

1 AGREEMENT

2 36072

3 THIS AGREEMENT is made and entered, in duplicate, as of September 22,
4 2021, for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting on May 21, 2019, by and between LONG BEACH
6 NONPROFIT PARTNERSHIP, INC. DBA THE NONPROFIT PARTNERSHIP, a California
7 nonprofit organization ("Contractor"), with a place of business at 4900 East Conant Street,
8 Building 02, Suite 225, Long Beach, California 90808, and the CITY OF LONG BEACH, a
9 municipal corporation ("City").

10 WHEREAS, City requires specialized services requiring unique skills to be
11 performed in connection with providing support to the Long Beach Advancing Peace
12 (LBAP) initiative's Steering Committee. The Steering Committee's role will be to inform and
13 drive the implementation of the LBAP initiative. Their collective focus will center community
14 voices and expertise to drive the goals, strategies and objectives that will be implemented
15 and supported by the City of Long Beach ("Project"); and

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

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

28

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

3 1. SCOPE OF WORK OR SERVICES.

4 A. Contractor shall furnish specialized services more particularly
5 described in Exhibit "A", attached to this Agreement and incorporated by this
6 reference, in accordance with the standards of the profession, and City shall pay for
7 these services in the manner described below, not to exceed Twenty-Five Thousand
8 Dollars (\$25,000) for the term of this Agreement, at the rates or charges shown in
9 Exhibit "B".

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

23 C. Contractor represents that Contractor has obtained all
24 necessary information on conditions and circumstances that may affect its
25 performance and has conducted site visits, if necessary.

26 D. By executing this Agreement, Contractor warrants that
27 Contractor (a) has thoroughly investigated and considered the scope of services to
28 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 October 15, 2021, and shall terminate at 11:59 p.m. on January 30, 2023, 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 one (1) additional
23 one-year period, 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 "C", attached to this Agreement and
28 incorporated by this reference. Contractor shall advise and inform City's

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

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

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

23 5. INSURANCE.

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

1 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
2 by A.M. Best Company, the following insurance:

3 (a) Commercial general liability insurance (equivalent in scope to
4 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
5 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
6 coverage shall include but not be limited to broad form contractual liability,
7 cross liability, independent contractors liability, and products and completed
8 operations liability. City, its boards and commissions, and their officials,
9 employees and agents shall be named as additional insureds by
10 endorsement (on City's endorsement form or on an endorsement equivalent
11 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
12 shall contain no special limitations on the scope of protection given to City,
13 its boards and commissions, and their officials, employees and agents. This
14 policy shall be endorsed to state that the insurer waives its right of
15 subrogation against City, its boards and commissions, and their officials,
16 employees and agents.

17 (b) Workers' Compensation insurance as required by the California
18 Labor Code and employer's liability insurance in an amount not less than
19 \$1,000,000. This policy shall be endorsed to state that the insurer waives
20 its right of subrogation against City, its boards and commissions, and their
21 officials, employees and agents.

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

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

27 B. Any self-insurance program, self-insured retention, or
28 deductible must be separately approved in writing by City's Risk Manager or

1 designee and shall protect City, its officials, employees and agents in the same
2 manner and to the same extent as they would have been protected had the policy
3 or policies not contained retention or deductible provisions.

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

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

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

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

1 records and other information relating to this insurance, during normal business
2 hours.

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

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

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

27 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
28 certifies that, at the time Contractor executes this Agreement and for its duration,

1 Contractor does not and will not perform services for any other client which would create a
2 conflict, whether monetary or otherwise, as between the interests of City and the interests
3 of that other client. And, Contractor shall obtain similar certifications from Contractor's
4 employees, sub-Contractors and contractors.

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

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

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

1 conditioned on Contractor's delivery of the Data to City.

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

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

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

1 compensation for the services set forth in the RFQ.

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

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

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

1 conflict with any applicable laws, but the remainder of the Agreement will remain in full
2 force and effect.

3 17. PREVAILING WAGES.

4 A. Consultant agrees that all public work (as defined in California
5 Labor Code section 1720) performed pursuant to this Agreement (the "Public
6 Work"), if any, shall comply with the requirements of California Labor Code sections
7 1770 *et seq.* City makes no representation or statement that the Project, or any
8 portion thereof, is or is not a "public work" as defined in California Labor Code
9 section 1720.

