

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

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LONG BEACH RECOVERY ACT SERVICES AGREEMENT

36550

THIS LONG BEACH RECOVERY ACT SERVICES AGREEMENT (“Agreement”) is made and entered into, as of March 16, 2023, 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 BIG BROTHERS BIG SISTERS OF GREATER LOS ANGELES, INC. (“CONTRACTOR”), a California nonprofit corporation with its principal place of business at 3333 Wilshire Boulevard, Suite 103, Los Angeles, California 90010.

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 through a Request for Proposal (“RFP”) Number HE-22-0099, LBRA Youth Mentoring Facilitation Services, 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

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

4 WHEREAS, the terms of any RFP, and the terms and conditions of the  
5 CONTRACTOR'S application, and any amendments thereto as may be approved by the  
6 City, are incorporated herein by reference; and

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

9 1. PROGRAM. The City agrees to provide funding to the  
10 CONTRACTOR for the development and implementation of the Long Beach Recovery Act  
11 Youth Mentoring Facilitation Services Program ("Program"). The anticipated scope of work  
12 for the Program is set forth in Exhibit "A" attached hereto and incorporated by this  
13 reference.

14 2. FUNDS. The CONTRACTOR hereby acknowledges and agrees that  
15 the City's total contribution for the CONTRACTOR'S approved Program shall not exceed  
16 Two Hundred Thousand Dollars (\$200,000).

17 CONTRACTOR will be responsible for providing in-kind expenses in a total  
18 amount of Forty-Six Thousand Six Hundred Ninety-Six Dollars (\$46,696), consisting of  
19 Twenty Seven Thousand Five Hundred Ninety One Dollars (\$27,591) for CONTRACTOR  
20 employee benefits and recruitment, and Nineteen Thousand One Hundred Five Dollars  
21 (\$19,105) for CONTRACTOR indirect/overhead expenses. CONTRACTOR's in-kind  
22 expenses shall not be included in the Two Hundred Thousand Dollar (\$200,000) "not to  
23 exceed" amount.

24 3. FUNDING AMOUNT, INVOICING, AND METHOD OF PAYMENT.  
25 Funding shall be expended by CONTRACTOR for authorized eligible expenditures in  
26 accordance with the Program budget, delineated in Exhibit "B" attached hereto and  
27 incorporated by this reference. Qualified expenditures include the following: staff  
28 positions providing direct programs and services; benefits for aforementioned staff; direct

1 program transportation costs; sanitation supplies, cleaning services, and PPE, etc.; items  
2 for the community such as food, gift cards, learning supplies, housing assistance, etc.;  
3 and limited equipment for staff to implement support services such as small electronics  
4 and learning software. The following expenditures are NOT eligible for  
5 reimbursement: administrative or clerical staff positions or staff positions not providing  
6 direct services to funded program; benefits for ineligible staff positions; durable equipment  
7 such as vehicles, appliances, or furniture; and organizational fixed costs such as rent,  
8 utilities, licenses or fees. City shall pay CONTRACTOR in due course following receipt  
9 from CONTRACTOR and approval by City of invoices showing the goods and/or services  
10 or task performed, the time expended (if billing is hourly) and hourly rates, the name of  
11 the Program, and the City number assigned to this Agreement. CONTRACTOR shall  
12 certify on the invoices that CONTRACTOR has performed the services in full  
13 conformance with this Agreement and is entitled to receive payment.

14           4.     AGREEMENT TERM. The term of this Agreement shall commence  
15 upon March 31, 2023 (“Commencement Date”) and, subject to the termination provisions  
16 of paragraph 7, end on the earlier of September 30, 2024, or the final disbursement of the  
17 full funding amount and completion of any required close out activities and reports (the  
18 “Term”). CONTRACTOR shall not begin work until the Agreement term has commenced  
19 and until CONTRACTOR’S evidence of insurance has been delivered to and approved by  
20 City. The Term is subject to the termination provisions of this Agreement. In performance  
21 of the Program, all expenditures must be incurred by CONTRACTOR, and all services must  
22 be provided by CONTRACTOR within the Term. City will not be obligated to reimburse  
23 expenses incurred after the Agreement term, and CONTRACTOR will be obligated to repay  
24 City for any funds received but not expended within the Term.

