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1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly 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 Twenty-Five Thousand Dollars (\$25,000) annually with a contingency of twenty percent (20%) for a total annual contract amount not to exceed Thirty Thousand Dollars (\$30,000), 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

1 performance of the services under this Agreement. If the services involve work upon
2 any site, Contractor warrants that Contractor has or will investigate the site and is
3 or will be fully acquainted with the conditions there existing, prior to commencement
4 of services set forth in this Agreement. Should Contractor discover any latent or
5 unknown conditions that will materially affect the performance of the services set
6 forth in this Agreement, Contractor must immediately inform the City of that fact and
7 may not proceed except at Contractor's risk until written instructions are received
8 from the City.

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

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

18 2. TERM. The term of this Agreement shall commence at midnight on
19 January 1, 2020, and shall terminate at 11:59 p.m. on December 31, 2021, unless sooner
20 terminated as provided in this Agreement, or unless the services or the Project is
21 completed sooner. The City shall have the option to extend the term for three (3) additional
22 one-year periods, at the discretion of the City Manager.

23 3. COORDINATION AND ORGANIZATION.

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

1 Project. City shall furnish to Contractor information or materials, if any, described in
2 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
3 perform any other tasks described in the Exhibit.

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

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

21 5. INSURANCE.

22 A. As a condition precedent to the effectiveness of this
23 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
24 duration of this Agreement, from insurance companies that are admitted to write
25 insurance in California and have ratings of or equivalent to A:V by A.M. Best
26 Company or from authorized non-admitted insurance companies subject to Section
27 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
28 by A.M. Best Company, the following insurance:

1 (a) Commercial general liability insurance (equivalent in scope to
2 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
3 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
4 coverage shall include but not be limited to broad form contractual liability,
5 cross liability, independent contractors liability, and products and completed
6 operations liability. City, its boards and commissions, and their officials,
7 employees and agents shall be named as additional insureds by
8 endorsement (on City's endorsement form or on an endorsement equivalent
9 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
10 shall contain no special limitations on the scope of protection given to City,
11 its boards and commissions, and their officials, employees and agents. This
12 policy shall be endorsed to state that the insurer waives its right of
13 subrogation against City, its boards and commissions, and their officials,
14 employees and agents.

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

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

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

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

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or policies not contained retention or deductible provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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17. PREVAILING WAGES.

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

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

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

19. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents (“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys’ fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or

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

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

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

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

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

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

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

6 22. NONDISCRIMINATION.

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

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

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

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

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

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

1 other monies.

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

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

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

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

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

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

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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.

CALIFORNIA STATE UNIVERSITY LONG BEACH RESEARCH FOUNDATION, a California nonprofit corporation

January 23, 2020
01-28, 2020

By [Signature]
Name Simon Kim
Title Associate Vice President
By [Signature]
Name Brian M. Rowlin
Title Chief Operating Officer

"Contractor"

CITY OF LONG BEACH, a municipal corporation

February 4, 2020

By Rebecca G. Garner

^{City Manager}
EXECUTED PURSUANT
TO SECTION 301 OF
"City" THE CITY CHARTER

This Agreement is approved as to form on February 3, 2020.

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”

Garcia, Melawhy – Tobacco Education Program Proposal

A. PROPOSED SCOPE OF WORK

The following Scope of Work describes the activities and responsibilities outlined in the RFA. Dr. Melawhy Garcia, proposed Project Director, will oversee the completion of all project activities. Dr. Garcia will work with a part-time Project Assistant, an Interpreter, and recruit a team of six CSULB students (per semester) to assist with the activities to ensure timely completion. Dr. Garcia and the Project Coordinator will supervise students and hold weekly meetings with students to discuss timelines, weekly goals, and project deliverables.

Activity 1: Recruit 5-7 participants and provide interpretation services for each of 4 focus groups on various topics. The project staff will work together to recruit ten (10) participants for each of the four (4) focus groups. Given the show rate of community members, we expect to over recruit to ensure the participation of 5-7 participants per group. The following tasks will be completed for this activity: **a)** Develop bilingual (English/Spanish) recruitment flyers and scripts, **b)** Confirm focus group dates to finalize recruitment flyers, **c)** Participant recruitment will be ongoing and take place in various community settings in the City of Long Beach (i.e., schools, community group meetings, health fairs), **d)** Recruitment flyers will be posted at Center partner organizations (i.e., schools, clinics, community organizations), **e)** Participant follow-up and group attendance confirmation calls will be made prior to each group, **f)** Center Interpreter will be scheduled to attend four (4) focus groups and provide interpretation services.