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

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

24 19. INDEMNITY.

25 A. Consultant shall indemnify, protect and hold harmless City, its
26 Boards, Commissions, and their officials, employees and agents ("Indemnified
27 Parties"), from and against any and all liability, claims, demands, damage, loss,
28 obligations, causes of action, proceedings, awards, fines, judgments, penalties,

1 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
2 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
3 in part, out of or in connection with (1) Consultant's breach or failure to comply with
4 any of its obligations contained in this Agreement, including all applicable federal
5 and state labor requirements including, without limitation, the requirements of
6 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
7 omissions or misrepresentations committed by Consultant, its officers, employees,
8 agents, subcontractors, or anyone under Consultant's control, in the performance
9 of work or services under this Agreement (collectively "Claims" or individually
10 "Claim").

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

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

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

27 20. FORCE MAJEURE. If any party fails to perform its obligations
28 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain

1 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
2 governmental regulations, governmental controls, judicial orders, enemy or hostile
3 governmental action, civil commotion, fire or other casualty, or other causes beyond the
4 reasonable control of the party obligated to perform, then that party's performance will be
5 excused for a period equal to the period of such cause for failure to perform.

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

8 22. NONDISCRIMINATION.

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

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

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

26 "During the performance of a contract with the City of Long Beach, the
27 Consultant will provide equal benefits to employees with spouses and its
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

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

1 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
2 due under this Agreement or otherwise recover the full amount of the fee, commission or
3 other monies.

4 26. WAIVER. The acceptance of any services or the payment of any
5 money by City shall not operate as a waiver of any provision of this Agreement or of any
6 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
7 Agreement shall not constitute a waiver of any other or subsequent breach of this
8 Agreement.

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

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

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

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

27 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
28 designed to or entered for the purpose of creating any benefit or right for any person or

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

1 entity of any kind that is not a party to this Agreement.

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

4
5
6
7 Sept. 29, 2021

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

By Michelle Beyerly
Name Michelle Beyerly
Title Executive Director

8
9 Sept. 29, 2021

By [Signature]
Name Jose F. Olguin
Title Sec.

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

10
11
12
13
14 October 7, 2021

By Sandra J. Tatum
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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16
17 This Agreement is approved as to form on October 4, 2021.

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19 CHARLES PARKIN, City Attorney

20 By [Signature]
Deputy

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EXHIBIT “A”

Scope of Work



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

The City of Long Beach (COLB) is soliciting quotes to identify firms to partner as subcontractors. A single project may require one or more subcontractors to provide programmatic or technical expertise. Providing a quote does not guarantee selection. This Request for Quotes is not transferable and is subject to the same terms and conditions listed in RFQ HE18-099. Selected contractor(s) will be notified in writing.

SCOPE OF WORK *To Be Completed by COLB Program Staff*

Project Name: Long Beach Advancing Peace Steering Committee - Capacity Building Services

The Collective Impact Services Bureau in the City of Long Beach (City) is seeking one agency to provide capacity building services for the Long Beach Advancing Peace (LBAP) Initiative's Steering Committee. LBAP seeks to center community voices and expertise across the initiative, its goals, strategies, and objectives. One mechanism we are experimenting with is the formation of a community-led Steering Committee, which is designed to inform and drive the implementation of the LBAP Initiative. Steering Committee members consist of diverse Long Beach residents and community-based organizations. The agency will assess how the Steering Committee works together and help identify, plan, and deliver capacity building services to improve the group's effectiveness, including but not exclusive to facilitating retreats to clarify and affirm the group's purpose, values, roles and membership, facilitation approaches, decision-making methods, strategic thinking and planning. The agency will need to facilitate a minimum of three capacity building retreats, three hours each, with the Steering Committee over a 12-month period.

In addition, the agency will provide monthly stipends for up to twelve Steering Committee members (12 members x \$50 x 12 meetings = \$7,200). A maximum (based on attendance) stipend of \$600 per steering committee member will need to be issued by May 2022.