25           5.     AUDIT AND RECORD REQUIREMENTS. City shall have the right at  
26 all reasonable times during the term of this Agreement and for a period of five (5) years  
27 after termination or expiration of this Agreement to examine, audit, inspect, review, extract  
28 information from and copy all books, records, accounts and other documents of

1 CONTRACTOR relating to this Agreement. The CONTRACTOR shall follow all generally  
2 accepted accounting procedures and practices and shall maintain books, records,  
3 documents, and other evidence which sufficiently and properly account for the expenditure  
4 of funds. The books, records and documents shall be subject at all reasonable times to  
5 inspection, reviews, or audits by the City in order that the Program, management, and fiscal  
6 policies of the CONTRACTOR may be evaluated to assure the proper and effective  
7 expenditure of public funds.

8           6.    REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its  
9 performance reporting with City's representative, David McGill-Soriano, Youth  
10 Development Coordinator, (David.McGill-Soriano@longbeach.gov). CONTRACTOR shall  
11 provide any reports requested by City regarding performance of the Agreement in the form  
12 requested by City and shall be provided in a timely manner as requested by City and as  
13 outlined in Exhibit A.

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

17           A.    In the event CONTRACTOR fails to perform or comply with an  
18 obligation or a term, condition or provision of this Agreement, the City may notify the  
19 CONTRACTOR in writing of the delay or nonperformance, and if not cured in five  
20 (5) working days, the City may terminate this Agreement in its entirety, or any part  
21 thereof, or the City may, upon written notice to CONTRACTOR, terminate this  
22 Agreement for cause, without further notice or opportunity to cure. Such notification  
23 will state the effective date of termination, and if no effective date is specified, the  
24 effective date will be the date of the notification.

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

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

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

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

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

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

17           10.    FRAUD, WASTE, AND ABUSE. The CONTRACTOR understands  
18 that City does not tolerate any type of fraud, waste, or misuse of funds. City's policy is to  
19 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities  
20 and providing guidelines to enforce controls. Any violations of law or standards of ethical  
21 conduct will be investigated, and appropriate actions will be taken. The CONTRACTOR  
22 understands and agrees that misuse of award funds may result in a range of penalties,  
23 including suspension of current and future funds, suspension or debarment from federal,  
24 state, and City grants, recoupment of monies provided under an award, and civil and/or  
25 criminal penalties.

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

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

17           13.    INDEPENDENT CONTRACTOR.  In performing its services,  
18 CONTRACTOR is and shall act as an independent contractor and not an employee,  
19 representative or agent of City.  CONTRACTOR shall have control of CONTRACTOR'S  
20 work and the manner in which it is performed.  CONTRACTOR shall be free to contract for  
21 similar services to be performed for others during this Agreement.  CONTRACTOR  
22 acknowledges and agrees that (a) City will not withhold taxes of any kind from  
23 CONTRACTOR'S compensation; (b) City will not secure workers' compensation or pay  
24 unemployment insurance to, for or on CONTRACTOR'S behalf; and (c) City will not provide  
25 and CONTRACTOR is not entitled to any of the usual and customary rights, benefits or  
26 privileges of City employees.  CONTRACTOR expressly warrants that neither  
27 CONTRACTOR nor any of CONTRACTOR'S employees or agents shall represent  
28 themselves to be employees or agents of City.

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14. INSURANCE.

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

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

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

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(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 CONTRACTOR 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.

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

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

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

20 15. INDEMNITY.

