

AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of March 2, 2021,
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on May 21, 2019, by and between KRISTOPHER
6 MCLUCAS, a sole proprietorship ("Contractor"), with a place of business at PO Box 4066,
7 Long Beach, California 90804, and the CITY OF LONG BEACH, a municipal corporation
8 ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with leading bi-monthly Fatherhood in Action groups as a
11 supportive space for fathers to learn the skills on how to improve relationships with their
12 children ("Project"); and

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

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

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

27 1. SCOPE OF WORK OR SERVICES.

28 A. Contractor shall furnish specialized services more particularly

1 described in Exhibit "A", attached to this Agreement and incorporated by this
2 reference, in accordance with the standards of the profession, and City shall pay for
3 these services in the manner described below, not to exceed Forty-Six Thousand
4 Eight Hundred and Fourteen Dollars (\$46,814.00) annually, at the rates or charges
5 shown in Exhibit "B".

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

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

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

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

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

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

15 2. TERM. The term of this Agreement shall commence at midnight on
16 March 1, 2021, and shall terminate at 11:59 p.m. on September 29, 2022, unless sooner
17 terminated as provided in this Agreement, or unless the services or the Project is
18 completed sooner. The City shall have the option to extend the term for two (2) additional
19 one-year periods, at the discretion of the City Manager. This Agreement shall not be
20 extended past May 21, 2024 without authorization of the City Council.

21 3. COORDINATION AND ORGANIZATION.

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

1 perform any other tasks described in the Exhibit.

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

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

19 5. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 17. PREVAILING WAGES.

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

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

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

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

20 19. INDEMNITY.

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

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

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

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

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

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

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

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

4 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

13 24. NOTICES. Any notice or approval required by this Agreement shall
14 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
15 postage prepaid, addressed to Contractor at the address first stated above, and to City at
16 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
17 to the City Clerk at the same address. Notice of change of address shall be given in the
18 same manner as stated for other notices. Notice shall be deemed given on the date
19 deposited in the mail or on the date personal delivery is made, whichever occurs first.

20 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
21 that Contractor has not employed or retained any entity or person to solicit or obtain this
22 Agreement and that Contractor 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 Contractor
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 26. 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 27. CONTINUATION. Termination or expiration of this Agreement shall
6 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
7 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

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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.

KRISTOPHER MCLUCAS, a sole proprietorship

03/11/21, 2021

By [Signature] LCSW
Name Kristopher McLucas, LCSW
Title Owner

_____, 2021

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

March 25, 2021

By [Signature]
City Manager

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

This Agreement is approved as to form on March 21, 2021.

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

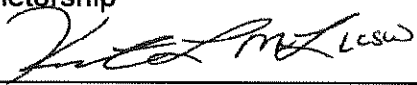
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

KRISTOPHER MCLUCAS, a sole proprietorship

03/11/21, 2021

By 
Name Kristopher McLucas, LCSW
Title Owner

_____, 2021

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2021

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT “A”



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

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

Project Name: Fundamentals of Fatherhood Program - Fatherhood in Action Network Support Group

The vision of the proposed Fundamentals of Fatherhood Program (FFP) is to strengthen family protective factors and transform the role of men as providers, friends and partners by building the social, emotional and financial capabilities of fathers. The FFP vision will be accomplished by working with low-income fathers of color (and father figures) over the age of 18 that have children 24 years of age and under across SPA 8.

The FFP will engage 200 fathers annually in a five-year grant period from September 2020 to October 2025 through a safe and welcoming support group called Fatherhood in Action Network (FAN). The consultant that facilitates FAN will guide fathers through the Nurturing Fathers Program in ten weeks, offering two Spanish and two English sessions (each session is 90 minutes) per month throughout the grant period. The consultant must have at least five years of experience working with low-income men and familiar with trauma-informed approaches.

By grant year 5, FFP will increase fathers' capacity to manage relationships, quality and frequency of father-child engagement, parenting skills, and family functioning.

Is an interview or oral presentation needed? YES Tentative Date: _____
NO

If a section(s) below is checked, the applicant must complete the corresponding section(s) on the following pages, and upload the entire document to PlanetBids by 9:00am on 7/1/20:

- 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 Ana Lopez at ana.lopez@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.



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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.

