

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of September 8, 2021, 2021, 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 CENTRO C.H.A., INC, a California nonprofit organization ("Contractor"), with a place of business at 1633 Long Beach Blvd., Long Beach, Ca 90813, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with outreach to at least ten local organizations for capacity building and training and ensure that a representative from each non-profit support attends at least one capacity building training ("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. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly

1 described in Exhibit "A", attached to this Agreement and incorporated by this  
2 reference, in accordance with the standards of the profession, and City shall pay for  
3 these services in the manner described below, not to exceed Eight Thousand One  
4 Hundred Dollars (\$8,000), at the rates or charges shown in Exhibit "B".

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

18 C. Contractor represents that Contractor has obtained all  
19 necessary information on conditions and circumstances that may affect its  
20 performance and has conducted site visits, if necessary.

21 D. By executing this Agreement, Contractor warrants that  
22 Contractor (a) has thoroughly investigated and considered the scope of services to  
23 be performed, (b) has carefully considered how the services should be performed,  
24 and (c) fully understands the facilities, difficulties and restrictions attending  
25 performance of the services under this Agreement. If the services involve work upon  
26 any site, Contractor warrants that Contractor has or will investigate the site and is  
27 or will be fully acquainted with the conditions there existing, prior to commencement  
28 of services set forth in this Agreement. Should Contractor discover any latent or

1 unknown conditions that will materially affect the performance of the services set  
2 forth in this Agreement, Contractor must immediately inform the City of that fact and  
3 may not proceed except at Contractor's risk until written instructions are received  
4 from the City.

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

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

14 2. TERM. The term of this Agreement shall commence at midnight on  
15 August 1, 2021, and shall terminate at 11:59 p.m. on December 31, 2021, unless sooner  
16 terminated as provided in this Agreement, or unless the services or the Project is  
17 completed sooner.

18 3. COORDINATION AND ORGANIZATION.

19 A. Contractor shall coordinate its performance with City's  
20 representative, if any, named in Exhibit "C", attached to this Agreement and  
21 incorporated by this reference. Contractor shall advise and inform City's  
22 representative of the work in progress on the Project in sufficient detail so as to  
23 assist City's representative in making presentations and in holding meetings on the  
24 Project. City shall furnish to Contractor information or materials, if any, described in  
25 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
26 perform any other tasks described in the Exhibit.

27 B. The parties acknowledge that a substantial inducement to City  
28 for entering this Agreement was and is the reputation and skill of Contractor's key

1 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
2 reference. City shall have the right to approve any person proposed by Contractor  
3 to replace that key employee.

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

16 5. INSURANCE.

17 A. As a condition precedent to the effectiveness of this  
18 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
19 duration of this Agreement, from insurance companies that are admitted to write  
20 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
21 Company or from authorized non-admitted insurance companies subject to Section  
22 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
23 by A.M. Best Company, the following insurance:

24 (a) Commercial general liability insurance (equivalent in scope to  
25 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
26 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
27 coverage shall include but not be limited to broad form contractual liability,  
28 cross liability, independent contractors liability, and products and completed

1 operations liability. City, its boards and commissions, and their officials,  
2 employees and agents shall be named as additional insureds by  
3 endorsement (on City's endorsement form or on an endorsement equivalent  
4 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
5 shall contain no special limitations on the scope of protection given to City,  
6 its boards and commissions, and their officials, employees and agents. This  
7 policy shall be endorsed to state that the insurer waives its right of  
8 subrogation against City, its boards and commissions, and their officials,  
9 employees and agents.

10 (b) Workers' Compensation insurance as required by the California  
11 Labor Code and employer's liability insurance in an amount not less than  
12 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
13 its right of subrogation against City, its boards and commissions, and their  
14 officials, employees and agents.

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

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

20 B. Any self-insurance program, self-insured retention, or  
21 deductible must be separately approved in writing by City's Risk Manager or  
22 designee and shall protect City, its officials, employees and agents in the same  
23 manner and to the same extent as they would have been protected had the policy  
24 or policies not contained retention or deductible provisions.