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

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

7 B. In addition to CONTRACTOR'S duty to indemnify,  
8 CONTRACTOR shall have a separate and wholly independent duty to defend  
9 Indemnified Parties at CONTRACTOR'S expense by legal counsel approved by  
10 City, from and against all Claims, and shall continue this defense until the Claims  
11 are resolved, whether by settlement, judgment or otherwise. No finding or judgment  
12 of negligence, fault, breach, or the like on the part of CONTRACTOR shall be  
13 required for the duty to defend to arise. City shall notify CONTRACTOR of any  
14 Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist  
15 CONTRACTOR, as may be reasonably requested, 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 CONTRACTOR'S costs of defense and indemnity shall be (1) reimbursed in full if  
19 the court determines sole negligence by the Indemnified Parties, or (2) reduced by  
20 the percentage of willful misconduct attributed by the court to the Indemnified  
21 Parties.

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

24 16. LAWS AND REGULATIONS. The CONTRACTOR shall be  
25 responsible for being fully informed of all City, state and federal laws, ordinances, codes,  
26 rules and regulations, which in any manner may affect this Agreement and the performance  
27 thereof.

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

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

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

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

23           21. NOTICES. Any notices to be given under this Agreement shall be  
24 given in writing. Such notices may be served by personal delivery, facsimile transmission  
25 or by first class regular mail, postage prepaid. Any such notice, when served by mail,  
26 shall be effective two (2) calendar days after the date of mailing of the same, and when  
27 served by facsimile transmission or personal delivery shall be effective upon receipt. For  
28 the purposes hereof, the address of City, and the proper person to receive any such

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

1 notices on its behalf, is David McGill-Soriano, Youth Development Coordinator, Ron Arias  
2 Health Equity Center, 6335 Myrtle Ave., Long Beach, CA 90805 (David.McGill-  
3 Soriano@longbeach.gov); and the address of CONTRACTOR as indicated above.

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

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

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

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

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

24           27.    COPYRIGHTS AND PATENT RIGHTS.

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

27           B.    City reserves the exclusive right to seek and obtain a patent  
28 or copyright registration on any Data or other result arising from CONTRACTOR'S

1 performance of this Agreement. By executing this Agreement, CONTRACTOR  
2 assigns any ownership interest CONTRACTOR may have in the Data to City.

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

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

23 29. SIGNATURE AUTHORITY. By signing this Agreement, each  
24 individual executing this Agreement on behalf of the CONTRACTOR represents and  
25 warrants that such individual has been duly authorized by any necessary action of the  
26 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the  
27 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.

BIG BROTHERS BIG SISTERS OF GREATER LOS ANGELES, INC.

March 21, 2023

By Lauren Pichita  
Name Lauren Pichita  
Title President + CEO

March 21, 2023

By Lizette Villegas  
Name Lizette Villegas  
Title Senior Director of Programs

"CONTRACTOR"

CITY OF LONG BEACH, a municipal corporation

March 29, 2023

By  Gordon J. Saturn  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on March 22, 2023.

DAWN MCINTOSH, City Attorney

By Mark M. [Signature]  
Deputy

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

**Exhibit “A”  
Scope of Work**

<b>Project Activity</b>	<b>City of Long Beach Employees Youth Mentoring Program</b>
<b>Contractor</b>	<b>Big Brothers Big Sisters of Greater Los Angeles (BBBSLA)</b>

**I. Project Summary**

In partnership with Long Beach Unified School District (LBUSD), Long Beach Public Libraries, Long Beach Police Department, Department of Parks, Recreation & Marine, and Pacific Gateway Workforce Innovation Network, the Office of Youth Development (OYD) is launching a City of Long Beach Employees Youth Mentoring Program (Program), which will connect City of Long Beach employee-mentors with middle school students from the following LBUSD middle schools: Stephens Middle School, Franklin Middle School, Lindbergh Middle School, Washington Middle School, and Hoover Middle School. The City is contracting with Big Brothers Big Sisters of Greater Los Angeles (BBBSLA) to facilitate the Program.

