

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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LONG BEACH RECOVERY ACT SERVICES AGREEMENT

36340

THIS LONG BEACH RECOVERY ACT SERVICES AGREEMENT

("Agreement") is made and entered into, as of July 26, 2022, for reference purposes only, by and between the CITY OF LONG BEACH ("City"), a municipal corporation, with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802, and HUMAN-I-T ("CONTRACTOR"), a Colorado nonprofit corporation, with its principal place of business at 4941 Eastern Avenue, Bell, CA 90201.

WHEREAS, the American Rescue Plan Act (ARPA) was passed by Congress on March 10, 2021 and signed into law on March 11, 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency and bring back jobs;

WHEREAS, on March 16, 2021, the Long Beach City Council approved the Long Beach Recovery Act (LB Recovery Act), a COVID-19 recovery program that utilizes federal ARPA funds among other funding sources to support City programs in three main categories - Economic Recovery, Healthy and Safe Community, and Securing Our City's Future;

WHEREAS, the purpose of this LB Recovery Act contract award to CONTRACTOR is to respond to the COVID-19 public health emergency; and

WHEREAS, City has selected CONTRACTOR in accordance with City's administrative procedures using a Request for Proposal ("RFP") No. ED22-022 for the Free Internet Services and Computing Devices, and City has determined that CONTRACTOR and its employees are qualified, licensed, if so required, and experienced in performing the services related to the Program (as defined below); and

WHEREAS, City desires to have CONTRACTOR perform these services related to the Program, and CONTRACTOR is willing and able to do so on the terms and conditions, including exhibits, in this Agreement;

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1           WHEREAS, the terms of any RFP/RFQ, if applicable, and the terms and  
2 conditions of the CONTRACTOR'S application, and any amendments thereto as may be  
3 approved by the City, are incorporated herein by reference; and

4           NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
5 conditions in this Agreement, the City and the CONTRACTOR agree as follows:

6           1.    PROGRAM.    The City agrees to provide funding to the  
7 CONTRACTOR for the development and implementation of the Free Internet Services and  
8 Computing Devices Program ("Program"). The anticipated scope of work for the Program  
9 is set forth in Exhibit "A" attached hereto and incorporated by this reference.

10          2.    GRANT FUNDS. The CONTRACTOR hereby acknowledges and  
11 agrees that the City's total contribution for the CONTRACTOR'S approved Program shall  
12 be One Million Dollars (\$1,000,000), with a twenty percent (20%) contingency of Two  
13 Hundred Thousand Dollars (\$200,000) for a total not to exceed amount of One Million  
14 Two Hundred Thousand Dollars (\$1,200,000).

15          3.    GRANT AMOUNT, INVOICING, AND METHOD OF PAYMENT.  
16 Grant funding shall be expended by CONTRACTOR for authorized eligible expenditures in  
17 accordance with the Program Budget and Payment Schedule, delineated in Exhibit "B"  
18 attached hereto and incorporated by this reference. City shall pay CONTRACTOR in due  
19 course following receipt from CONTRACTOR and approval by City of invoices showing the  
20 goods and/or services or task performed, the time expended (if billing is hourly) and hourly  
21 rates, the name of the Program, and the City number assigned to this Agreement.  
22 CONTRACTOR shall certify on the invoices that CONTRACTOR has performed the  
23 services in full conformance with this Agreement and is entitled to receive payment.

24          4.    GRANT TERM. The term of this Agreement shall commence upon  
25 execution of this Agreement by the City Manager ("Commencement Date") and, subject to  
26 the termination provisions of paragraph 7, end two years from the Commencement Date  
27 unless the Program is completed sooner (the "Term"). The Term may be renewed for three  
28 (3) additional one-year periods, at the discretion of the City Manager. CONTRACTOR shall

1 not begin work until the Agreement term has commenced and until CONTRACTOR'S  
2 evidence of insurance has been delivered to and approved by City. The Term is subject  
3 to the termination provisions of this Agreement. Although City may reimburse expenses  
4 incurred for the purchase of laptop devices, hotspot devices and hotspots incurred prior to  
5 the Agreement term, City will not be obligated to reimburse expenses incurred after the  
6 Agreement term, and CONTRACTOR will be obligated to repay City for any funds received  
7 but not expended within the Term.

