

AGREEMENT

**35503**

THIS AGREEMENT is made and entered, in duplicate, as of January 6, 2020, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 21, 2019, by and between YOUNG MENS CHRISTIAN ASSOCIATION OF GREATER LONG BEACH, a California nonprofit corporation, doing business as YMCA OF GREATER LONG BEACH COMMUNITY DEVELOPMENT BRANCH ("Contractor"), with offices located at 820 Long Beach Blvd., Long Beach, CA 90813 and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with promoting healthier living by reducing tobacco-related health disparities and achieve healthy equity among youth priority populations in relation to the Tobacco Education Program Subcontract: Youth Engagement and Tobacco Control ("Project"); and

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

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

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

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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. It 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."

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

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

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

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

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

22 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
23 that Contractor has not employed or retained any entity or person to solicit or obtain this  
24 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
25 commission or other monies based on or from the award of this Agreement. If Contractor  
26 breaches this warranty, City shall have the right to terminate this Agreement immediately  
27 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
28 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.

YOUNG MENS CHRISTIAN ASSOCIATION OF GREATER LONG BEACH, a California nonprofit corporation

March 17, 2020

By [Signature]  
Name ALFREDO VELASCO  
Title PRESIDENT & CEO

March 17 2020

By [Signature]  
Name Ray Griffin  
Title CFO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

March 23 2020

By [Signature]  
EXECUTED PURSUANT TO SECTION 301 OF CITY CHARTER

This Agreement is approved as to form on March 18 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"

**DHHS Tobacco Education Program  
Youth Engagement & Tobacco Control  
Proposal**

Submission by:  
**YMCA of Greater Long Beach  
Community Development Branch  
820 Long Beach Blvd., Long Beach, CA. 90813**

## **Scope of Work**

The YMCA of Greater Long Beach Community Development Branch will formulate a preventative education and awareness campaign about the connections between high school and college aged youth about the negative effects of nicotine and tobacco usage, using relevant social media outlets such as Instagram, Twitter, Snapchat, etc. YMCA of Greater Long Beach Community Development Branch staff (15hrs/month) will work with Youth Institute participants to develop and implement a youth and young adult-related educational campaign addressing tobacco control issues impacting youth and young adults in Long Beach. The campaign will include (4) 30-second PSA videos that deglamorize tobacco usage and promote healthy lifestyle choices (staff: 30hrs/4months). These videos will be filmed throughout Long Beach and the neighboring area and produced in house at the YMCA Community Development Branch. There will be accompanying print media materials (postcards, posters) for each PSA that will supplement the messaging. These materials will be distributed throughout the City of Long Beach and will be distributed through these media channels.

YMCA Staff (12hrs/month) will attend TEP SOW Sub-Contractor training and implementation meeting and all required quarterly trainings regarding tobacco control issues. YMCA Staff will meet monthly with the Program Coordinator (10hrs/month) who will monitor progress made as well as submit monthly Progress Reports and invoices using the provided templates. Staff will spend between 15-20 hours per month during the afterschool hours of 2:30p – 6:00p on Monday - Friday working directly with the youth on this project. We will also work certain Saturdays as needed to table at events, attend meetings, or host symposiums or trainings for our community members.

The Community Development YMCA will recruit and train three youth to serve as spokespersons and speak about tobacco control issues and how they relate to youth and young adults in Long Beach. YMCA Staff will identify two youth to participate in monthly tobacco-control youth coalition meetings. The Community Development YMCA will hold three youth-led symposiums and two interactive tabling events over the course of one year at the Community Development YMCA located at 820 Long Beach Blvd. Long Beach, CA 90813. For example, we host two community resource fairs which over 300 community residents attend. Promotion of the symposiums will be in the form of word of mouth promotion as well as flyers, that will be distributed throughout the Greater Long Beach community and across our social media platforms. Participants for the symposiums will also be identified through these sources.

The YMCA of Greater Long Beach will also host one youth led event during our Summer Youth Institute Program with assistance from TEP staff community members to bring awareness to the educational campaign and the effects of nicotine and tobacco within the City of Long Beach, all of which will be completed within twelve months of execution of the contract.

Sign-in sheets will be used at each event to keep accurate records of attendees.

## **Primary Service Provider Information**

The YMCA of Greater Long Beach is a 501c3 non-profit with a Metropolitan Office at 3605 Long beach Blvd, Suite 210 Long Beach, CA 90807. The YMCA of Greater Long Beach employs 525 local residents, 130 of which are full-time employees. The branch that will be servicing the Long Beach DHHS Tobacco Education program is the Community Development Branch located at 820 Long Beach Blvd. Long Beach, CA 90813. The point of contact for this project is Robert Cabeza who may be reached at bob.cabeza@lbyymca.org and/or (562) 230-4619. His office is located at 820 Long Beach Blvd. Long Beach, CA 90813.

