

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT
36266

THIS AGREEMENT is made and entered, in duplicate, as of April 11, 2022, 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 LONG BEACH NONPROFIT PARTNERSHIP, INC. dba THE NONPROFIT PARTNERSHIP, a California nonprofit organization (“Contractor”), with a place of business at 4900 East Conant Street, Building 02, Suite 225, Long Beach, CA 90808, and the CITY OF LONG BEACH, a municipal corporation (“City”).

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with organizational and leadership development engaging the City’s youth and emerging adults and youth-serving organizations in grant funded projects (“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:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 Two Hundred Ninety Thousand Eight Hundred and Four Dollars (\$290,804), at the rates or charges shown in Exhibit "B", attached to this Agreement and incorporated by this reference.

B. City shall make payments to Contractor in accordance with Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall provide the City invoices every thirty (30) 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,

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

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

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

19 2. TERM. The term of this Agreement shall commence at midnight on
20 April 1, 2022, and shall terminate at 11:59 p.m. on October 31, 2022, unless sooner
21 terminated as provided in this Agreement, or unless the services or the Project is
22 completed sooner. The City shall have the option to extend the term for two (2) additional
23 one-year periods, at the discretion of the City Manager. This Agreement shall not be
24 extended past May 21, 2024 without authorization of the City Council.

25 3. COORDINATION AND ORGANIZATION.

26 A. Contractor shall coordinate its performance with City's
27 representative, if any, named in Exhibit "D", attached to this Agreement and
28

1 incorporated by this reference. Contractor shall advise and inform City's
2 representative of the work in progress on the Project in sufficient detail so as to
3 assist City's representative in making presentations and in holding meetings on the
4 Project. City shall furnish to Contractor information or materials, if any, described in
5 Exhibit "E", attached to this Agreement and incorporated by this reference, and shall
6 perform any other tasks described in the Exhibit.

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

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

24 5. INSURANCE.

25 A. As a condition precedent to the effectiveness of this
26 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
27 duration of this Agreement, from insurance companies that are admitted to write
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 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 10 11 85 or 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(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 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

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

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

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

18 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
19 contemplates the personal services of Contractor and Contractor's employees, and the
20 parties acknowledge that a substantial inducement to City for entering this Agreement was
21 and is the professional reputation and competence of Contractor and Contractor's
22 employees. Contractor shall not assign its rights or delegate its duties under this
23 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
24 of City, except that Contractor may with the prior approval of the City Manager of City,
25 assign any moneys due or to become due Contractor under this Agreement. Any
26 attempted assignment or delegation shall be void, and any assignee or delegate shall
27 acquire no right or interest by reason of an attempted assignment or delegation.

28

1 Furthermore, Contractor shall not subcontract any portion of its performance without the
2 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
3 or contractor without approval prior to the substitution. Nothing stated in this Section shall
4 prevent Contractor from employing as many employees as Contractor deems necessary
5 for performance of this Agreement.

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

12 8. MATERIALS. Contractor shall furnish all labor and supervision,
13 supplies, materials, tools, machinery, equipment, appliances, transportation and services
14 necessary to or used in the performance of Contractor's obligations under this Agreement,
15 except as stated in Exhibit "E".

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

27 10. TERMINATION. Either party shall have the right to terminate this
28

1 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
2 prior notice to the other party. In the event of termination under this Section, City shall pay
3 Contractor for services satisfactorily performed and costs incurred up to the effective date
4 of termination for which Contractor has not been previously paid. The procedures for
5 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
6 termination, Contractor shall deliver to City all Data developed or accumulated in the
7 performance of this Agreement, whether in draft or final form, or in process. And,
8 Contractor acknowledges and agrees that City's obligation to make final payment is
9 conditioned on Contractor's delivery of the Data to City.