8           5. AUDIT AND RECORD REQUIREMENTS. City shall have the right at  
9 all reasonable times during the term of this Agreement and for a period of five (5) years  
10 after termination or expiration of this Agreement to examine, audit, inspect, review, extract  
11 information from and copy all books, records, accounts and other documents of  
12 CONTRACTOR relating to this Agreement. The CONTRACTOR shall follow all generally  
13 accepted accounting procedures and practices and shall maintain books, records,  
14 documents, and other evidence which sufficiently and properly account for the expenditure  
15 of funds. The books, records and documents shall be subject at all reasonable times to  
16 inspection, reviews, or audits by the City in order that the Program, management, and fiscal  
17 policies of the CONTRACTOR may be evaluated to assure the proper and effective  
18 expenditure of public funds.

19           6. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its  
20 performance reporting with City's representative Rebecca F. Kauma, MPA, Digital Equity  
21 & Inclusion Officer or her designee. CONTRACTOR shall provide any reports requested  
22 by City regarding performance of the Agreement in the form requested by City and shall  
23 be provided in a timely manner as requested by City and as outlined in Exhibit "A".

24           7. TERMINATION. The City may, in its sole discretion, terminate this  
25 Agreement for convenience or otherwise, without recourse, liability or penalty against City,  
26 upon written notice to CONTRACTOR. Additionally:

27           A. In the event CONTRACTOR fails to perform or comply with an  
28 obligation or a term, condition or provision of this Agreement, the City may notify the

1 CONTRACTOR in writing of the delay or nonperformance, and if not cured in five  
2 (5) working days, the City may terminate this Agreement in its entirety, or any part  
3 thereof, or the City may, upon written notice to CONTRACTOR, terminate this  
4 Agreement for cause, without further notice or opportunity to cure. Such notification  
5 will state the effective date of termination, and if no effective date is specified, the  
6 effective date will be the date of the notification.

7 B. City and CONTRACTOR may mutually agree to terminate this  
8 Agreement. City in its sole discretion will determine if, as part of the agreed  
9 termination, CONTRACTOR is required to return any or all the disbursed grant  
10 funds.

11 C. Termination is not an exclusive remedy but will be in addition  
12 to any other rights and remedies provided in equity, by law, or under this Agreement.  
13 Following termination by City, CONTRACTOR shall continue to be obligated to City  
14 for the return of grant funds in accordance with applicable provisions of this  
15 Agreement. In the event of termination under this section, City's obligation to  
16 reimburse CONTRACTOR is limited to allowable costs incurred and paid by the  
17 CONTRACTOR prior to the effective date of termination, and any allowable costs  
18 determined by City in its sole discretion to be reasonable and necessary to cost-  
19 effectively wind up the Agreement. Termination of this Agreement for any reason  
20 or expiration of this Agreement shall not release the parties from any liability or  
21 obligation set forth in this Agreement that is expressly stated to survive any such  
22 termination or expiration.

23 D. Notwithstanding any expiration or termination of this  
24 Agreement, the rights and obligations pertaining to the grant, cooperation and  
25 provision of additional information, return of grant funds, audit rights, records  
26 retention, public information, and any other provision implying survivability shall  
27 remain in effect after the expiration or termination of this Agreement.

28 E. In the event of termination under this Section, City shall pay

1 CONTRACTOR for services satisfactorily performed and costs incurred up to the  
2 effective date of termination for which CONTRACTOR has not been previously  
3 paid. The procedures for payment in paragraph 3 with regard to invoices shall  
4 apply. Within five (5) working days of the effective date of termination and as a  
5 condition for City's final payment to CONTRACTOR, CONTRACTOR shall deliver  
6 to City all Data developed or accumulated in the performance of this Agreement,  
7 whether in draft or final form, or in process.

