

36252

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21GOB032	PURCHASING AUTHORITY NUMBER (If Applicable) GO-Biz-0509
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Governor's Office of Business and Economic Development

CONTRACTOR NAME

City of Long Beach

2. The term of this Agreement is:

START DATE

April 1, 2022

THROUGH END DATE

March 31, 2025

3. The maximum amount of this Agreement is:

\$5,000,000.00 (Five Million Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B-1 Exhibit B-2	Payment Provisions Budget Details	1 1
Exhibit C *	General Terms and Conditions	GTC 04/2017
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Long Beach

CONTRACTOR BUSINESS ADDRESS

411 West Ocean Blvd., 10th Floor

CITY

Long Beach

STATE

CA

ZIP

90802

PRINTED NAME OF PERSON SIGNING

Thomas B Modica

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

Thomas B. Modica

DATE SIGNED

4/11/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Governor's Office of Business and Economic Development

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

CONTRACTING AGENCY ADDRESS

1325 J Street, 18th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

James Teahan

TITLE

Administrative Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

James Teahan

Digitally signed by James Teahan
Date: 2022.04.25 15:18:47 -07'00'

DATE SIGNED

4/25/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

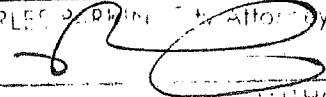
EXEMPTION (If Applicable)

APPROVED AS TO FORM

4-7-2022

CHARLES P. PERINI, Attorney

By



ANTHONY
DEPUTY CITY ATTORNEY

**GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT
EXHIBIT A
SCOPE OF WORK**

This Governor's Office of Business and Economic Development Agreement is entered into by and between the **City of Long Beach** (hereinafter, "City"), in partnership with **Centro C.H.A., Inc.** (hereinafter, "Centro CHA"), a California non-profit corporation, (in combination, this partnership is hereinafter, "Contractor") and the **California Governor's Office of Business and Economic Development** (hereinafter, "GO-Biz"), hereafter jointly referred to as the "parties" or individually as the "party." The term of this Agreement is April 1, 2022 – March 31, 2025.

Project Scope & Budget

Per SEC. 174. Section 19.56 of the SB-170 Budget Act of 2021, the California Governor's Office of Business and Economic Development is to allocate funds to the City of Long Beach for the Center for Inclusive Business and Workforce Development. The following Project Scope and Budget was provided by the City of Long Beach. Budget not to exceed \$5,000,000.00.

The GO-Biz funding will be used to provide increased support to City of Long Beach to create an inclusive regional workforce development hub with the mission to help one of the region's largest underserved populations.

Program Scope

The City of Long Beach (City), in partnership with Centro C.H.A., Inc., a California non-profit corporation (Centro CHA), has been awarded \$5 Million from the Governor's Office of Business and Economic Development (GO-Biz) to develop an Inclusive Business and Workforce Development Center at 1858 Atlantic Avenue in Long Beach (Center). Centro CHA is a community-based organization that provides programs, initiatives, and services that reflect the needs of the Latino/Hispanic community in the region, and it will own and operate the Center and administer all programmatic components.

As envisioned by Centro CHA, the Center will serve as an inclusive regional workforce development hub with the mission to help one of the region's largest underserved populations. Envisioned services will include, but not be limited to, education, case management, advocacy/outreach, vocational training, business development, entrepreneurial incubators, counseling, and other ancillary community-benefit programs designed to uplift and support the region's Latino/Hispanic community. Some highlights of the new Center will be a fully equipped teaching commercial kitchen, computer labs, and modular classrooms.

Some examples of services to be provided include:

- To ensure that each youth seeking services receives the right path to success, Centro CHA pairs them with a case manager and immediately assesses their needs from the first conversation. From there, the case manager can determine which program is best suited to help them achieve their goals. This one-on-one relationship provides accountability for the youth and a familiar face as they navigate through the process.
- Centro CHA also offers a variety of in-house educational support to help those who are looking to further their education or receive their GED. A case manager will work with the individual to prepare the proper paperwork and or enroll them in GED preparation courses.

- Post-Secondary Education assistance is also available for students looking to further their education and enroll in college or university. Case managers can present financial assistance options such as FAFSA or look for other ways to support their financial needs.

Centro CHA has completed the concept design phase for the Center and has obtained all entitlements from the City's regulatory agency. The City's Department of Public Works Project Management Bureau will take over the project and will oversee detailed design, engineering, plan check, and administer construction. Concurrently, the City and Centro CHA will work together on furnishing, fixtures, and equipment (FFE) for the Center. Once completed, the Center will be handed back to Centro CHA, who will be required via covenant to operate the Center in its capacity as a regional workforce development center for a period of 20 years.

Annual Reporting

During the term of the grant agreement, annual reports will be submitted, by the City to GO-Biz at the end of each fiscal year. Annual reports will outline the amount of expenditures made during the fiscal year and services/activities covered.

In addition

1. This Agreement may be amended, and term extended by written mutual consent of the State and Contractor. No alteration of or variation from the terms of this Agreement shall be valid unless made in writing and signed by both parties of this Agreement.
2. This Agreement contains all the terms and conditions agreed to by all parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
3. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

The project representatives during the term of this agreement will be:

State Agency: Governor's Office of Business and Economic Development	Contractor: City of Long Beach
Name: Jim Teahan	Name: Thomas B Modica
Title: Administrative Chief	Title: City Manager
Phone: (916) 322-0671	Phone: (562) 570-5091
Email: james.teahan@gobiz.ca.gov	Email: tom.modica@longbeach.gov

**EXHIBIT B-1
PAYMENT PROVISIONS**

Invoicing

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

The invoices shall include the Agreement number and be submitted to:

Governor's Office of Business & Economic Development (GO-Biz)
ATTN: David Creech
1325 J Street, Suite 1800
Sacramento, CA 95814
Or by email at: GO-Biz.BSU@gobiz.ca.gov

Payment Provisions

Total amount of this Agreement shall not exceed Five Million Dollars and Zero Cents (\$5,000,000.00). This will be a One Time Payment within forty-five (45) Days of the date the Agreement is signed by both parties.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5 commencing with Section 927.

**EXHIBIT B-2
BUDGET DETAILS**

Program Budget

Budget Category	Amount
Project Management Oversight (including overhead)	\$1,000,000.00
Construction	\$3,500,000.00
Other Costs (FFE)	\$500,000.00
Total Costs	\$5,000,000.00