The YMCA of Greater Long Beach was founded in 1884 and is the oldest operating non-profit in Long Beach. Our mission is to welcome people of all ages, ethnic groups and affiliations to unite in a common effort to promote Youth Development, Healthy Lifestyles and Social Responsibility. The Community Development YMCA branch has been operating since 1992 and the branch's special mission is to reach out to the lowest income communities in Long Beach. The Community Development YMCA operates the nationally acclaimed Youth Institute This is a nationally recognized after school and summer program that focuses on youth development principals, technology skill building, leadership, service learning, college readiness and academic support. More than 300 teens are consistently enrolled. The program engages urban high school youth of color through teaching them the latest in digital storytelling, digital graphics, digital music production, Product Design, 3D Printing and more.

The Community Development YMCA also operates the YMCA Community School Program located at Bobby Smith Elementary and Jenny Oropeza Elementary Schools. This program brings wrap around services to children and parents attending the schools by having YMCA Community School Directors and Family Involvement Coordinators who bring services and resources to the school to support families and help children succeed academically. They teach parent classes on leadership, health, advocacy, civic engagement, and Youth Development. With approximately 46% of students living in poverty, our youth face numerous risk factors that heighten their risk for not achieving academically. With the integration of the YMCA Community School and Community Partners, a safe place is created to help our families succeed.

## **References**

### **Marguerite Casey Foundation**

Vanessa Ushio, Web Graphic & Web Manager  
(206) 273-7368 • [VUshio@caseygrants.org](mailto:VUshio@caseygrants.org)

### **Harbor Regional Center**

Nancy Spiegel, Director of Information and Development  
(310) 543-0658 • [Nancy.Spiegel@harborrc.org](mailto:Nancy.Spiegel@harborrc.org)

### **Health and Human Services Department**

Batsabe Hernandez, Health Educator; Tobacco Education  
(562) 570-7906 • [Batsabe.Hernandez@longbeach.gov](mailto:Batsabe.Hernandez@longbeach.gov)

# EXHIBIT "B"



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## EXHIBIT 1

### FEE SCHEDULE

[Please attach this form to your rate sheet and upload separately from the SOQ as per Section 4 of this RFQ.]

Fees are determined based on what services the Community Development YMCA provides to the Long Beach Department of Health and Human Services

A handwritten signature in black ink, appearing to read "Robert Cabeza", written over a horizontal line.

Robert Cabeza

December 18, 2018

Signed

Name of Respondent

Date

The YMCA Youth Institute will charge these fees for our services that we render.

1. Mentoring / educational tutoring @ 15 hours per week for up to ten youth is a flat fee of \$650 per week or \$2,600 per month. The cost doubles once you go over ten youth due to adult to child ratio requirements dictated by the state of California.
2. Youth wilderness retreat experience designed to build social and emotional skills and as therapy to identify and heal trauma. Flat rate per youth is \$400 for a five day experience.
3. Summer youth technology skill building youth institute program designed to build relationships, (social, emotional, cultural, academic, workforce) skills, create leaders, teach advocacy, and provide bonding experiences. For the duration of 35 hours per week times seven weeks, for ten youth.

Staff: \$20,000

Supervising: \$4,000

Supplies and technology: \$20,000

Liability Insurance: \$150

Travel: \$3,000

Evaluation: \$3,000

Administration @15%: \$7522

**Grand Total: 57672** (this comes to \$5,700 per youth for an intensive 35 hour per week Summer skill building experience in a Youth Institute.)



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## 2019 Projected Budget

City Of Long Beach - Department of Health and Human Services  
 Attn: Richard Nunez, MPH  
 3820 Cherry Ave  
 Long Beach, CA 90807

YMCA of Greater Long Beach  
 820 Long Beach Blvd.  
 Long Beach, CA 90813  
 Attn: Braulio Roman

Description	Hours	Amount	Match
YMCA of Greater Long Beach will conceptualize, create and promote an awareness campaign on youth development and tobacco control issues. CDYMCA will work with LB DHHS partners to spread the campaign citywide.			
<b>Total Staff Hours Research, Training, Case Management; etc.</b>			
Braulio Roman @ \$48 per hour	510	\$ 12,240.00	\$ 12,240.00
Les Peters @ \$53 per hour	180	\$ 4,770.00	\$ 4,770.00
Jonathan Gray @ \$33 per hour	117	\$ 1,930.50	\$ 1,930.50
Fringe Benefits @ 28%		\$ 5,303.34	\$ 5,303.34
Total Hours	807		
Transportation Costs - Mileage .55 cents per mile		\$ 145.75	\$ 145.75
Print Costs: Flyers, Cards, Etc.	530	\$ 600.41	\$ 600.41
Total Matched			
<b>Total Due:</b>		<b>\$ 24,990.00</b>	<b>\$ 24,990.00</b>



# 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):

Les Peters, Executive Director of Community  
Development