8 8. RECAPTURE OF FUNDS AND AUTHORITY TO WITHHOLD  
9 MONEY DUE. The discretionary right of City to terminate this Agreement for convenience  
10 notwithstanding, City shall have the right to terminate the Agreement and to recapture, and  
11 be reimbursed for any payments made by City: (i) that are not allowed under applicable  
12 laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement,  
13 including any unapproved expenditures. The City may also withhold such amounts due or  
14 to become payable under this Agreement to the CONTRACTOR as may be necessary to  
15 protect the City against liability or to satisfy the obligations of the CONTRACTOR to the  
16 CITY.

17 9. CONFLICT OF INTEREST SAFEGUARDS. The CONTRACTOR will  
18 establish safeguards to prohibit its employees from using their positions for a purpose that  
19 constitutes or presents the appearance of personal or organizational conflict of interest or  
20 personal gain, whether for themselves or others, particularly those with whom they have  
21 family, business, or other ties. The CONTRACTOR will operate with complete  
22 independence and objectivity without actual, potential, or apparent conflict of interest with  
23 respect to its performance under this Agreement.

24 10. FRAUD, WASTE, AND ABUSE. The CONTRACTOR understands  
25 that City does not tolerate any type of fraud, waste, or misuse of funds. City's policy is to  
26 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities  
27 and providing guidelines to enforce controls. Any violations of law or standards of ethical  
28 conduct will be investigated, and appropriate actions will be taken. The CONTRACTOR

1 understands and agrees that misuse of award funds may result in a range of penalties,  
2 including suspension of current and future funds, suspension or debarment from federal,  
3 state, and City grants, recoupment of monies provided under an award, and civil and/or  
4 criminal penalties.

5           11. SEVERABILITY. If any provisions of this Agreement are rendered or  
6 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be  
7 modified or deleted in such manner so as to afford the party for whose benefit it was  
8 intended the fullest benefit commensurate with making this Agreement, as modified,  
9 enforceable, and the remainder of this Agreement and the application of such provision to  
10 other persons or circumstances shall not be affected thereby, but shall be enforced to the  
11 greatest extent permitted by applicable law.

12           12. AMBIGUITIES. To the extent the terms and conditions of this  
13 Agreement do not address a particular circumstance or are otherwise unclear or  
14 ambiguous, such terms and conditions are to be construed consistent with the general  
15 objectives, expectations and purposes of this Agreement and in all cases, according to its  
16 fair meaning. The parties acknowledge that each party and its counsel have reviewed this  
17 Agreement and that any rule of construction to the effect that any ambiguities are to be  
18 resolved against the drafting party shall not be employed in the interpretation of this  
19 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed  
20 in such a manner as to accomplish the purpose of the Agreement.

21           13. INDEPENDENT CONTRACTOR. In performing its services,  
22 CONTRACTOR is and shall act as an independent contractor and not an employee,  
23 representative or agent of City. CONTRACTOR shall have control of CONTRACTOR'S  
24 work and the manner in which it is performed. CONTRACTOR shall be free to contract for  
25 similar services to be performed for others during this Agreement. CONTRACTOR  
26 acknowledges and agrees that (a) City will not withhold taxes of any kind from  
27 CONTRACTOR'S compensation; (b) City will not secure workers' compensation or pay  
28 unemployment insurance to, for or on CONTRACTOR'S behalf; and (c) City will not provide

1 and CONTRACTOR is not entitled to any of the usual and customary rights, benefits or  
2 privileges of City employees. CONTRACTOR expressly warrants that neither  
3 CONTRACTOR nor any of CONTRACTOR'S employees or agents shall represent  
4 themselves to be employees or agents of City.

5 14. INSURANCE.

