. The average number of hours per organization | | |
| e. Total number of proposals submitted to the City in response to Health Equity Projects and Promotoras/Community Health Champions RFPs | | |

EXHIBIT “B”

Rates/Charges

Nonprofit Organizational Development Budget

| Expense Line Items | Total | Narrative |
|--|-------------------------------|--|
| PHASE #1 | | |
| Vendor Platform Support | \$10,000 | Provide assistance creating accounts, how to navigate and use City of Long Beach vendor platforms: PlanetBids and LB Buys, understand RFPs/RFQs; explaining the download of documents and best practices when initiating work; submitting the proposal. Provide referrals to City resources as needed. Hours may vary; we anticipate most projects will take up to 3 hours of TA for 30 organizations. |
| Short Term Consulting Projects | \$30,000 | Tailored organizational support in responding to an RFP, presenting a program plan. Priority given for smaller/startup organizations. Provide approximately up to 12 hours per organization for 20 organizations. |
| Template Development | \$10,000- \$15,000 | Customized templates to help organizations apply to City of Long Beach grants. Includes creation of a joint presentation to address contracting requirements. |
| On-call Support Line | \$25,000 | On-call Support to respond quickly to immediate needs or connect with a consultant. |
| Translation/Interpretation Support | \$15,000 | Utilization of translation or interpretation as needed. |
| PHASE #2 | | |
| Training | \$30,000 | Organizations will have the option to participate in tailored trainings to meet their operational needs in order to successfully partner with the city in future applications. Organizations will have access to trainings for the areas in which they need to strengthen their processes. We are projecting that several dozen organizations may be participating in up to 5 training sessions. |
| Short Term Consulting | \$15,000 | Individual consulting for particular organizations who receive a contract for Technical Assistance from the City of Long Beach. Provide approximately up to 7 hours of specialized consulting for up to 12 organizations |
| PROJECT COORDINATION & ADMINISTRATION | | |
| Program Management and Coordination | \$104,000 | Program Management and Coordination to develop and manage all elements of this program including assessment of needs for organizations, onboarding of consultants, template creation, and all other elements of Phase 1 and Phase 2. Attendance at regularly scheduled contract monitoring meetings and report submission. This amount reflects the staff equivalent of 1.5 to 2.0 FTEs. |
| Evaluation | \$14,000 | Evaluate effectiveness of vendor platform support, consulting, On-Call Hotline services. Evaluation of efforts related to increasing program development/implementation and strengthening administrative capacity. |

Budget and Budget Narrative for RFQ HE18-099 PART II—Nonprofit Organizational Development

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|-------------------------------------|------------------|--|
| Administration & Operating Expenses | \$22,000 | This line item is calculated at 10% of direct expenses. These funds will cover the associated costs with additional bookkeeping time and shared expenses associated with insurance and back-office systems/software. |
| Total | \$280,000 | |

EXHIBIT “C”

City’s Representative(s):

Cynthia Howell, Long Beach Recovery Officer

Phone: 562.230.5517

Cynthia.howell@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Caroline Quezada, Senior Program Manager

Office: 562.888.6530 ext. 104

cquezada@tnpsocal.org