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

If a section(s) below is checked, the applicant must complete the corresponding section(s) on the following pages, and upload the entire document to PlanetBids by 4:00pm on 9/20/21:

- Relevant programmatic logic model(s)
- Scope of work, including description of expected outcomes, goals, objectives, process outputs, and activities to measure impact
- Staff qualifications and availability

Part (B) – Budget: (2 pages max)

- Rate sheet from Part I of the RFQ
- Proposed budget and budget narrative

For questions regarding this solicitation, please contact Adam M Lara at Adam.Lara@longbeach.gov.



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

PART (A) – NARRATIVE *To Be Completed by Applicant*

(3 pages max)

Relevant programmatic logic model(s). Upload separate document, if needed.

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Scope of work, including description of goals, expected outcomes, objectives, process outputs, and activities to measure impact. Upload separate document, if needed.

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Staff qualifications and availability. Upload separate document, if needed.

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

PART (B) – BUDGET *To Be Completed by Applicant*

(2 pages max)

Rate sheet from Part I of the RFQ

Proposed budget and budget narrative. Please attach budget separately, if needed.

Scope of Work & Staff Qualifications for RFQ HE18-099 PART II- Long Beach Advancing Peace Steering Committee - Capacity Building Services

STAFF QUALIFICATIONS

The Nonprofit Partnership (TNP) has worked with numerous nonprofits throughout its 28-year history, primarily serving the Greater Long Beach region. We provide affordable access to high-quality services that are updated and relevant covering programming and resources that focus on building the capacity of our local community organizations by promoting collaborative opportunities, enhanced resource development, networking opportunities, custom support services and year-round educational seminars and workshops.

Leading various efforts of this initiative will be this core group of TNP staff members:

Carolina Quezada, Senior Program Manager: In the late 1990's, Carolina began a career in the nonprofit sector, working for a community-based organization with a strong emphasis on educational and neighborhood services. For the next ten years, her work focused on grant writing, program management, and administration in the nonprofit sector. In 2009, she moved to the Midwest to complete a two-year fellowship in philanthropy. Joining the grant making team at the Iowa West Foundation allowed Carolina to look at organizational challenges and effectiveness from a different perspective. While living in the Omaha/Council Bluffs metropolitan area, she became the Executive Director of the Latino Center of the Midlands and remained there for five-and-a-half years. Carolina joined the team at TNP in 2017 and serves as the project manager for all consulting and customized projects and has, in her capacity at TNP, co-designed and managed cohort programs and both managed and contributed to the diagnosis, contract management, and evaluation of dozens of nonprofit consulting projects.

Christina Kreachbaum, Program Manager: Christina has been working in the nonprofit sector for over 20 years. Primarily working in the social service field, she served in several areas including: volunteer management, community engagement and outreach, fundraising, resource development, grant writing and evaluation, supervision, and self-care. Logging over 5,000 hours providing trainings and presentations, she now works to shape our education programming. She brings a passion for helping nonprofit organizations build connections with other agencies to collaborate on projects and address the community's needs with a unified focus. Holding a Bachelor's of Arts in Education from California State University, Long Beach, she is also a proud graduate of TNP's Emerging Leaders Program. In her capacity as Program Manager, Christina oversees TNP training and convening activities, working closely with affiliate consultants to ensure the best learning and engagement outcomes for nonprofit professionals.

Ariana Kennedy, Operations Manager: Ariana comes to The Nonprofit Partnership after dedicating over a decade to working for several cities in public administration, contract management, social media campaigns and marketing, community relations, and budgeting. She held 11 certifications from FEMA in Emergency Management and holds a Bachelor's of Arts in Politics from Occidental College as well as a Master's in Public Administration from California State University, Long Beach. Her commitment to the nonprofit sector was instilled early on as she hails from a family steeped in service-driven efforts. In her capacity as Operations Manager, Ariana directly supports all accounting processes, ensuring that accounts receivable and payable are running efficiently.

Scope of Work & Staff Qualifications for RFQ HE18-099 PART II- Long Beach Advancing Peace Steering Committee - Capacity Building Services

Working in partnership with TNP staff will be a series of skilled consultants specializing in strategic planning, group decision-making and team dynamics, and group coaching approaches. TNP works with over 25 affiliate consultants each year to provide training and consultation to nonprofits, resident groups and network of organizations each year. Our consultants, engaging as sub-contractors to TNP, work hand-in-hand with our team to evaluate needs, design the intervention strategy, and execute on the plan. TNP has enjoyed a long-standing relationship with affiliate consultants for over 20 years.