**II. Goals**

Goals of this Program include the following:

1. Implement a City Program by pairing 100 City employees with 100 Middle School students from Spring Semester 2023 through the end of Spring Semester 2024
2. Serve students from middle schools in neighborhoods affected by disproportionate amounts of violence, poverty, and COVID-19
3. Students served from these middle schools show increases in academic readiness, social connectedness, and social capital
4. Collaborate with the Long Beach school district to collect the necessary data to measure Program effectiveness for Goal 3 of this project

**III. Scope of Work**

<b>SERVICE</b>	<b>IMPLEMENTATION and MEASUREMENT</b>	<b>MILESTONES</b>
1. Facilitate 100 mentoring connections between City Employees and middle school students for 12 months	<p>Develop a selection process for mentors in collaboration with OYD.</p> <p>Provide mentor orientations and trainings for new mentors that incorporate mentoring best practices. City will provide a list of employee-mentors.</p> <p>Pair mentors with mentees. LBUSD will provide a list of participating student mentees selected from the following LBUSD middle schools: Stephens Middle School, Franklin Middle School, Lindbergh Middle School, Washington Middle School, and Hoover Middle School.</p>	<p>3.13.23–9.13.24</p> <p>Quarter 1 Milestones:</p> <ul style="list-style-type: none"> <li>• Enroll 100 City Employees to be Mentors</li> <li>• Enroll 100 Middle school students to be Mentees</li> <li>• Pair 100 City employees with 100 students in mentoring connections</li> </ul>

	<p>Facilitate approximately 1 hour of mentoring between the paired mentors and mentee each month by ensuring full participation by mentors and mentees and by guiding mentor-mentee activities.</p> <p>Provide incentives as needed to support the mentoring connection and keep both mentors and mentees engaged throughout the program.</p> <p>Collaborate with LBUSD to ensure attendance of both mentors and mentees in mentorship connection meetings. Meetings should be held at the applicable school site once a month.</p> <p>Monitor mentoring relationships to ensure an effective match.</p> <p>Incorporate a model to adjust mentoring connections as needed.</p> <p>Coordinate and oversee approximately 2-3 group field trip events for interactive/fun activities throughout the summer months between mentors and mentees. These events are to be coordinated in collaboration with LBUSD. The transportation of students will be organized by LBUSD in partnership with BBBSLA.</p> <p><b>Outcomes:</b></p> <p>100 LBUSD Middle School students are paired in mentoring connections with 100 City Employee mentors.</p> <p>One hour mentoring sessions will occur at least every month for 12 months for each mentoring connection.</p> <p>Mentor and Mentee will attend events/field trips during summer months outside of the school year.</p> <p><b>Submit Tools and Documentation:</b> City's Reporting Tool</p> <p>Monthly schedule of bi-weekly, in person and/or virtual meetings with OYD</p> <p>Sign in sheets from mentees and mentors</p>	<p>Quarter 1-6 milestones:</p> <ul style="list-style-type: none"> <li>• Facilitate monthly mentoring connection meetings with City Employees and Middle School students at the five school sites.</li> <li>• Facilitate 2-3 monthly mentoring connection meetings during the summer through activities/field trips.</li> <li>• Coordinate a culminating ceremony for both mentor and mentee to honor the yearlong mentoring connection.</li> </ul>
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	<p>Event pictures. (BBBSLA will ensure each mentee has a photo release signed by their parent or guardian before releasing any photos)</p>	
<p>2. Student Impact</p>	<p>Administer a survey to students at the start of the mentoring connections to measure whether the Program resulted in students attaining increases in academic readiness, social connectedness, and social capital.</p> <p><b>Outcomes:</b> In partnership with LBUSD, students show increased in academic readiness, social connectedness, and social capital.</p> <p><b>Submit Tools and Documentation:</b> City’s Reporting Tool</p> <p>Pre/Post surveys to capture mindset or attitude shifts</p> <p>Sign-in sheets from mentees and mentors</p> <p>Student testimonials</p>	<p>3.13.23– 9.13.24</p> <p>Quarter 1 Milestone:</p> <ul style="list-style-type: none"> <li>• Administer a survey to students at the start of the mentoring connections</li> </ul> <p>Quarter 1-6 Milestones:</p> <ul style="list-style-type: none"> <li>• Collect ongoing data throughout the program in partnership with LBUSD</li> <li>• Administer post surveys at the end of the mentoring connection</li> <li>• Gather data from surveys and input them into the reporting tool</li> </ul>
<p>3. Data Gathering</p>	<p>Gather and share pre- and post-mentorship data to be used for evaluation by a third-party.</p> <p>Collaborate with OYD to develop a data sharing agreement between BBBSLA , LBUSD, and the City.</p> <p><b>Outcomes:</b> Program effectiveness was measured in collaboration with BBBSLA, LBUSD, OYD, and the third-party evaluator</p> <p><b>Submit Tools and Documentation:</b> City’s Reporting Tool</p> <p>Pre/Post surveys</p> <p>Sign-in sheets</p> <p>Student testimonials</p>	<p>3.13.23– 9.13.24</p> <ul style="list-style-type: none"> <li>• Partner with LBUSD on the data to be gathered and on the data LBUSD already gathers with their students to develop a data sharing agreement</li> <li>• Work with OYD to gather ongoing data and to work with a third-party evaluator that will be contracted by OYD</li> <li>• Gather all needed data</li> <li>• Submit data to evaluate program effectiveness</li> </ul>

