

LBUSD No. 2075.01
AUTHORIZED
BY
BOARD ACTION
Date 2/15/05 By RW

29299

AGREEMENT AMONG LONG BEACH COMMUNITY SERVICES
DEVELOPMENT CORPORATION AND THE CITY OF LONG BEACH AND
LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

This Agreement is made as of October 1, 2004, by and among Long Beach Community Services Development Corporation, Inc. (dba Long Beach Community Action Partnership), a California corporation ("LBCSDC"), the City of Long Beach, a municipal corporation ("City"), and the Long Beach Unified School District of Los Angeles County ("District"). This Agreement is executed for the purpose of defining the collaborative efforts of the parties to assist eligible children and their families in the 90806 zip code through the comprehensive services of the proposed 5-year Role of Men Academy, hereinafter "ROMA", which addresses the issue of absent and under-involved fathers. This Agreement is funded by a grant to LBCSDC as lead partner from the John S. and James L. Knight Foundation ("Knight Foundation") for five years at \$750,000.00 for the total grant amount. The terms of the grant are incorporated by reference.

In consideration of the mutual terms and conditions contained in this Agreement and of the Knight Foundation funds to be paid hereunder, the parties agree as follows:

1. Duties of City:

City hereby agrees to provide the following services related to ROMA:

- A. Provide the core staff for ROMA.
- B. Provide facilities to house ROMA and the maintenance of those facilities.
- C. Directly conduct or be responsible for the intensive recruitment or retention, assessment, case management, legal assistance, mediation, and peer support integral to the successful operation of ROMA.
- D. Provide resources and service necessary to achieve successful parenting skills development, father/child bonding activities, education assistance, health service referrals, mentorship, and relationship counseling with clients.
- E. Work with LBCSDC and District to prepare timely reports to the Knight Foundation.

2. Duties of District:

District hereby agrees to provide the following services related to ROMA:

- A. Assist with recruitment of ROMA's clients.
 - B. Provide volunteer mentors from local chapters of Alpha Phi Alpha fraternity to ROMA's participants.
 - C. Enhance "father-friendly" environments within its centers in the 90806 zip code.
 - D. Work with City to organize age-specific father-child activities, field trips and workshops to assist fathers in helping their children to develop appropriate cognitive, social, and emotional skills.
 - E. Work with LBCSDC and City to prepare timely reports to the Knight Foundation.
3. Duties of LBCSDC:
- LBCSDC hereby agrees to provide the following services related to ROMA:
- A. Act as lead partner to receive and manage grant funds from the Knight Foundation.
 - B. Administer the grant funds.
 - C. Distribute grant funds to City and District pursuant to this Agreement.
 - D. Provide multiple support and program enhancement services, including support services, education and training, job skills development, and financial education training.
 - E. Work with City and District to prepare timely reports to the Knight Foundation.
 - F. Provide fiscal and other data for audits required by the grant.
4. All parties agree to:
- A. Seek to maintain and to raise additional grant-required local matching funds in the manner deemed appropriate by all parties.
 - B. Seek to secure program development funds from additional sources.
 - C. Recruit and hire a qualified and experienced evaluator to provide evaluation services to ROMA.

- D. Work with evaluator to create evaluation tools for ROMA.
- E. Cooperate with each other to support ROMA.

5. Compensation. The parties agree that the budgeted amount for the first year of this Agreement for each party shall be as follows: LBCSDC shall pay an amount not to exceed \$115,150 to City; LBCSDC shall pay an amount not to exceed \$12,600 to District; and LBCSDC shall retain \$22,250. For each subsequent year of this Agreement, the parties shall execute an amendment to this Agreement which identifies the budgeted amount for that year.

- A. For the first year of this Agreement City shall receive a cash advance of \$28,787.50 on its execution of this Agreement, and District shall receive a cash advance of \$12,600 on its execution of this Agreement. At the end of the first year of this Agreement and the start of each subsequent year of this Agreement, the parties shall receive a cash advance to be mutually determined and identified in an amendment to this Agreement.
- B. After the first advance payment to the City for the first year of this Agreement, LBCSDC shall thereafter pay \$28,787.50 to the City on January 1, 2005, on April 1, 2005 and on July 1, 2005, the sum of \$28,787.50 on each date.
- C. If the Knight Foundation requests that any funding be returned for any reason, each party shall return the funding it received pro rata to the total funding that it received.
- D. City and District agree to maintain separately and continuously, at the sole expense of each, insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 in an amount of \$1 million per occurrence and \$2 million in aggregate that names the Long Beach Community Services Development Corporation, its officers, employees and agents as additional insureds on an endorsement equivalent in coverage scope to an ISO CG 20 26 11 85 form.

6. Miscellaneous:

- A. The term of this Agreement begins on October 1, 2004 and ends on September 30, 2009.
- B. Any party to this Agreement may immediately terminate this Agreement for cause (for example: lack of funding or failure to perform above specified duties) at any time by giving notice to the other parties.

- C. Any party may terminate this Agreement without cause by giving to the other parties at least 30 days prior notice. Notice shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to LBCSDC at 780 Atlantic Avenue, Long Beach, California 90813, to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attention: City Manager, and to District at 2898 Orange Avenue, Signal Hill, California 90755. Notice shall be deemed given on the date personal delivery is made or on the date of deposit in the mail, whichever occurs first.
- D. City and District shall submit quarterly reports to LBCSDC.
- E. City and District shall submit annual reports to LBCSDC each year by August 31st, with a final report due on August 31st, 2009.
- F. LBCSDC shall submit annual reports to the Knight Foundation by October 1st of each year.
- G. The City and District agree to name LBCSDC as an additional insured.

7. Amendment. This Agreement shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement. However, the parties shall execute an amendment to this Agreement each year during the term of the Agreement which amendment shall identify the amount to be received by each party for that year and the amount of the advance payable to each party.

8. Law. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). The parties shall comply with all laws, ordinances, rules and regulations of and obtain such permits, licenses, and certificates required by all federal, state and local governmental authorities.

9. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

10. Costs. If there is any legal proceeding among the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and court costs (including appeals).

11. Nondiscrimination. In connection with performance of this Agreement and

subject to applicable rules and regulations, no party shall discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability.

12. Third Party Beneficiary. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

13. Indemnification. Each party shall defend, indemnify and hold harmless the remaining parties from and against all liability, damage, claims, causes of action, costs and expenses (including attorney's fees) arising from the negligent acts or omissions related to services performed by the indemnifying party under this Agreement.

14. Independent Relationship. The parties agree that this Agreement does not constitute a joint venture by or any other relationship of the parties and that each party is acting as an independent contractor with respect to its services under this Agreement.

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

[Signature] _____ 5/20/05
Signature Date

On Behalf of the City of Long Beach

Gerald R. Miller
Printed Name

[Signature] _____ 2/17/05
Signature Date

On Behalf of Long Beach Unified School District of
Los Angeles County

Barack L. Bartlett
Purchasing & Contracts Director

[Signature] _____ 1/18/05
Signature Date

On Behalf of LBCSDC

Lance A. Williams, Ph.D.
Printed Name

APPROVED AS TO FORM
5/18, 20 05
ROBERT E. SHANNON, City Attorney
BY [Signature]
SENIOR DEPUTY CITY ATTORNEY