Activity 2: Survey 50-100 tenants to collect data about attitudes, and perceptions regarding exposure to secondhand smoke in multi-unit housing settings. The Project Director will train students in surveying techniques, data collection, and project survey items to prepare for project survey administration with 50- 100 tenants of multi-unit residences in Long Beach. Six students will receive course credit and stipends to engage in survey data collection each semester. The Project Director and Project Assistant will oversee data collection activities and hold weekly meetings with students to discuss timelines, goals, and progress. The following tasks will be completed for this activity: **a)** Student training in surveying techniques, data collection, and project survey items will take place prior to engaging in participant recruitment, **b)** A recruitment script and screener will be developed to explain the purpose of the survey, assess interest in participation, and to screen for eligibility, **c)** A list of addresses and housing units will be created to track surveying efforts, **d)** Teams of two (2) students will work together to meet tenants, recruit and screen, and administer surveys to participants, **e)** The students will complete daily effort forms to track progress and surveys, **f)** The project team will meet weekly to discuss progress, timelines, and problem solve any issues, **g)** The Project Director will be available at all times students are conducting outreach, and **h)** The Project Assistant will inventory surveys and arrange for delivery to Evaluators.

Activity 3: Conduct 5-10, 15-30 minute presentations to 5-10 community groups. The Project Director will work with the Project Assistant to develop a 15-30 minute presentation on tobacco use prevention and reduction of secondhand smoke exposure. The presentation will include health risks associated with tobacco use, tips and resources for quitting, as well as how to reduce secondhand smoke exposure. The Project Director and Assistant will conduct the presentations. The following tasks will be completed for this activity: **a)** Develop bilingual community presentations by identifying credible national and local information, **b)** Create a list of community organizations/groups to invite for presentations, **c)** Follow-up to confirm attendance, telephone calls will be made prior to each presentation, **d)** Create schedules of community presentations and identify space, **e)** Conduct 5-10 presentations with 5-10 community groups, **f)** Collect participant names for tracking attendance and participation by different community groups, and **g)** The Project Assistant will create a presentation log for submission to Evaluators.

Activity 4: Host 3 tables/booths annually at community and health fairs to educate about the benefits of smoke-free housing. The Project Director and Project Assistant will work together to identify community events and health fairs for student teams to host 3 tables/booths to educate community members about the benefits of smoke-free housing. The following tasks will be completed for this activity: **a)** Identify health/community fairs to develop a student schedule, **b)** Prepare materials for each fair including LBDHHS

resources and other credible sources, **c)** Teams of three (3) students will host 3 tables/booths, and **d)** The Project Assistant will create a tabling log for submission to Evaluators.

Activity 5: Conduct 2-4, 60-90 minute trainings for approximately 5-10 community members, and collaborative partners to increase their knowledge on SFMUH. The Project Director will develop training materials and implement 2-4, 60-90 minute trainings for community members and community partners to increase their knowledge on smoke free multi-unit housing. The Project Director will work with the Project Assistant to plan for an implement trainings. Student teams will recruit participants to ensure required attendance at different trainings. The following tasks will be completed for this activity: **a)** Develop 60-90 minute training on SFMUH in Long Beach, **b)** Develop recruitment flyers and recruitment scripts for use by students, **c)** Teams of two (2) students will outreach and recruit participants, **d)** Identify and confirm training locations in convenient locations in Long Beach, **e)** Follow-up to confirm attendance, telephone calls will be made prior to each presentation, **f)** Conduct 2-4 (60-90 minute) community trainings on SFMUH with 5-10 community members, **g)** Collect participant names for tracking attendance and participation by different community groups, and **h)** The Project Assistant will create a presentation log for submission to Evaluators.

Activity 6: Collect a minimum of 600 petitions and to build a mailing list and demonstrate community support. Project staff will collect a minimum of 600 petitions and contact information to build a mailing list to demonstrate community support for SFMUH. The petitions will be collected throughout the project period at every project event and through targeted efforts. The following tasks will be completed for this activity: **a)** Petitions and sign-up sheets will be available at every project activity including focus groups, both/tabling events, community presentations, community trainings, and the forum, **b)** Community locations will be identified and students scheduled to conduct outreach, and **c)** Students will assist with community outreach and collection of petitions and contact information Petitions will be counted and tracking document including contact information will be developed for submission to the Evaluators.

Activity 7: Assist the Tobacco Education Program with the planning and implementation of 1 smoke-free multi-unit housing community forum. The Project Director will participate in planning of the SFMUH community forum. Students will be available assist with the implementation of the community forum. The following tasks will be completed for this activity: **a)** Participate in planning call and in-person meetings, **b)** Provide assistance and support with planning logistics, **c)** Collaborate in the implementation of the community forum, **d)** Assist with outreach to invite community members to the forum, and **e)** Assist with any data collection at forum.