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

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

24 13. ADDITIONAL SERVICES. The City has the right at any time during
25 the performance of the services, without invalidating this Agreement, to order extra work
26 beyond that specified in the RFQ or make changes by altering, adding to or deducting from
27 the work. No extra work may be undertaken unless a written order is first given by the City,
28

1 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
2 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
3 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
4 City Representative. Any greater increases, taken either separately or cumulatively, must
5 be approved by the City Council. It is expressly understood by Contractor that the
6 provisions of this paragraph do not apply to services specifically set forth in the RFQ or
7 reasonably contemplated in the RFQ. Contractor acknowledges that it accepts the risk
8 that the services to be provided pursuant to the RFQ may be more costly or time consuming
9 than Contractor anticipates and that Contractor will not be entitled to additional
10 compensation for the services set forth in the RFQ.

11 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
12 from any amount payable to Contractor (whether or not arising out of this Agreement) any
13 amounts the payment of which may be in dispute or that are necessary to compensate the
14 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
15 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
16 performing or failing to perform Contractor's obligations under this Agreement. In the event
17 that any claim is made by a third party, the amount or validity of which is disputed by
18 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
19 City may withhold from any payment due, without liability for interest because of the
20 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
21 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
22 indemnify and protect the City as elsewhere provided in this Agreement.

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

26 16. LAW. This Agreement shall be construed in accordance with the laws
27 of the State of California, and the venue for any legal actions brought by any party with
28

1 respect to this Agreement shall be the County of Los Angeles, State of California for state
2 actions and the Central District of California for any federal actions. Contractor shall cause
3 all work performed in connection with construction of the Project to be performed in
4 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
5 county or municipal governments or agencies (including, without limitation, all applicable
6 federal and state labor standards, including the prevailing wage provisions of sections 1770
7 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
8 marshal, health officer, building inspector, or other officer of every governmental agency
9 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
10 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
11 conflict with any applicable laws, but the remainder of the Agreement will remain in full
12 force and effect.

13 17. PREVAILING WAGES.

14 A. Consultant agrees that all public work (as defined in California
15 Labor Code section 1720) performed pursuant to this Agreement (the "Public
16 Work"), if any, shall comply with the requirements of California Labor Code sections
17 1770 *et seq.* City makes no representation or statement that the Project, or any
18 portion thereof, is or is not a "public work" as defined in California Labor Code
19 section 1720.

20 B. In all bid specifications, contracts and subcontracts for any
21 such Public Work, Consultant shall obtain the general prevailing rate of per diem
22 wages and the general prevailing rate for holiday and overtime work in this locality
23 for each craft, classification or type of worker needed to perform the Public Work,
24 and shall include such rates in the bid specifications, contract or subcontract. Such
25 bid specifications, contract or subcontract must contain the following provision: "It
26 shall be mandatory for the contractor to pay not less than the said prevailing rate of
27 wages to all workers employed by the contractor in the execution of this contract.
28

1 The contractor expressly agrees to comply with the penalty provisions of California
2 Labor Code section 1775 and the payroll record keeping requirements of California
3 Labor Code section 1771.”

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

7 19. INDEMNITY.

8 A. Consultant shall indemnify, protect and hold harmless City, its
9 Boards, Commissions, and their officials, employees and agents (“Indemnified
10 Parties”), from and against any and all liability, claims, demands, damage, loss,
11 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
12 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,
13 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
14 in part, out of or in connection with (1) Consultant’s breach or failure to comply with
15 any of its obligations contained in this Agreement, including all applicable federal
16 and state labor requirements including, without limitation, the requirements of
17 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
18 omissions or misrepresentations committed by Consultant, its officers, employees,
19 agents, subcontractors, or anyone under Consultant’s control, in the performance
20 of work or services under this Agreement (collectively “Claims” or individually
21 “Claim”).

