

1 B. The City's obligation to pay the sum stated above for any one
2 fiscal year shall be contingent upon the City Council of the City appropriating the
3 necessary funds for such payment by the City in each fiscal year during the term of
4 this Agreement. For the purposes of this Section, a fiscal year commences on
5 October 1 of the year and continues through September 30 of the following year. In
6 the event that the City Council of the City fails to appropriate the necessary funds
7 for any fiscal year, then, and in that event, the Agreement will terminate at no
8 additional cost or obligation to the City.

9 C. Consultant may select the time and place of performance for
10 these services; provided, however, that access to City documents, records and the
11 like, if needed by Consultant, shall be available only during City's normal business
12 hours and provided that milestones for performance, if any, are met.

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

27 E. Consultant represents that Consultant has obtained all
28 necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

2 F. CAUTION: Consultant shall not begin work until this
3 Agreement has been signed by both parties and until Consultant's evidence of
4 insurance has been delivered to and approved by City.

5 2. TERM. The term of this Agreement shall commence at midnight on
6 February 1, 2023, and shall terminate at 11:59 p.m. on September 30, 2023, unless sooner
7 terminated as provided in this Agreement, or unless the services or the Project is
8 completed sooner. The City shall have the option to extend the term for one (1) additional
9 six-month period, at the discretion of the City Manager.

10 3. COORDINATION AND ORGANIZATION.

11 A. Consultant shall coordinate its performance with City's
12 representative, if any, named in Exhibit "C", attached to this Agreement and
13 incorporated by this reference. Consultant shall advise and inform City's
14 representative of the work in progress on the Project in sufficient detail so as to
15 assist City's representative in making presentations and in holding meetings on the
16 Project. City shall furnish to Consultant information or materials, if any, described
17 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
18 shall perform any other tasks described in the Exhibit.

19 B. The parties acknowledge that a substantial inducement to City
20 for entering this Agreement was and is the reputation and skill of Consultant's key
21 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
22 reference. City shall have the right to approve any person proposed by Consultant
23 to replace that key employee.

24 4. INDEPENDENT CONTRACTOR. In performing its services,
25 Consultant is and shall act as an independent contractor and not an employee,
26 representative or agent of City. Consultant shall have control of Consultant's work and the
27 manner in which it is performed. Consultant shall be free to contract for similar services to
28 be performed for others during this Agreement; provided, however, that Consultant acts in

1 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
2 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
3 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
4 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
5 the usual and customary rights, benefits or privileges of City employees. Consultant
6 expressly warrants that neither Consultant nor any of Consultant's employees or agents
7 shall represent themselves to be employees or agents of City.

8 5. INSURANCE.

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

16 i. Commercial general liability insurance (equivalent in
17 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
18 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
19 This coverage shall include but not be limited to broad form contractual
20 liability, cross liability, independent contractors liability, and products and
21 completed operations liability. City, its boards and commissions, and their
22 officials, employees and agents shall be named as additional insureds by
23 endorsement (on City's endorsement form or on an endorsement equivalent
24 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
25 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
26 and this insurance shall contain no special limitations on the scope of
27 protection given to City, its boards and commissions, and their officials,
28 employees and agents. This policy shall be endorsed to state that the insurer

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

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

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

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

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

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

26 D. If this coverage is written on a "claims made" basis, it must
27 provide for an extended reporting period of not less than one hundred eighty (180)
28 days, commencing on the date this Agreement expires or is terminated, unless

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

4 E. Consultant shall require that all subconsultants or contractors
5 that Consultant uses in the performance of these services maintain insurance in
6 compliance with this Section unless otherwise agreed in writing by City's Risk
7 Manager or designee.

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

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

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

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

1 and is the professional reputation and competence of Consultant and Consultant's
2 employees. Consultant shall not assign its rights or delegate its duties under this
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
4 of City, except that Consultant may with the prior approval of the City Manager of City,
5 assign any moneys due or to become due Consultant under this Agreement. Any
6 attempted assignment or delegation shall be void, and any assignee or delegate shall
7 acquire no right or interest by reason of an attempted assignment or delegation.
8 Furthermore, Consultant shall not subcontract any portion of its performance without the
9 prior approval of the City Manager or designee, or substitute an approved subconsultant
10 or contractor without approval prior to the substitution. Nothing stated in this Section shall
11 prevent Consultant from employing as many employees as Consultant deems necessary
12 for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
14 certifies that, at the time Consultant executes this Agreement and for its duration,
15 Consultant does not and will not perform services for any other client which would create
16 a conflict, whether monetary or otherwise, as between the interests of City and the interests
17 of that other client. Consultant further certifies that Consultant does not now have and shall
18 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
19 other source of income, interest in real property or investment which would be affected in
20 any manner or degree by the performance of Consultant's services hereunder. And,
21 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
22 and contractors.