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

13 (a) Commercial general liability insurance (equivalent in scope to  
14 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
15 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
16 coverage shall include but not be limited to broad form contractual liability,  
17 cross liability, independent contractors liability, and products and completed  
18 operations liability. City, its boards and commissions, and their officials,  
19 employees and agents shall be named as additional insureds by  
20 endorsement (on City's endorsement form or on an endorsement equivalent  
21 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
22 shall contain no special limitations on the scope of protection given to City,  
23 its boards and commissions, and their officials, employees and agents. This  
24 policy shall be endorsed to state that the insurer waives its right of  
25 subrogation against City, its boards and commissions, and their officials,  
26 employees and agents.

27 (b) Workers' Compensation Insurance as required by the California  
28 Labor Code and employer's liability insurance in an amount not less than

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\$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

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

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

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



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1 CONTRACTOR in the performance of these services maintain insurance in  
2 compliance with this Section unless otherwise agreed in writing by City's Risk  
3 Manager or designee.

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

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

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

23 15. INDEMNITY.

24 A. CONTRACTOR shall indemnify, protect and hold harmless  
25 City, its Boards, Commissions, and their officials, employees and agents  
26 ("Indemnified Parties"), from and against any and all liability, claims, demands,  
27 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,  
28 penalties, costs and expenses, arising or alleged to have arisen, in whole or in part,

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

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

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

25 D. The provisions of this Section shall survive the expiration or  
26 termination of this Agreement.

27 16. LAWS AND REGULATIONS. The CONTRACTOR shall be  
28 responsible for being fully informed of all City, state and federal laws, ordinances, codes,

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1 rules and regulations, which in any manner may affect this Agreement and the performance  
2 thereof.

3 17. REMEDIES NOT EXCLUSIVE. The express provision herein of  
4 certain measures that may be exercised by the City for its protection shall not be construed  
5 to preclude the City from exercising any other or further legal or equitable right to protect  
6 its interests.

7 18. JURISDICTION/VENUE. This Agreement shall be construed in  
8 accordance with the laws of the State of California, and the venue for any legal actions  
9 brought by any party with respect to this Agreement shall be the County of Los Angeles,  
10 State of California for state actions and the Central District of California for any federal  
11 actions. CONTRACTOR shall cause all work performed in connection with the Program to  
12 be performed in compliance with (1) all applicable laws, ordinances, rules and regulations  
13 of federal, state, county or municipal governments or agencies (including, without limitation,  
14 all applicable federal and state labor standards, including the prevailing wage provisions of  
15 sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and  
16 regulations of any fire marshal, health officer, building inspector, or other officer of every  
17 governmental agency now having or hereafter acquiring jurisdiction.

18 19. ASSIGNMENT. The CONTRACTOR may not assign rights or duties  
19 under an award, or subcontract delivery of services, without the prior written consent of the  
20 City. Such consent shall not relieve the CONTRACTOR of liability in the event of default  
21 by its assignee.

22 20. CONSTRUCTION OF AGREEMENT. The masculine shall be  
23 deemed to embrace and include the feminine and the singular shall be deemed to embrace  
24 and include the plural whenever required in the context of this Agreement.

25 21. NOTICES. Any notices to be given under this Agreement shall be  
26 given in writing. Such notices may be served by personal delivery, facsimile transmission  
27 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall  
28 be effective two (2) calendar days after the date of mailing of the same, and when served

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1 by facsimile transmission or personal delivery shall be effective upon receipt. For the  
2 purposes hereof, the address of City, and the proper person to receive any such notices  
3 on its behalf, is: Eric Romero, Economic Development Department, 411 W. Ocean Blvd.,  
4 10<sup>th</sup> Floor, Long Beach, CA 90802; and the address of CONTRACTOR as indicated above.

5 22. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no  
6 representations as to the tax consequences associated with the disbursement of grant  
7 funds related to this Agreement, and any determination related to this issue is the sole  
8 responsibility of the CONTRACTOR. CONTRACTOR acknowledges consulting with its  
9 own tax advisors or tax attorneys regarding this transaction or having had an opportunity  
10 to do so prior to signing this Agreement. CONTRACTOR acknowledges the City cannot  
11 provide advice regarding the tax consequences or implications of the grant funds disbursed  
12 to CONTRACTOR under the terms of this Agreement.