Objectives	Activities and Subtasks	Staff Assignment	Timeline	Deliverables
<p>Include who, what, when, where, how and how much for each objective.</p> <p>Serve 75-90 fathers (English and/or Spanish speak) per year in the FAN groups.</p>	<p>Indicate the activities and subtasks leading to the fulfillment of the objective. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.</p> <ul style="list-style-type: none"> Conduct bi-monthly English/Spanish FAN groups virtually and in-person to fathers in SPA 8 	<p>Consultant</p>	<p>May 3rd, 2021-September 30th, 2021</p>	<p>September 29, 2021</p>
<p>Facilitate the Nurturing Father's curriculum (approximately 20-24 hours/week).</p>	<ul style="list-style-type: none"> Facilitate the Nurturing Father's Curriculum cohort (number TBD) Participate in weekly meetings 1 hours with the Strengthening Families Program Manager Participate in monthly CQI leadership meetings. Facilitate weekly makeup sessions (as needed) for fathers 	<p>Consultant</p>	<p>April 1st, 2021-September 29, 2021</p>	<p>September 29, 2021</p>
<p>Facilitate (1) Father-Friendly Training for community partner, Friends Outside in Los Angeles County (FOLA),</p>	<ul style="list-style-type: none"> Develop and facilitate a staff development training on father friendly best practices for FOLA. Participate in any planning meetings for the training. 	<p>Consultant</p>		<p>September 29th, 2021</p>
<p>Facilitate (1) community-based activity focused on strengthening the relationship between fathers and their children and fathers and their co-parent. This event will be in person or virtual depending on local public health recommendations. If the event is held in person, it will</p>	<ul style="list-style-type: none"> Recruit fathers and their families in SPA 8 with the FFP to participate in the community-based activities. 	<p>Consultant</p>	<p>June 1st, 2021-September 29, 2021</p>	<p>Between June 30th, 2021 and August 30, 2021</p>

<p>comply with recommended social distancing measures.</p>				
<p>Gather outcome data on the effectiveness of the FAN groups</p>	<ul style="list-style-type: none"> • Collect qualitative and quantitative data on the skills learned in the bi-weekly group sessions (e.g., participant polls, and/or surveys) • Conduct two focus groups (1 in English and 1 in Spanish). • Make program modifications (as necessary) based on the results of the program data 	<p>Consultant</p>	<p>May 3rd, 2021-September 29, 2021</p>	<p>September 29, 2021</p>

Statement of Qualifications

Fatherhood in Action

In the proposed grant, Kristopher McClucas, and his team will lead bi-monthly Fatherhood in Action groups to continue to provide a supportive space for fathers to learn the skills on how to improve their relationships with their children. These groups will be led primarily by licensed (e.g. LCSW and LMFT) father (or father-figures) with an extensive history of working with fathers. The added dynamic of having clinicians that are licensed, male-identifying fathers (or father figures) lead these groups will provide a unique space for fathers to come together to learn the skills to improve their relationship with their children. Included below are the consultants’ professional qualifications:

Kristopher L. McClucas, LCSW

Kristopher McClucas, LCSW in bilingual in Spanish and English and has been a practicing Social Worker for the past 13 years. He has worked in a variety of clinical and administrative capacities in the greater South Los Angeles and Long Beach communities.

Kristopher McClucas has led several consulting projects with Friends Outside in Los Angeles County (FOLA), Southern California Crossroads, and the City of Long Beach Department of Health and Human Services.

Kristopher McClucas was the lead consultant on FOLA’s First 5 LA grant through which DHHS grantees engaged in policy work in their area of fatherhood expertise. As the lead consultant, Kristopher led a 2-year process to identify the best practices for supporting the relationship between reentry fathers and their children. At the conclusion of this project, Kristopher co-wrote the final report that identified current gaps in Los Angeles County for working with fathers and their children between 0-5 years old. Kristopher has also conducted several trauma-informed trainings to their staff, including the staff of the Dads Back! Academy. The training topics focused on: engagement, case management, staff-supervision, and staff wellness.

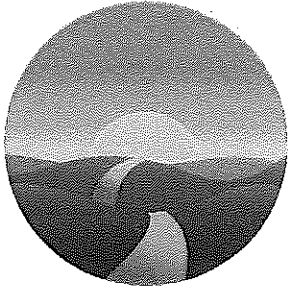
Kristopher currently provides ongoing consultation with Southern California Crossroads. Kristopher provides supervision to the team that works with trauma-impacted (e.g. survivors of gun violence, sexual assault, domestic violence, etc.) community members. Kristopher has also facilitated trauma informed training to enhance their staff's capacity to work effectively with survivors of trauma. Some of the training topics have included wellness, trauma informed case management, engagement with challenging clients, etc. Kristopher's work with Southern California Crossroads led to him being invited to present at a gang conference in San Salvador, El Salvador and provide training to front-line first responders that work closely with communities impacted by gang violence. Kristopher continued his consulting practice with the City of Long Beach, Department of Health and Human Services. Kristopher supported the City of Long Beach in the promotion and the training of community partners on the best practices to promote father-friendly spaces and practices in Long Beach. Kristopher currently co-facilitates the Fatherhood in Action monthly groups for fathers in the greater Long Beach community. These monthly groups create access for fathers (and father-figures) to learn skills to improve their relationships with their children.