<p>4. Contract Management and Maintaining Partnerships</p>	<p>Attend bi-weekly check-in meetings with OYD</p> <p>Create quarterly progress reports shared and presented to City interdepartmental workgroup</p> <p>Maintain a strong line of communication with LBUSD site staff</p> <p>Maintain and submit required documentation to monitor program accountability and progress in accordance with City requirements to OYD. These conditions include progress reports, invoices with supporting documentation of eligible expenditures, and insurance requirements.</p> <p>Progress reports are to be submitted along with every invoice. These reports need to include a short narrative summary of the program's status. The status involves what the program has completed in the invoicing period, current activities being implemented, and any challenges the program has encountered. The progress report should also include any photos or other digital materials (flyers/videos/articles) from the program's invoicing period.</p> <p>After completion of the program, submit data into a digital reporting tool. This data will include number of total youth served, number of youth served at each school, ages of youth, race/ethnicity of youth, gender identity of youth, narrative of program summary highlighting challenges/successes, any adjustments the program had to make to ensure implementation, any problems the program encountered, accomplishments and highlights the program achieved during reporting period, youth success stories, and photos or other digital materials from the program.</p> <p>The primary points of contact with the City will be OYD's Program Manager and Program Coordinator.</p>	
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**IV. Performance Metrics**

<b>Metrics</b>	<b>Description</b>
Number of mentoring connections	Facilitated a total of 100 mentoring connections between the City employees and middle school students beginning the Spring Semester 2023 through the end of Spring Semester 2024.
Program Evaluation	An outside third-party evaluator will be contracted by the City to evaluate success of mentoring connections through participant surveys, focus groups, and staff feedback. The evaluator shall work alongside the OYD, LBUSD, and the awarded vendor to gather data on the impact of the mentoring relationship.