23 8. MATERIALS. Consultant shall furnish all labor and supervision,
24 supplies, materials, tools, machinery, equipment, appliances, transportation and services
25 necessary to or used in the performance of Consultant's obligations under this Agreement,
26 except as stated in Exhibit "D".

27 9. OWNERSHIP OF DATA. All materials, information and data
28 prepared, developed or assembled by Consultant or furnished to Consultant in connection

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

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

20 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
21 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
22 performing its services, during the term of this Agreement and for five (5) years following
23 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
24 all information, whether written, oral or visual, obtained by any means whatsoever in the
25 course of performing its services for the same period of time. Consultant shall not disclose
26 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
27 of others except for the purpose of this Agreement.

28 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for

1 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
2 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
3 without breach of this Agreement by Consultant; or (c) a third party who has a right to
4 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
5 disclosed pursuant to subpoena or court order.

6 13. ADDITIONAL COSTS AND REDESIGN.

7 A. Any costs incurred by City due to Consultant's failure to meet
8 the standards required by the scope of work or Consultant's failure to perform fully
9 the tasks described in the scope of work which, in either case, causes City to request
10 that Consultant perform again all or part of the Scope of Work shall be at the sole
11 cost of Consultant and City shall not pay any additional compensation to Consultant
12 for its re-performance.

13 B. If the Project involves construction and the scope of work
14 requires Consultant to prepare plans and specifications with an estimate of the cost
15 of construction, then Consultant may be required to modify the plans and
16 specifications, any construction documents relating to the plans and specifications,
17 and Consultant's estimate, at no cost to City, when the lowest bid for construction
18 received by City exceeds by more than ten percent (10%) Consultant's estimate.
19 This modification shall be submitted in a timely fashion to allow City to receive new
20 bids within four (4) months after the date on which the original plans and
21 specifications were submitted by Consultant.

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

25 15. LAW. This Agreement shall be construed in accordance with the laws
26 of the State of California, and the venue for any legal actions brought by any party with
27 respect to this Agreement shall be the County of Los Angeles, State of California for state
28 actions and the Central District of California for any federal actions. Consultant shall cause

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

8 16. PREVAILING WAGES.

9 A. Consultant agrees that all public work (as defined in California
10 Labor Code section 1720) performed pursuant to this Agreement (the “Public
11 Work”), if any, shall comply with the requirements of California Labor Code sections
12 1770 *et seq.* City makes no representation or statement that the Project, or any
13 portion thereof, is or is not a “public work” as defined in California Labor Code
14 section 1720.

15 B. In all bid specifications, contracts and subcontracts for any
16 such Public Work, Consultant shall obtain the general prevailing rate of per diem
17 wages and the general prevailing rate for holiday and overtime work in this locality
18 for each craft, classification or type of worker needed to perform the Public Work,
19 and shall include such rates in the bid specifications, contract or subcontract. Such
20 bid specifications, contract or subcontract must contain the following provision: “It
21 shall be mandatory for the contractor to pay not less than the said prevailing rate of
22 wages to all workers employed by the contractor in the execution of this contract.
23 The contractor expressly agrees to comply with the penalty provisions of California
24 Labor Code section 1775 and the payroll record keeping requirements of California
25 Labor Code section 1771.”

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

1 18. INDEMNITY.

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

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

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

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

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

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

6 20. NONDISCRIMINATION.

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

17 B. It is the policy of City to encourage the participation of
18 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
19 procurement process, and Consultant agrees to use its best efforts to carry out this
20 policy in its use of subconsultants and contractors to the fullest extent consistent
21 with the efficient performance of this Agreement. Consultant may rely on written
22 representations by subconsultants and contractors regarding their status.
23 Consultant shall report to City in May and in December or, in the case of short-term
24 agreements, prior to invoicing for final payment, the names of all subconsultants
25 and contractors hired by Consultant for this Project and information on whether or
26 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
27 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

28 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

1 accordance with the provisions of the Ordinance, this Agreement is subject to the
2 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
3 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

27 22. NOTICES. Any notice or approval required by this Agreement shall
28 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,

1 postage prepaid, addressed to Consultant at the address first stated above, and to City at
2 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
3 to the City Engineer at the same address. Notice of change of address shall be given in
4 the same manner as stated for other notices. Notice shall be deemed given on the date
5 deposited in the mail or on the date personal delivery is made, whichever occurs first.

6 23. COPYRIGHTS AND PATENT RIGHTS.

7 A. Consultant shall place the following copyright protection on all
8 Data: © City of Long Beach, California _____, inserting the appropriate year.

9 B. City reserves the exclusive right to seek and obtain a patent or
10 copyright registration on any Data or other result arising from Consultant's
11 performance of this Agreement. By executing this Agreement, Consultant assigns
12 any ownership interest Consultant may have in the Data to City.