13 23. OWNERSHIP OF DATA. All materials, information and data  
14 prepared, developed, assembled or recorded by CONTRACTOR or furnished to  
15 CONTRACTOR in connection with this Agreement, including but not limited to documents,  
16 estimates, calculations, studies, maps, graphs, charts, computer disks, computer source  
17 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,  
18 information, material, memorandum, binary files (e.g. user-submitted attachments), all  
19 tabular data, data gathered/generated during the course of CONTRACTOR providing end-  
20 user support, helpline phone recordings, and grant applicant/beneficiary information  
21 ("Data") shall be the exclusive property of City. Data shall be given to City, in a format  
22 identified by City, and City shall have the unrestricted right to use and disclose the Data in  
23 any manner and for any purpose without payment of further compensation to  
24 CONTRACTOR. Copies of Data may be retained by CONTRACTOR but CONTRACTOR  
25 warrants that Data shall not be made available to any person or entity for use without the  
26 prior approval of City. This warranty shall survive termination of this Agreement.

27 24. DATA ACCESS. City strongly prefers programmatic access to  
28 software systems via a well-documented Application Programming Interface (API) using

1 modern frameworks. Other preferred means of data access include direct connections with  
2 common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or  
3 data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.) Within seven (7)  
4 calendar days of a request by City, CONTRACTOR shall make available to the City all  
5 Data contained within any system(s) covered as part of this Agreement in a non-  
6 proprietary, machine-readable format.

7           25. CONFIDENTIALITY. CONTRACTOR shall keep all Data confidential  
8 and shall not disclose the Data or use the Data directly or indirectly, other than in the course  
9 of performing its services, during the term of this Agreement or following expiration or  
10 termination of this Agreement. In addition, CONTRACTOR shall keep confidential all  
11 information, whether written, oral or visual, obtained by any means whatsoever in the  
12 course of performing its services for the same period of time. CONTRACTOR shall not  
13 disclose any or all of the Data to any third party, or use it for CONTRACTOR'S own benefit  
14 or the benefit of others except for the purpose of this Agreement.

15           26. BREACH OF CONFIDENTIALITY. CONTRACTOR shall not be liable  
16 for a breach of confidentiality with respect to Data that: (a) CONTRACTOR demonstrates  
17 CONTRACTOR knew prior to the time City disclosed it; or (b) is or becomes publicly  
18 available without breach of this Agreement by CONTRACTOR; or (c) a third party who has  
19 a right to disclose does so to CONTRACTOR without restrictions on further disclosure; or  
20 (d) must be disclosed pursuant to subpoena or court order.

21           27. COPYRIGHTS AND PATENT RIGHTS.

22           A. CONTRACTOR shall place the following copyright protection on all  
23 Data: © City of Long Beach, California \_\_\_\_, Inserting the appropriate year.

24           B. City reserves the exclusive right to seek and obtain a patent or  
25 copyright registration on any Data or other result arising from CONTRACTOR'S  
26 performance of this Agreement. By executing this Agreement, CONTRACTOR assigns  
27 any ownership interest CONTRACTOR may have in the Data to City.

28           C. CONTRACTOR warrants that the Data does not violate or infringe any

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1 patent, copyright, trade secret or other proprietary right of any other party. CONTRACTOR  
2 agrees to and shall protect, defend, indemnify and hold City, its officials and employees  
3 harmless from any and all claims, demands, damages, loss, liability, causes of action, costs  
4 or expenses (including reasonable attorney's fees) whether or not reduced to judgment,  
5 arising from any breach or alleged breach of this warranty.