22 B. In addition to Consultant’s duty to indemnify, Consultant shall
23 have a separate and wholly independent duty to defend Indemnified Parties at
24 Consultant’s expense by legal counsel approved by City, from and against all
25 Claims, and shall continue this defense until the Claims are resolved, whether by
26 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
27 breach, or the like on the part of Consultant shall be required for the duty to defend
28

1 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
2 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
3 in the defense.

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

9 D. The provisions of this Section shall survive the expiration or
10 termination of this Agreement.

11 20. FORCE MAJEURE. If any party fails to perform its obligations
12 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
13 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
14 governmental regulations, governmental controls, judicial orders, enemy or hostile
15 governmental action, civil commotion, fire or other casualty, or other causes beyond the
16 reasonable control of the party obligated to perform, then that party's performance will be
17 excused for a period equal to the period of such cause for failure to perform.

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

20 22. NONDISCRIMINATION.

21 A. In connection with performance of this Agreement and subject
22 to applicable rules and regulations, Contractor shall not discriminate against any
23 employee or applicant for employment because of race, religion, national origin,
24 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
25 disability. Contractor shall ensure that applicants are employed, and that employees
26 are treated during their employment, without regard to these bases. These actions
27 shall include, but not be limited to, the following: employment, upgrading, demotion
28

1 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
2 or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

25 E. If the City determines that the Consultant has set up or used its
26 contracting entity for the purpose of evading the intent of the EBO, the City may
27 terminate the Agreement on behalf of the City. Violation of this provision may be
28

1 used as evidence against the Consultant in actions taken pursuant to the provisions
2 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

3 24. NOTICES. Any notice or approval required by this Agreement shall
4 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
5 postage prepaid, addressed to Contractor at the address first stated above, and to City at
6 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
7 to the City Clerk at the same address. Notice of change of address shall be given in the
8 same manner as stated for other notices. Notice shall be deemed given on the date
9 deposited in the mail or on the date personal delivery is made, whichever occurs first.

10 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
11 that Contractor has not employed or retained any entity or person to solicit or obtain this
12 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
13 commission or other monies based on or from the award of this Agreement. If Contractor
14 breaches this warranty, City shall have the right to terminate this Agreement immediately
15 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
16 due under this Agreement or otherwise recover the full amount of the fee, commission or
17 other monies.

18 26. WAIVER. The acceptance of any services or the payment of any
19 money by City shall not operate as a waiver of any provision of this Agreement or of any
20 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
21 Agreement shall not constitute a waiver of any other or subsequent breach of this
22 Agreement.

23 27. CONTINUATION. Termination or expiration of this Agreement shall
24 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
25 18, 21 and 28 prior to termination or expiration of this Agreement.

26 28. TAX REPORTING. As required by federal and state law, City is
27 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.

28

1 Contractor shall be solely responsible for payment of all federal and state taxes resulting
2 from payments under this Agreement. Contractor shall submit Contractor's Employer
3 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
4 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
5 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
6 Contractor provides one of these numbers.

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

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

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

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

LONG BEACH NONPROFIT PARTNERSHIP, INC. dba THE NONPROFIT PARTNERSHIP, a California nonprofit organization

April 26th, 2022

By [Signature]
Name Michelle Byerly
Title Executive Director

April 27th, 2022

By [Signature]
Name Derek Wratford
Title Board President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

May 4, 2022

By [Signature]
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on May 3, 2022

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”

Scope of Work

Scope of Work for RFQ HE18-099 PART II- Youth 100 and Youth Fund Partners Program

SCOPE OF WORK (includes description of goals, expected outcomes, objectives, process outputs, and activities to measure impact)

This proposal addresses two scopes of work to support the efforts of the City of Long Beach to strengthen leadership capacity and positive impacts for youth. The specific goals, outcomes and approaches for each of these two scopes of work are outlined below: SOW A- Youth 100 Grants and SOW B- Youth Fund Partners Program

SOW A- Youth 100

BACKGROUND: The intent of this project is to provide formal and informal grassroots organizations and groups serving youth residing in communities most impacted by crime, COVID-19, poverty and chronic health conditions with funding opportunities that will galvanize local neighborhood level activities that will lead to increase in social connectedness, access to education, youth and health services, and youth development opportunities. With the intention of supporting meaningful engagement and investments driven by local youth, the individual grants will range from \$500 to \$2,000. There will be a funding committee that will include youth to make decisions on which proposals will be funded. TNP will partner with the City of Long Beach to provide a structure for the design and dissemination of these grants; the outreach, engagement, and leadership capacity strengthening of young people throughout the grants process; and evaluation of funded projects.