13 C. Consultant warrants that the Data does not violate or infringe
14 any patent, copyright, trade secret or other proprietary right of any other party.
15 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
16 and employees harmless from any and all claims, demands, damages, loss, liability,
17 causes of action, costs or expenses (including reasonable attorney's fees) whether
18 or not reduced to judgment, arising from any breach or alleged breach of this
19 warranty.

20 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

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

28 25. WAIVER. The acceptance of any services or the payment of any

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 26. 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 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

16 28. ADVERTISING. Consultant 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 29. 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 Consultant relating to this Agreement.

23 30. 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.

LESLIE A.M. SMITH, doing business as MCCORMICK L.A., a sole proprietorship

February 22, 2023

By [Signature]
Name LESLIE A.M. SMITH
Title OWNER/CONSULTANT

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"Consultant"
CITY OF LONG BEACH, a municipal corporation

March 7, 2023

By [Signature]
City Manager

"City"

This Agreement is approved as to form on February 22, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 8th Floor
Long Beach, CA 90802-4511

EXHIBIT “A”

Scope of Work

Futures First Program - Opportunity Youth Squad

Scope of the Work

Project Activity	Long Beach Futures First Opportunity Squad Facilitation & Training for Outreach Strategies
Contractor	McCormick L.A. (Hereinafter referred to as "Contractor")
Performance Period	February 1, 2023 – September 30, 2023
Award Amount	\$ 35,000.00

I. Project Summary

The City of Long Beach seeks to partner with a Contractor to facilitate design sessions engaging opportunity youth in creating an Opportunity Youth Squad to best inform the outreach, engagement, and retention strategies of the Futures First Program. The Contractor will work closely with the Office of Youth Development and Pacific Gateway Workforce Investment Board staff to ensure the voices of opportunity youth are uplifted in the design and implementation of the Futures First Program. The Contractor shall identify and convene at least five opportunity youth to best inform this project and co-facilitate design sessions. This group is referred to as the Opportunity Youth Squad. The Contractor is expected to provide opportunity youth squad a stipend to undertake this work.

II. Scope of Work and Performance Metrics

The Contractor will accomplish the following tasks:

- 1) Identify and engage opportunity youth to form a youth squad to make recommendations for the design and implementation of the Futures First Program.

Process Outputs:

- Enroll five members to the Opportunity Youth Squad and two or three back-up selections.
- OYS Attendance and engagement at orientation meeting
- List of expectations and group norms.

Activities to Measure Impact:

- Benchmark survey of the OYS to self-assess their facilitative skills.
 - Record them trying to facilitate a discussion like "What's needed in a great meeting?"
- 2) Develop a minimum of two design sessions co-facilitated with the youth squad. Each design session will engage at least 10-15 opportunity youth to help inform the development of outreach, engagement, and retention strategies for the program as well as content for the Futures First communication plan. The design sessions will need to take place in various high impact neighborhoods representative of the opportunity youth program participants the City seeks to enroll in the program. Data collection for the design sessions can use a mix method approach that best fits the population for this project.

Process Outputs:

- OYS attendance at two info gathering sessions.
- Information collected through facilitated sessions

Activities to Measure Impact:

- Answers on qualitative surveys to each of the participants at the end of the info gathering event (turn in survey to collect an item of branded SWAG or \$5 Starbucks gift card).
 - Survey includes how they heard about the session to pre-test the effectiveness of different communication vehicles (e.g., flyer, social media, counselor or friend, word of mouth).
- 3) Develop a communication plan for Future First Program that includes social media, digital and print media, program promotional items and website copy content to be shared via various city and program partner communication outlets. For this task the Contractor is expected to allocate funds for print media.

Deliverables:

- Transcription of all data
- Draft and complete a marketing plan and promotional materials (printing costs not included)
- List of ways to improve future community meetings and youth teambuilding opportunities.

Activities to Measure Impact:

- Answers on qualitative surveys from OYS and staff of OYD and Pacific Gateway.
- 4) Identify additional program referral partners and activities for future partner engagement.

Process Outputs:

- Curriculum and manual created and delivered.
- OYS attendance at trainings.

Activities to Measure Impact:

- OYS demonstrates abilities to facilitate in practice training opportunities.
 - Tape them facilitating, "What do youths gain by volunteering?"
 - Qualitative surveys to each of the members of the OYS at the end of each training.
- 5) Attend Futures First Program planning partner meetings monthly.

III. Project Deliverables

The Contractor will provide the following deliverables at the end of the contract performance period:

- 1) Establish a Youth Squad with at least three to five opportunity youth participants ages 16-24 by March 3, 2022.
- 2) Facilitate a minimum of two design sessions with at least 10-15 opportunity youth participants no later than April 28, 2023. Data obtained for these design sessions will be transcribed and provided to the City.
- 3) Develop a communications and branding campaign for the Futures First Program by May 12, 2023.
- 4) Provide the Office of Youth Development with a written report detailing findings from the design sessions, and recommendations for outreach, engagement, and retention of the Futures First Program participants by June 30, 2023.