EXHIBIT “B”

Rates/Charges

Budget for RFQ HE18-099 PART II- Advancing Peace Initiative Steering Committee

BUDGET

Expense Line Items	Cost per Line Item	Notes
Facilitation & Training	\$12,500.00	The cost of designing and implementing up to 4 convenings (facilitation and training) to help achieve the outcomes described in the scope of work.
Stipends	\$7,200.00	For up to 12 members; 12 members x \$50 x 12 meetings
Program coordination and administration	\$5,300.00	Staff time to coordinate activities and stipend distribution to committee members.
TOTAL:	\$25,000.00	

BUDGET NARRATIVE

Facilitation and Training. Facilitation will primarily be provided online unless in-person meetings are allowed in City facilities, accommodating physical distancing and masking requirements. Group facilitation will be designed and provided by a TNP affiliate consultant. Training will depend on the needs identified by the group and City staff. The budget accommodates up to 4 convenings in a 12-month period which will be a mixture of facilitated planning meetings and training sessions.

Fees: up to \$12,500

Monthly Stipends: Participation stipends will be provided to up to 12 members of the Steering Committee. These stipends amount to \$50 per participant each month. A maximum (based on attendance) of \$600 per committee member will be issued by May 2022.

Fees: \$7,200

Program Coordination and Administration: This line item will involve program coordination with the City of Long Beach and affiliate consultants. Coordination and distribution of participation stipends, bookkeeping expenses.

Fees: \$5,300

EXHIBIT “C”

City’s Representative(s):

Adam M. Lara, Violence Prevention Manager

Phone: 562.570.4394

Adam.lara@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Caroline Quezada, Senior Program Manager

Office: 562.888.6530

cquezada@tnpsocal.org

RESOLUTION OF THE BOARD OF THE NONPROFIT PARTNERSHIP GRANTING EXECUTIVE DIRECTOR
AUTHORITY TO ENTER INTO CONTRACTS AND GRANTS WITH THE CITY OF LONG BEACH

September 28, 2021


WHEREAS, The Nonprofit Partnership is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the organization.

Name: Michelle Byerly

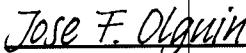
Upon adoption of this resolution, and effective September 28, 2021, the Executive Director Michelle Byerly is authorized to enter into contracts and grants with the City of Long Beach.

Derek Wratchford, President:


Derek Wratchford (Sep 29, 2021 10:15 PDT)

Date: Sep 29, 2021

Jose Olguin, Secretary/Treasurer:


Jose F. Olguin (Sep 29, 2021 10:17 PDT)

Date: Sep 29, 2021









TNP Board Resolution CLB MByerly

Final Audit Report

2021-09-29

Created:	2021-09-29
By:	Michelle Byerly (info@tnpsocal.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAajm5QqQrYJTV58twqWLxX1VWqJhUe73G

"TNP Board Resolution CLB MByerly" History

-  Document created by Michelle Byerly (info@tnpsocal.org)
2021-09-29 - 0:13:46 AM GMT - IP address: 66.214.171.104
-  Document emailed to Derek Wratchford (derek.wratchford@mutualofamerica.com) for signature
2021-09-29 - 0:14:44 AM GMT
-  Email viewed by Derek Wratchford (derek.wratchford@mutualofamerica.com)
2021-09-29 - 5:10:01 PM GMT - IP address: 44.198.230.170
-  Document e-signed by Derek Wratchford (derek.wratchford@mutualofamerica.com)
Signature Date: 2021-09-29 - 5:15:08 PM GMT - Time Source: server- IP address: 107.77.230.123
-  Document emailed to Jose F. Olguin (jose.olguin.f88l@statefarm.com) for signature
2021-09-29 - 5:15:09 PM GMT
-  Email viewed by Jose F. Olguin (jose.olguin.f88l@statefarm.com)
2021-09-29 - 5:17:04 PM GMT - IP address: 206.80.128.15
-  Document e-signed by Jose F. Olguin (jose.olguin.f88l@statefarm.com)
Signature Date: 2021-09-29 - 5:17:23 PM GMT - Time Source: server- IP address: 206.80.128.15
-  Agreement completed.
2021-09-29 - 5:17:23 PM GMT