These funded projects will focus on serving youth, ages 8-24, who reside in communities most impacted by crime, COVID-19, poverty and chronic health conditions.

SCOPE OF WORK:

TNP will provide the following grant management support:

- Working in collaboration with an organization to do outreach and engagement among local youth and youth groups, promote the program.
- Co-design the grant application and procedures with youth to strengthen their leadership capacity.
- Host and circulate the grant application in collaboration with the outreach organization
- Design grant announcements and work collaboratively to broadcast throughout the City
- Collect grant applications (on a rolling basis) and share/review with members of the Funding Committee for award selection.
- Facilitation of grant review meetings with the Funding Committee followed by notifications to the grant applicants. Funding will be sent out within a week for approvals.
- Develop grant agreement and securely keep all applications from participating grantees
- Disburse up to \$100,000 in grant awards
- Collect grant evaluations at the end of the project period

Goal #1: To provide greater resources for summer programs to City youth residing in communities most impacted by crime, COVID-19, poverty and chronic health conditions as well as provide leadership strengthening opportunities to youth on the Funding Committee.

Objective: Disburse \$100,000 to 50-200 small grants ranging from \$500-\$2,000 to small community groups and organizations.

Scope of Work for RFQ HE18-099 PART II- Youth 100 and Youth Fund Partners Program

Outcome: The City’s youth and community groups (namely youth and community leaders, Neighborhood Associations, Student & Parent Associations, Nonprofits, Small Businesses, Youth-focused groups/clubs, grassroots organizations) are motivated through the engagement of summer programming.

Goal #2: Through a variety of ways, to engage the City’s youth and emerging adults in Youth100 program activities, including leadership capacity strengthening for youth on the funding committee.

Objective: To survey and collect the thoughts of at least 75 youth that will serve as the basis for grant design and analysis.

Outcome: By participating in Youth100 program activities such as surveys, informational presentations, and funded programs, the City’s youth and emerging adults will learn more about the strategic direction the City is taking to help create safer and more engaging communities for them.

The program will run from March through September 2022, with final reporting due to the City of Long Beach in October 2022. Youth 100 grant activities will take place between May-September, 2022.

A timetable for these activities is shown below:

Month	Activity	Deliverable
Late April through mid-May	1. Contract with a partner to conduct outreach - partner organization for youth engagement.	1. Draft written grant criteria (initial development of final grant application) 2. Co-develop grant selection procedures
By May 27, 2022	2. Outreach to youth to develop funding criteria and selection process Grant will be released, and multipronged outreach continues – (Youth connected organizations, ECE Committee, Long Beach nonprofits, Neighborhood Associations, Student & Parent Associations, small businesses, social media)	1. Grant application 2. Promotional announcements
June 2022	1. Grant applications (round 1) due- June 13	1. Grant agreements for first-round grantees 2. payment disbursement
	2. Grant disbursements through the end of June for round 1. 3. TNP begins to collect grant requirements	

Scope of Work for RFQ HE18-099 PART II- Youth 100 and Youth Fund Partners Program