**V. Deliverables, Invoices, and Payment Schedule**

<b>Deliverables</b>	<b>Invoices Due</b>	<b>Payout Amount</b>
Quarter 1: Onboarding of Mentors and Mentees March 1, 2023 – May 31, 2023	June 18, 2023	TBD – Commensurate on Services
Quarter 2: Progress Report and Invoice for services provided during June 1, 2023 – Aug 30, 2023	Sept 18, 2023	TBD – Commensurate on Services
Quarter 3: Progress Report and Invoice for services provided during Sept 1, 2023 – Nov 30, 2023	Dec 18, 2023	TBD – Commensurate on Services
Quarter 4: Progress Report and Invoice for services provided during Dec 1, 2023 – Feb 31, 2024	March 18, 2024	TBD – Commensurate on Services
Quarter 5: Progress Report and Invoice for services provided during March 1, 2024 – May 31, 2024	June 18, 2024	TBD – Commensurate on Services
Quarter 6: Progress Report and Invoice for services provided during June 1, 2024 – Aug 30, 2024	Sept 16, 2024	TBD – Commensurate on Services

EXHIBIT "B"

Applicant: Big Brothers Big Sisters of Greater Los Angeles, Inc.  
 Budget Contact Name & Phone: Lauren Plichta, 213-213-2441

		3/1/2023
COST NARRATIVE	Budget	
<b>PERSONNEL EXPENSES – Hourly time for staff directly supporting this project. For any personnel cost, back up documentation will be required.</b>  *Personnel Expenses include fringe benefits* (List positions)  Example – Personnel: 1.0 FTE Program Coordinator to support program development and implementation		
Personnel: 2.0 FTE Program Specialists to oversee recruitment, matching, curriculum development, session facilitation, match support, program and youth development, and general program implementation. Each Specialist will support 2-3 schools and 50 mentoring relationships with high quality, individualized support. Proposed Budget = 1.5 years of salary (100% of time on project @\$21 per hour) + payroll taxes for two employees.	\$	141,064
Personnel: Part-time (20% of time) support from 1.0 Site-Based Program Supervisor for leadership, strategic planning, partnership development, coordination and communication with City of Long Beach, youth development tracking and staff and project accountability. Proposed Budget = 1.5 years of partial salary (20% of time on project @26.45 per hour) + payroll taxes for one employee.	\$	17,762
<b>Total Personnel</b>	<b>\$</b>	<b>158,826</b>
<b>STIPENDS/INCENTIVES</b>		
N/A	\$	-
<b>Total Stipends/Incentives</b>	<b>\$</b>	<b>-</b>
<b>NON-PERSONNEL/OTHER</b>		
<del>Volunteer Background Checks: \$75 per volunteer for multi-layered state and federal background checks to ensure child safety.</del> WAIVED as all volunteers have already been cleared through DOJ background checks.	\$	-
Program Supplies & Recruitment Materials: Includes materials for facilitated sessions for three semesters, as well as recruitment collateral and school welcome kits.	\$	6,500
Workshops, Enrichment Activities and Field Trips: Budget for field trips, enrichment activities or group workshops. Costs include tickets, food, speakers, venue rental, etc. and are estimated at \$30 per person per semester X 200 X 3 semesters.	\$	18,000
Transportation: Group Transportation for Field Trips, Enrichment Activities and Workshops + Employee Transportation to Monthly Sessions. Group Transportation estimated at \$3000 per semester X 3 semesters. Employee Transportation estimated at 50 miles per session/activity X 20 sessions/recruitment activities per site X 5 sites X 62.5 cents per mile per IRS mileage reimbursement rates.	\$	12,125
<b>Total Non-Personnel/Other Expenses</b>	<b>\$</b>	<b>36,625</b>
<b>TOTAL EXPENSES (excluding Indirect/Overhead)</b>		
	<b>\$</b>	<b>195,451</b>
<b>INDIRECT/OVERHEAD EXPENSE (Up to 10% of Expenses)</b>		
		<b>\$4,549</b>
<b>TOTAL EXPENSES (Personnel + Non-Personnel/Other + Indirect Costs)</b>		
	<b>\$</b>	<b>200,000</b>
<b>IN KIND EXPENSES provided by Big Brothers Big Sisters of Greater Los Angeles</b>		
Employee Benefits + Employee Recruitment (\$27,591)		
Indirect/Overhead Expense Balance (\$19,105)	\$	46,696