IV. Performance Period and Invoicing

The performance period for this scope of work is February – June 2023. This opportunity does have the ability for a one-time extension to complete project deliverables, if necessary. Invoicing will need to occur monthly and supporting documentation will be required. Upon contract award, the Contractor will meet with the Collective Impact Bureau Analyst to receive instructions on invoicing and documentation. The City of Long Beach expects the Contractor to participate in monthly planning partner meetings to provide updates and feedback on the contract deliverables. Until future notice, these meetings will most likely be held virtually due to COVID-19 restrictions at healthcare facilities.



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: Futures First Program - Opportunity Youth Squad

Scope of the Work

The City of Long Beach seeks to contract with a vendor to facilitate design sessions engaging opportunity youth in creating a Opportunity Youth Squad to best inform the outreach, engagement and retention strategies of the Futures First Program.

The vendor will work closely with the Office of Youth Development and Pacific Gateway Workforce Investment Board staff to ensure the voices of opportunity youth are uplifted in the design and implementation of the Futures First Program. The selected vendor will need to have at least 5-years of experience implementing programs and engaging opportunity youth directly to design outreach, engagement and enrollment strategies and communication efforts.

The selected vendor shall identify and convene at least five opportunity youth to best inform this project and co-facilitate design sessions. This group is referred to as the Opportunity Youth Squad. The vendor is expected to provide opportunity youth squad a stipend to undertake this work.

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 Long Beach Buys by 5:00 PM on 8/03/2022:

- 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 Sherlyn Beatty at Sherlyn.Beatty@longbeach.gov.



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

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

(3 pages max)

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

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

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



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

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

(2 pages max)

Rate sheet from Part I of the RFQ

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

EXHIBIT “B”

Rates/Charges

V. Proposed Budget and Cost Narrative

Applicant: Leslie A.M. Smith, dba McCormick L.A. Public Relations

Budget Contact Name & Phone: Leslie A.M. Smith, Cell: [REDACTED]

COST NARRATIVE	Budget
PERSONNEL	
Recruitment of Operation Youth Squad. For all tasks, estimate is 50 hours at \$125/hour	\$6,250.00
Administrative weekly meetings to keep items on track (call or Zoom) for one hour (15 meetings at \$125/hour)	\$1,875.00
Training and other meetings as outlined above with the Operation Youth Squad. Includes prep, training, and summary report to give to OYD staff. Ten meetings total at \$2,000.00 per meeting. Will be billed for scheduled meetings. Meetings may be postponed without charge, but a cancelled meeting by the City of Long Beach will amount in a forfeiture of \$2,000.00 that will be billed in the following billing cycle. This includes fees for second trainer for Phase Two (OYD Facilitation Training)	\$20,000.00
Stipends to Opportunity Youth Squad. \$600.00 to each of five members (the maximum allowed by the IRS not requiring a 1099 to be filed). With 24 hours of participation required, this amounts to a payment of \$25/hour. This amount can be paid in two installments of \$300 each at the end of Phase Two and Four, or wholly at the end of Phase Four. Payment will be on a debit card issued to each person.	\$3,000.00
Any interpreter fees deemed necessary are the cost if the City of Long Beach and not the vendor	N/A
Total Personnel	\$31,125.00
Non-Personnel/OTHER EXPENSES	
Materials to Conduct Trainings, Training Manual and Facilitation Toolkit for OYS, including: large Post-it pads, name plates/name tags, facilitation kit materials to include marker pens, adhesive dots, small Post-it notes, tape, timer, box or bag; training materials including binders and copies for the OYD manuals.	\$1,000.00
OYD Training bonuses: \$25 gift cards for attending each of the core training sessions of Phase Two.	\$500.00
Door Prizes for information gathering sessions (must stay to the end, could be Bluetooth, waterproof JBL speakers at \$50 each X 2 per each meeting.	\$200.00
SWAG (something we all get!) branded Futures Forward items to give to participants in appreciation and to raise awareness in the greater community. Items TBD	\$1,175.00
Refreshments at meetings.	\$1,000.00
Total Other Expenses –	\$3,875.00
SUBTOTAL EXPENSES (Personnel + Other)	\$35,000.00
TOTAL EXPENSES (Personnel + Non-Personnel/Other Expenses)	\$35,000.00

EXHIBIT “C”

City’s Representative(s):

Sherlyn Beatty, Youth Development Program
Manager

(562) 570-3267

Sheryln.beatty@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Leslie Smith, Owner

leslie@mccormickla.com