	(available through a portal to grantees as soon as their project is complete)	
July	<ol style="list-style-type: none"> 1. 2nd round grants due- July 11 2. Grant disbursements through August 1 3. TNP continues to collect grant requirements (available through a portal to grantees as soon as their project is complete) 	<ol style="list-style-type: none"> 1. Grant agreements for second-round grantees 2. payment disbursement
August	<ol style="list-style-type: none"> 1. Grant projects continue while others are finalized. TNP continues to collect grant requirements (available through a portal to grantees as soon as their project is complete) 	<ol style="list-style-type: none"> 1. Grant agreements for second-round grantees 2. payment disbursement
mid-September	<ol style="list-style-type: none"> 1. Grant funds disbursed. TNP continues to collect grant requirements (available through a portal to grantees as soon as their project is complete) 	<ol style="list-style-type: none"> 1. Summarized project evaluations including quotes and photos from completed projects.
Through October	<ol style="list-style-type: none"> 1. Grant projects are wrapping up; final feedback from grantees collected. 	
Late October	<ol style="list-style-type: none"> 1. TNP presents evaluation summary to City of Long Beach 	<ol style="list-style-type: none"> 1. Summarized project evaluations including photos and quotes.

Scope of Work for RFQ HE18-099 PART II- Youth 100 and Youth Fund Partners Program

SOW B- Youth Fund Partners Program

BACKGROUND: Guided by key goal areas and principles identified in the City of Long Beach Strategic Plan for Youth and Emerging Adults, the City is committed to uplifting the quality of life for youth in the City. They continue to do this by not only investing in the leadership development of young people, but also by supporting the programs, services and organizations that serve youth. This project will serve at least six (6) and up to twelve (12) of the City's grantees who will be funded through Summer 2022.

SCOPE OF WORK: This scope of work specifically addresses (1) the grants distribution for the Youth Fund Partners (YFP) Program and (2) monitoring a learning community for these grantees to best understand how they implement the strategies in the City's Strategic Plan for Youth and Emerging Adults and how the City can provide stronger support for their work in the future. In grants administration, TNP will provide the following:

- Together with the City of Long Beach, design a grant application to distribute \$10,000 or \$25,000 grants. \$25,000 grants will be awarded to those organizations who come together to collaborate on a project. Depending on the number of applicants and types of applications submitted, there could be a different combination of grant awards such as five (5) \$10,000 grants and three (3) \$25,000 grant awards, for an example.
- The distribution of these funds will involve a co-design of the grant application process with the City, development of a grant agreement, and check disbursement for all awards.
- The grant-funded activities will run from June-September 2022.
- Grantees will participate in an end-of Summer '22 Youth Festival in a variety of ways such as hosting a booth/information table or sitting in as part of a discussion panel to showcase their work, among other ways.
- A short survey will be administered upon completion of this grant program.

Goal #1—Support the City's mid-size grant program by administering a \$125,000 grant program.

Objective: Award \$10K and \$25K grant awards to no more than 12 organizations.

Outcome: Grantees visibly contribute to the achievement of the goals and strategies identified in the City's Strategic Plan for Youth and Emerging Adults.

In the area of work to facilitate and monitor a learning community of grantees, TNP will provide the following:

- With the City's input, design and facilitate a 3-session learning community space. This conversation space will fulfill the following functions: networking for grantees, conversations about challenges and opportunities, tool and resource sharing.
- Based on the premise that peer-support spaces provide relevant resources and support, the space will be designed as a 1.5-2.0 hr virtual convening where ice-breakers and small and large group discussions are had.
- Discussion topics will center on understanding evolving practices in the field, what their ongoing operational needs look like, and what they are learning from the youth and families they serve.
- There will also be a focus on discussing how their work is impacting the City's long-term plan for youth and emerging adults.
- These sessions will be facilitated and scribed by TNP. There will also be virtual tools such as Google jam boards and quick video clips used to engage and support group conversations.
- TNP will attend regularly scheduled contract monitoring meetings with the City of Long Beach staff.

Scope of Work for RFQ HE18-099 PART II- Youth 100 and Youth Fund Partners Program

Goal #2-- Facilitate a learning space for City of Long Beach grantees.