6 28. COUNTERPART AND ELECTRONIC SIGNATURES. This  
7 Agreement may be executed in one or more counterparts, each of which shall constitute  
8 an original and all of which when taken together shall constitute one Agreement. The  
9 reference to "electronic signatures" in this Agreement shall include images of manually  
10 executed signatures transmitted by facsimile or other electronic format (including, without  
11 limitation, "pdf", "tif" or "jpg") and other electronic signatures (a.k.a. "eSignatures") or digital  
12 signatures (including, without limitation, DocuSign and Adobe Sign). The use of electronic  
13 signatures herein, or in any amendments to this Agreement, and any electronic records  
14 related to this Agreement (including, without limitation, any contract or other record created,  
15 generated, sent, communicated, received, or stored by electronic means), shall be of the  
16 same legal effect, validity and enforceability as a manually executed signature or use of a  
17 paper-based record-keeping system to the fullest extent permitted by applicable law.

18 29. SIGNATURE AUTHORITY. By signing this Agreement, each  
19 individual executing this Agreement on behalf of the CONTRACTOR represents and  
20 warrants that such individual has been duly authorized by any necessary action of the  
21 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the  
22 CONTRACTOR to the terms of 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.

HUMAN-I-T, a Colorado nonprofit corporation

August 10th, 2022

By [Signature]  
Name Michael Aaron Wilkins  
Title FVP - Finance, People, Administration

August 10th, 2022

By [Signature]  
Name James J. Kelly  
Title CFO

Notary public: [Signature]  
"See Attached"

"CONTRACTOR"

CITY OF LONG BEACH, a municipal corporation

August 17, 2022

By [Signature]  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on August 10, 2022.

CHARLES PARKIN, City Attorney

By [Signature]  
Lauren Misajon, Deputy

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On August 10, 2022 before me, Jocelyn Carlos, Notary public  
Date Here Insert Name and Title of the Officer  
personally appeared Michael Aaron Wilkins and James Jack  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jocelyn Carlos  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Long Beach Recovery Act Services Agreement  
Document Date: 8/10/2022 Number of Pages: 15  
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael Aaron Wilkins  
Corporate Officer — Title(s): \_\_\_\_\_  
Partner — Limited General  
 Individual Attorney in Fact  
Trustee Guardian or Conservator  
Other: \_\_\_\_\_  
Signer Is Representing: self

Signer's Name: James Jack  
Corporate Officer — Title(s): \_\_\_\_\_  
Partner — Limited General  
 Individual Attorney in Fact  
Trustee Guardian or Conservator  
Other: \_\_\_\_\_  
Signer Is Representing: Self



**City of Long Beach  
Digital Inclusion Initiative  
Free Internet Services & Computing Devices Program  
Request for Proposals (RFP) ED22-022  
Human-I-T Scope of Work & Reporting Requirements**

**Scope of Work**

**Hotspots & computing devices administration:**

- Determining the most cost-effective and high-quality hotspots and computing devices for residents and business owners and establishing a program budget.
- Purchasing hotspots (with one-year pre-paid Internet service) and computing devices (e.g., Chromebooks).
- Establishing the eligibility criteria and application process/form to administer the free hotspots and computing devices to the outreach communities. The eligibility criteria will be proposed by the organization but approved by the City.
- Collaborating with the City's Digital Inclusion Resources Hotline and CBOs to facilitate the application process and administer the devices.
- City staff will work closely with the organization and CBOs if residents and business owners are denied for the Program. Applications will be reviewed on a first-come, first-served basis, and individuals will qualify based on proof of income eligibility and a Long Beach address for the residents. For the business owners, they will need to have an active business license and demonstrate a need for commercial connectivity and technology to support their small business.
- Tracking and reporting on application submissions, approvals, and denials.
- Tracking and reporting on performance metrics.
- Creating, administering, and reporting on a follow-up survey for the Program.

**Hotspots & computing devices technical support:**

- Establishing a process for residents and business owners to receive free technical support for their hotspots and computing devices.
- They should provide technical support for a duration of time (e.g., one year). The technical support should include covering factory defects.
- Tracking and reporting on performance metrics.

**Community outreach materials co-development:**

- Co-developing multilingual (e.g., English, Khmer, Spanish, and Tagalog) community outreach materials (e.g., flyers, door hangers) that promote the Program with the City. The organization will deliver the outreach materials to the City in a digital format and will not be responsible for printing the community outreach materials.