Other Contractor Responsibilities: The project teams agrees to other contractor responsibilities outlined in the proposal. The Project Director will maintain ongoing communication with the LBDHHS Tobacco Education Program staff to ensure the successful completion of all project activities. Specifically, the project team will carry-put the following responsibilities: 1) Attend TEP SOW Sub-Contractor training and implementation; 2) Meet with the Program Coordinator monthly to monitor progress; 3) Attend required quarterly Coalition for a Smoke Free Long Beach meetings; 4) Submit monthly Progress Reports and invoices using provided templates, on the 6th working day of each month.

B. STAFF QUALIFICATIONS

The CSULB Center for Latino Community Health, Evaluation, and Leadership Training is a partnership between Unidos US (formerly known as the National Council of La Raza [NCLR]) and California State University, Long Beach (CSULB). The CSULB Center for Latino Community Health, Evaluation, and Leadership Training (hereafter Center) was established in 2005 through a congressional earmark spearheaded by then Congresswoman Hilda Solis. The Center has three pillars of work which are highlighted in our name: 1) Community health; 2) Evaluation; and 3) Leadership training.

Key Personnel

Melawhy L. Garcia, MPH, PhD (Proposed Project Director) is the Center Co-Director and is an Assistant Professor in the Department of Health Science at CSULB. She received a B.A. in Psychology and an M.P.H. in Community Health Science from CSULB. She earned her Ph.D. from the University of California, San Diego/ San Diego State University (UCSD/SDSU) Joint Doctoral Program in Public Health with an emphasis in Health Behavior Research. She completed a postdoctoral fellowship at the Women's Cardiovascular Research Center in the Department of Family Medicine and Public Health at UCSD. She has experience with multidisciplinary epidemiological and applied research through her work on the Hispanic Community Health Study/Study of Latinos (HCHS/SOL), a prospective cohort study, as well as applied research through her work on numerous community-based and randomized controlled trials. Since 2005, she has been involved in community-based participatory research, student training, and evaluation projects at the Center. Since 2013, she expanded her research to include epidemiological and applied clinical research through SDSU's Institute for Behavioral and Community Health (IBACH) and the South Bay Latino Research Center (SBLRC). The SBLRC is a partnership clinic among SDSU, UCSD, and the San Ysidro Health Center, a large federally qualified health center in the South Bay of San Diego. At UCSD, she conducted population-based research at UCSD's Women's Cardiovascular Research Center, one of five centers funded by the American Heart Association across the country. As a key member on different research teams at these institutions, she contributed to the development and submission of program reports and evaluation.

Dr. Garcia has 15 years of experience working on community-based initiatives in the City of Long Beach. Her training in psychology and health behavior have equipped her with skills in research design, quantitative (e.g., multivariate statistic) and qualitative (e.g., focus groups, interviews, observations) methodologies. She also has extensive experience in planning and implementation of small and large meetings and conferences. As Assistant Professor, she teaches courses on community needs assessment and program planning, statistics, and chronic disease prevention. She also serves as the Faculty Advisor for the Health Science Student Association. She has over 10 years of experience mentoring and training students in community-based research. This training includes participant recruitment, data collection, and health education. Her experience implementing different community initiatives in Long Beach makes her an excellent Project Director for this project. Record of her productivity can be found through numerous peer-reviewed publications demonstrating the multidisciplinary skills needed to carry-out the project.

TBD, Project Assistant. A part-time Project Assistant will be hired and trained to assist with project deliverables. The Center has a pool of highly qualified masters level graduate researchers as well part-time staff who are interested in working in the city of Long Beach on health education and prevention programs. The Project Assistant qualifications will include the following: a) enrolled in the CSULB masters of public health (MPH) program, or earned an MPH degree in the last three years, b) 1-2 years of experienced in community health education in the City of Long Beach, c) fluent in English/Spanish, d) available for part-time work in the next 12 months. A job description and application will be posted on the CSULB Center website page and interviews will be conducted to select the most qualified candidate.

TBD, Twelve (12) Student Research Interns. A total of six undergraduate student interns will be selected for Spring 2020 and six for Fall 2020. Student research interns will be trained and supervised to conduct project activities in the City of Long Beach. Students will be selected from the CSULB Health Science course 485 which requires students to enroll in a formal internship for course credits. Student interns are expected to complete a total of 210 hours per semester. Each student will receive a stipend of \$300 dollars as payment for their participation in the project activities. Students will be expected to submit an application and interviewed to fill the open positions. Student qualifications will include: a) currently enrolled in HSC 485 internship course or interested in internship experience, b) training in health education through course work of field experience, c) availability to participate in project trainings, d) fluent in English/Spanish, e) experience in collecting data.