Objective: Serve approximately up to 20 staff of youth-serving nonprofits (approximately up to 12 organizations) through three (3) facilitated discussions.

Outcome 1: Grantee organizations strengthen their network of service providers and advocates.

Outcome 2: Grantees contribute to meaningful engagement of youth and families at the 2022 City-sponsored youth festival.

Outcome 3: The City of Long Beach learns more about the needs, challenges and successes of youth-serving nonprofit organizations to impact future programming.

A timetable for these activities is shown below:

Month	Activity	Deliverable
Mid- to late-April	1. Set up planning meeting and timeline with DHHS staff	1. Identified check-in dates 2. Provide shared file access
May	1. Grant applications finalized- May 16 2. Grant application released- May 20	1. Grant application and guidelines
June	1. Grant application closes- June 8; 2. Final awards made- June 20 3. Grant program kick-off with grantees in partnership with CLB – June 30	1. Grant agreements 2. Payment disbursements
July	1. Grant activities commence for grantees. 2. TNP kicks-off first of three facilitated sessions.- week of July 18	1. Grant disbursements finalized. 2. Summary notes 3. TNP submits mid-term report
August	1. Second facilitated session- week of Aug. 8 2. Third facilitated session- week of Aug. 29	1. Meeting agendas 2. Summary notes

Scope of Work for RFQ HE18-099 PART II- Youth 100 and Youth Fund Partners Program

September	1. Grant activities continue; for those who wrap up their projects, they will submit evaluation information. Grantees acknowledged at the Annual Youth Community Festival.	1. Grantee survey to capture achievements, challenges, stories.
October	1. Grant projects are wrapping up; report information collected and assembled.	1. Grantee survey to capture achievements, challenges, stories.
Late October	1. TNP presents evaluation summary to City of Long Beach	1. Summarized project evaluations including photos and quotes.

EXHIBIT “B”

Rates/Charges

BUDGET

Expense Line Items	Total	Notes
Grant Disbursement	\$225,000	Grant awards for Youth 100 will range from \$500-\$2,000 with 50-200 grants awarded. <i>Total: \$100,000.</i> Grant awards for Youth Fund Partners Program will fall in one of two categories (\$10K or \$25K) with a projected range of up to no more than 12 awards. <i>Total: \$125,000.</i>
Stipends & Incentives	\$7,200	Incentives for online meeting participation and stipends for Youth participating on the Youth100 Funding Committee at \$20/hr – 6 hours per month x 5 youth.
Outreach and Marketing	\$6,000	Working with a subcontractor, TNP will ensure that outreach is well-conducted with an emphasis on where priority youth are congregating. This also includes partnering with the City of Long Beach to utilize their list-serves and message boards to help broadcast.
Program Management and Coordination	\$26,167	Program Management to co-design program materials, plan distribution, meeting facilitation, surveys, online data collection, and any other follow-up needed to contribute to the marketing/outreach of grant announcements, collection of evaluations and post-meeting follow-up. Attendance at regularly scheduled contract monitoring meetings and report submission.
<i>direct expenses</i>	\$ 264,367	
Administration & Bookkeeping	\$26,437	This line item is calculated at 10% of direct expenses. These funds will cover the associated costs with additional bookkeeping time and shared expenses associated with insurance and back-office systems/software.
TOTAL:	\$290,804	

BUDGET NARRATIVE

GRANT DISBURSEMENT: Youth100 Project Grants. The Youth Fund 100 will fund \$100,000 in youth and community projects to support City of Long Beach youth. Up to 100 projects will be selected with a funding range of \$500 to \$2,000. These projects will engage local youth and advance the Long Beach Youth Strategic Plan’s Six Goals: Youth Development, Youth Health, Youth Futures, Youth Care, Housing, Transportation. Total awards: \$100,000. **Youth Fund Partners Program.** This organizational grant program will fund \$125,000 grants to Long Beach youth-serving organizations. Grant awards will fall in one of two categories (\$10K or \$25K) with a projected range of up to no more than 12 awards. Total awards: \$125,000. The grand total for this line item: \$225,000. Direct grant funds account for 77% of this contract.