**Virtual digital literacy training program administration:**

- Preparing a virtual digital literacy training program curriculum for residents.
- Partnering with the Digital Inclusion Resources Hotline and CBOs to sign-up residents for the digital literacy training program as part of the application process.
- Tracking and reporting on performance metrics.

## EXHIBIT A

### **Data Collection & Reporting Requirements**

Per the final Request for Proposals (RFP) document and as discussed during the formal Planning Meeting hosted on 06/23 with City staff & Human-I-T staff, the following metrics will be reported by Human-I-T weekly. Human-I-T will be expected to prepare a final report at the end of the Program. The final report will be a cumulative analysis of the impact of the Program including but not limited to (e.g., reporting on the required metrics, preparing charts, graphs, providing detailed narratives of each data point).

#### **Hotspots & computing devices distribution:**

- Devices distributed
- Devices distributed by demographic (e.g., race/ethnicity, gender, age, zip code, disability, language)
- Devices access

#### **Virtual digital literacy training administration:**

- Training sign-ups
- Training completions by demographic (e.g., race/ethnicity, gender, age, zip code, disability, language)

#### **Technical support administration:**

- Technical support completions

#### **The following data collection tools will be used to collect, monitor, and report on metrics:**

- Program application form
- Program devices distribution tracking spreadsheet
- Training completion tracking spreadsheet
- Program follow-up survey
- Social media engagement reporting form
- Community storytelling reporting form

EXHIBIT B

Cost Response Form Template

RFP Program Name: LBIA Digital Inclusion Free Internet Services and Computing Devices

Organization Name: Human-I-T

Budget Contact Name & Phone Number: Eileen Harris, 502-269-4271

PERSONNEL EXPENSES *Administrative costs should not exceed 15% of the Project Budget* (List positions below)			BUDGET AMOUNT (List budget amount below)
Program Manager	13% of FTE for 2 years		\$ 30,000
Project Manager	100% of FTE for 2 years		\$ 140,000
Administrative Support	Blended rate of Program, Information Technology, Development, Accounting, & Human Resources staff		\$ 130,720
Subtotal Personnel			\$ 300,720
Benefits (25% of Personnel)			Included in Salary
Total Personnel			\$ 300,720

NON-PERSONNEL/OTHER EXPENSES

Laptop Devices - Citronshooks	1,477 devices at \$250 per device	\$	369,250
Hotspot Devices - Mobile Citizen	1,352 devices at \$85 per device	\$	114,920
Hotspot Devices - STS	125 devices at \$198 per device	\$	24,750
12 Months of Pre-Paid Internet - Mobile Citizen	\$15/month for 12 months to 1,352 devices	\$	243,360
12 Months of Pre-Paid Internet - STS	\$41/month for 6 months to 125 devices	\$	30,750
Shipping/ Drop-Off of Devices	12 Drop offs of palletized device and hotspots at CBO partner sites throughout City (e.g. 887/mile each)	\$	1,000
Payment Schedule	The City has agreed to provide a 25 percent payment totaling \$250,000 upon full execution of the contract. Upon receipt of proof of the hotspots and computing devices made available for grant recipients of RFP #2 with the advanced payment, and submittal of invoices and supporting documentation for personnel-related expenses (e.g., receipts, personnel tracking spreadsheets), mileage tracking spreadsheets), the City will issue the second payment installment of \$200,000. Upon submittal of invoices and supporting documentation for the second payment installment, the City will begin its monthly reimbursement schedule whereby Human-I-T will be expected to submit invoices and any supporting documentation for payment on the last Friday of each month.		
Total Non-Personnel/Other Expenses		\$	788,030
TOTAL EXPENSES (excluding Indirect/Overhead)		\$	956,030
INDIRECT/OVERHEAD EXPENSE (15% of Expenses)		\$	130,720
TOTAL EXPENSES (Personnel + Non-Personnel/Other + Indirect Costs)		\$	1,086,750