EXHIBIT “B”

Garcia, Melawhy – Tobacco Education Program Proposal

B. PROPOSED BUDGET AND NARRATIVE

Activity 1: Recruit 5 -7 participants and provide interpretation services for each of 4 focus groups on various topics.		
Item	Budget	Description
<i>Salaries + Fringe Benefits</i>		
Project Director	\$348.16	5 hours at \$63.97 + Benefits at 8.85%
Project Assistant	\$193.69	10 hours at \$17 + Benefits at 10.68%
Student Interns		Budgeted as a stipend under Other below
<i>Interpretation Services</i>	\$1,000.00	4 focus groups (\$250 per group)
Total	\$1,541.85	
Activity 2: Survey 50 - 100 tenants to collect data about attitudes, and perceptions regarding exposure to secondhand smoke in multi-unit housing settings.		
Item	Budget	Description
<i>Salaries + Fringe Benefits</i>		
Project Director	\$417.79	6 hours at \$63.97 + Benefits at 8.85%
Project Assistant	\$1,757.57	93.4 hours at \$17 + Benefits at 10.68%
Student Interns		Budgeted as a stipend under Other below
Total	\$2,175.36	
Activity 3: Conduct 5 - 10, 15 - 30 minute presentation to 5 - 10 community groups.		
Item	Budget	Description
<i>Salaries + Fringe Benefits</i>		
Project Director	\$1,044.47	15 hours at \$63.97 + Benefits at 8.85%
Project Assistant	\$188.16	10 hours at \$17 + Benefits at 10.68%
Student Interns		Budgeted as a stipend under Other below
Total	\$1,232.63	
Activity 4: Host 3 tables/booths at community and health fairs to educate about the benefits of smoke-free housing.		
<i>Salaries + Fringe Benefits</i>		
Project Assistant	\$ 376.31	20 hours at \$17 + Benefits at 10.68%
Student Interns		Budgeted as a stipend under Other below
<i>Rental</i>	\$ 300.00	At a rate of \$100 per booth for 3
<i>Materials</i>	\$ 200.00	Promotional Materials, Activities
Total	\$ 876.31	

Activity 5: Conduct 2 - 4, 60 - 90 minute trainings for approximately 5 - 10 community members and collaborative partners to increase their knowledge of SFMUH.		
<i>Salaries + Fringe Benefits</i>		
Project Director	\$ 1,114.10	16 hours at \$63.97 + Benefits at 8.85%
Project Assistant	\$ 301.05	16 hours at \$17 + Benefits at 10.68%
Student Interns		Budgeted as a stipend under Other below
<i>Materials</i>	\$ 100.00	Printed materials, folders, pens, ink
Total	\$ 1,515.15	
Activity 6: Collect a minimum of 600 petitions and to build mailing list and demonstrate community support.		
<i>Salaries + Fringe Benefits</i>		
Project Assistant	\$3,687.86	200 hours at \$17 + Benefits at 10.68%
Student Interns		Budgeted as a stipend under Other below
Total	\$3,687.86	
Activity 7: Assist the TEP with the planning and implementation of 1 smoke-free multi-unit housing community forum.		
<i>Salaries + Fringe Benefits</i>		
Project Director	\$ 696.31	10 hours at \$63.97 + Benefits at 8.85%
Project Assistant	\$564.47	30 hours at \$17 + Benefits at 10.68%
Student Interns		Budgeted as a stipend under Other below
Total	\$ 1,260.78	
Contractor Responsibilities: Attendance to TEP SOW Sub-Contractor training and implementation, Monthly meetings with Program Coordinator, Quarterly Coalition for Smoke Free Long Beach meetings, and Submission of Progress Reports and Invoices on the 6th working day of each month.		
<i>Salaries + Fringe Benefits</i>		
Project Director	\$4,177.88	60 hours at \$63.97 + Benefits at 8.85%
Total	\$4,177.88	
Other: Student Interns	\$ 3,600.00	\$300 one-time stipends for 6 students per semester
Direct Cost	\$20,067.00	
Indirect Cost	\$4,281.00	Minimum indirect rate 26% of direct cost.
TOTAL COST	\$24,348.00	

Note: CSULB Research Foundation's Off-Campus DHHS federally negotiated rate of 26% effective as of 07/01/2017-06/30/2021 on projects sponsored through government grants or per programs guidelines. The MTDC base consists of all salaries and wages, benefits, supplies, services, travel, and the first \$25,000 of each subaward. Equipment, student fees/scholarship, off site facility rentals, and the portion of each subaward in excess of \$25,000 are excluded from the MTDC calculations.

EXHIBIT “C”

City’s Representative(s):

Richard L. Nuñez, TEP Program Coordinator

(562) 570-7930

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Dr. Melawhy Garcia, Project Director