STIPENDS & INCENTIVES: This line item only reflects costs for the Youth 100 Grant program. Participation incentives will be provided youth that participate in the different co-design processes to create grant guidelines. Youth that participate on the Youth100 Funding Committee will receive stipends of \$20/hour for 5 youth participating up to 6 hours per month. Amount: \$7,200. Stipends and incentives for youth account for 2.5% of this contract.

OUTREACH & MARKETING: Working with a subcontractor (a local organization with relationships and connections with youth programs, services and schools), TNP will oversee targeted outreach activities that will include: outreach to schools, youth groups, clubs, neighborhood groups, and faith-based groups among others; design and dissemination of surveys (primarily paper/electronic); design and host small group discussions; collection and synthesis of data to ensure responses are summarized early enough and throughout the outreach phase of the project. This data will help inform the decision-making rubric used by youth to determine grant awards. The subcontractor will be instrumental in messaging design and dissemination along with distribution of participation stipends. The contract amount will not exceed \$6,000. Outreach and marketing, to be conducted through a subcontractor, account for 2% of this contract.

PROGRAM MANAGEMENT AND COORDINATION: This line item captures a myriad of program management activities such as (a) facilitation of Youth 100 meeting sessions to convene youth ambassadors and volunteers to review and make decisions about grants; (b) design and facilitation of the Youth Fund Partners Program (up to 12 organizations and up to 3, 1.5-2.0 hour sessions); (c) monitoring marketing and outreach activities through a subcontractor; (d) evaluation and follow-up with grantees where necessary; (e) preparation of grant, meeting and program materials; (f) setting up virtual meetings and Zoom room support for grantee convenings; (g) periodic check-ins/meetings with City staff to monitor progress of programs. Estimated staff hours are calculated at 25% of (2) Program Managers from April through September 2022 and 15% of March and October 2022 to accommodate set-up, planning, and wrap-up activities. The Program Coordinator's time is calculated at 20% from April through September 2022 and 15% of March and October 2022. Amount: \$26,167. Program management expenses account for 9% of this contract.

ADMINISTRATION: This line item captures the administrative/operations and bookkeeping expenses for grant distribution (payment disbursement, invoicing, record keeping, related follow-up); shared costs for general liability insurance and back-office systems/software to track expenses and program activities. Calculated at 10% of direct costs. Amount: \$26,437. Administrative and operations-related expenses account for 10% of this contract.

EXHIBIT “C”

Payment Schedule

Exhibit C

Youth 100 and Youth and Emerging Adult Development Learning Circle Payment Schedule

Payment	Amount	Benchmarks
Payment 1	\$150,000	<ul style="list-style-type: none">• Upon the “effective date” of the Agreement.• Effective date refers to Agreement once signed by vendor, City Attorney, and City Manager.
Payment 2	\$92,200	<ul style="list-style-type: none">• Both the YouthFund100 and Youth and Emerging Adult Development Learning Circle solicitations have been released.• 25% (\$56,250) of the grant disbursement budget has been awarded. This is to be verified through reporting documentation that includes the name, address, amount granted, and check number for each awardee.
Payment 3	\$48,604	<ul style="list-style-type: none">• Upon acceptance and approval of final reporting documentation – grant project summaries.

EXHIBIT “D”

City’s Representative(s):

Sherlyn Beatty, Youth Development Manager

Office: 562.570.3559

Sherlyn.beatty@longbeach.gov

EXHIBIT “E”

Materials/Information Furnished: None

EXHIBIT “F”

Consultant’s Key Employee(s):

Christina Hall, Program Manager

Office: 562.888.6530

chall@tnpsocal.org