Additionally, Kristopher is an Adjunct Professor at the Smith College, School for Social Work in Northampton, Massachusetts. Kristopher teaches the first-year practice course for graduate-level social work students.

LeHenry Solomon, LMFT

LeHenry Solomon is a Licensed Marriage and Family Therapist with over 20 years' experience in the field of mental health working with various Los Angeles County Departmental agencies including mental health, child protective services, public health and probation. LeHenry has supervised fatherhood programming since 2012 and has worked in fatherhood since 2010. He has worked on federal studies researching the impact of attachment between fathers and their children under the age of 3 and is currently a community member on the African American Infant Maternity and Mortality Committee(AAIMM) through the Department of Public Health where he developed and facilitates a group for fathers to decrease the disproportionate numbers of mortality for African American women and their infants. LeHenry is also an Adjunct Professor of Psychology at Compton College, the Clinical Program Manager at Children's Bureau and founder of That's My Dad an organization that provides trainings in the areas of Father Engagement and Trauma-Informed Coaching .

EXHIBIT “B”



Kristopher McLucas, LCSW
Consultant

Budget

Item				Budget
Personnel Cost (i.e. FAN group facilitation) \$70/hr				
1. Consultant (Spanish Speaking)		6	30	\$2,100
2. Co-Consultant		6	30	\$2,100
3. Co-Consultant		6	30	\$2,100
4. Co-Consultant (Spanish Speaking)		6	30	\$2,100
Total		24	120	\$ 8,400
Personnel Cost (i.e. Nurturing Father Curriculum facilitation) \$40/hr				
	Hours/Week	Hours/Month	Hours/Year	
1. Facilitator	12	48	384	\$15,360
2. Facilitator	12	48	384	\$15,360
Total	24	96	768	\$30,720
Light Refreshments				
1. Annual Father/Family Beach Day				\$1000
2. Group Incentives				\$1000
Total				\$2,000
Personnel Cost (i.e. Focus Group and Evaluation) \$70/hr				
Consultant			6	\$420
Total				\$420
Personnel Cost \$70/hr				
Fatherhood Friendly Training			4	\$280
Administrative Items				
1. Marketing		4	20	\$840.00
2. Administrative Cost @10%				\$4,154.00
Total administrative Cost				\$4994.00

Phone: (909) 234-2731
 Email: klmclucas@gmail.com

Address: Po Box 4066 Long
 Beach, CA 90804

Total Budget				\$46,814.00
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Budget Narrative

Personnel Cost

The FAN team will include 4 licensed therapists, consultants, that will provide the biweekly FAN support groups (English and Spanish) over the grant period. The total cost for each is \$70/hour and each consultant is expected to provide 6 billable group hours/month working directly with the fathers. The total cost per year for each consultant to facilitate the support groups would be **\$2940/year for a total cost of \$11,760.**

The facilitators (2-3) will also conduct the Nurturing Fathers Curriculum and participate in program support activities for a yearly total of 672 hours. The total cost for each consultant’s activities would be **\$28,224 or \$9408 each.** The program support activities include the participation in:

- Weekly meetings with the Strengthening Families Program Manager
- Monthly CQI leadership meetings.
- Facilitate weekly makeup sessions (as needed) for fathers.

Fatherhood Friendly Training

Consultant will provide a 90 min training to Friends Outside in Los Angeles County (FOLA). The total cost includes the training time and any additional planning (e.g., planning meetings with FOLA, updating materials, etc.). Total cost is **\$280.**

Light Refreshments

Families with Fathers Beach Day

The FAN team plans to host 1 community event to promote family engagement and healthy communication between the fathers and their families. The proposed event would be an annual Families with Fathers Beach Day. The anticipated cost for the Families with Fathers Beach Day would be **\$1000** for light refreshments for the fathers and their families.

Monthly Groups Incentives

The FAN team will raffle incentives (ie gift cards) for the fathers that attend the monthly group sessions and participation in the focus group. Total cost **\$1000**

Administrative Items

Administrative Cost

This is the program administration cost to facilitate the implementation of the monthly FAN groups. The total yearly cost at 10% of the program cost is **\$4,240.40/year.**

Marketing

The FAN team will subcontract with a graphic designer to create promotional materials for the monthly FAN groups and any other materials. Total cost **\$840.00**

Evaluation

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The FAN team will conduct an evaluation of the program weekly (i.e., surveys) and yearly (i.e., focus groups in Spanish and English). Total cost **\$420**

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EXHIBIT “C”

City’s Representative(s):

Stephanie Chmelik - Program Director

(562) 570-3281

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Kristopher McLucas

(909) 234-2731

klmclucas@gmail.com