25 C. Each insurance policy shall be endorsed to state that coverage  
26 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
27 written notice to City, shall be primary and not contributing to any other insurance  
28 or self-insurance maintained by City, and shall be endorsed to state that coverage

1 maintained by City shall be excess to and shall not contribute to insurance or self-  
2 insurance maintained by Contractor. Contractor shall notify City in writing within five  
3 (5) days after any insurance has been voided by the insurer or cancelled by the  
4 insured.

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

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

15 F. Prior to the start of performance, Contractor shall deliver to City  
16 certificates of insurance and the endorsements for approval as to sufficiency and  
17 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
18 insurance, furnish to City certificates of insurance and endorsements evidencing  
19 renewal of the insurance. City reserves the right to require complete certified copies  
20 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
21 time. Contractor shall make available to City's Risk Manager or designee all books,  
22 records and other information relating to this insurance, during normal business  
23 hours.

24 G. Any modification or waiver of these insurance requirements  
25 shall only be made with the approval of City's Risk Manager or designee. Not more  
26 frequently than once a year, City's Risk Manager or designee may require that  
27 Contractor, Contractor's sub-Contractors and contractors change the amount,  
28 scope or types of coverages required in this Section if, in his or her sole opinion, the

1 amount, scope or types of coverages are not adequate.

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

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

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

26 8. MATERIALS. Contractor shall furnish all labor and supervision,  
27 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
28 necessary to or used in the performance of Contractor's obligations under this Agreement,

1 except as stated in Exhibit "D".

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

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

23           11.    CONFIDENTIALITY. Contractor shall keep all Data confidential and  
24 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
25 performing its services, during the term of this Agreement and for five (5) years following  
26 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
27 all information, whether written, oral or visual, obtained by any means whatsoever in the  
28 course of performing its services for the same period of time. Contractor shall not disclose

1 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
2 of others except for the purpose of this Agreement.

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

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

23 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
24 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
25 amounts the payment of which may be in dispute or that are necessary to compensate the  
26 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
27 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
28 performing or failing to perform Contractor's obligations under this Agreement. In the event

1 that any claim is made by a third party, the amount or validity of which is disputed by  
2 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
3 City may withhold from any payment due, without liability for interest because of the  
4 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
5 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
6 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

24 17. PREVAILING WAGES.

25 A. Consultant agrees that all public work (as defined in California  
26 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
27 Work"), if any, shall comply with the requirements of California Labor Code sections  
28 1770 *et seq.* City makes no representation or statement that the Project, or any

1 portion thereof, is or is not a "public work" as defined in California Labor Code  
2 section 1720.

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

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

17 19. INDEMNITY.

18 A. Consultant shall indemnify, protect and hold harmless City, its  
19 Boards, Commissions, and their officials, employees and agents ("Indemnified  
20 Parties"), from and against any and all liability, claims, demands, damage, loss,  
21 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
22 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
23 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
24 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
25 any of its obligations contained in this Agreement, including all applicable federal  
26 and state labor requirements including, without limitation, the requirements of  
27 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
28 omissions or misrepresentations committed by Consultant, its officers, employees,

1 agents, subcontractors, or anyone under Consultant's control, in the performance  
2 of work or services under this Agreement (collectively "Claims" or individually  
3 "Claim").

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

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

18 D. The provisions of this Section shall survive the expiration or  
19 termination of this Agreement.

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

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

22. NONDISCRIMINATION.

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

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

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

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

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

C. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may

1 also pursue any and all other remedies at law or in equity for any breach.

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

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

10 24. NOTICES. Any notice or approval required by this Agreement shall  
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
12 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
13 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
14 to the City Clerk at the same address. Notice of change of address shall be given in the  
15 same manner as stated for other notices. Notice shall be deemed given on the date  
16 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

1 Agreement.

2 27. CONTINUATION. Termination or expiration of this Agreement shall  
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
4 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

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

3  
4 September 9th, 2021

CENTRO C.H.A., INC, a California  
nonprofit organization

By   
Name Jessica Quintana  
Title Executive Director

7  
8  
9 By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

10 CITY OF LONG BEACH, a municipal  
11 corporation

12 By   
13 City Manager

14 EXECUTED PURSUANT  
15 "City" TO SECTION 301 OF  
16 THE CITY CHARTER

17 This Agreement is approved as to form by the City of Long Beach, 2021.

18 CHARLES PARKIN, City Attorney

19 By   
20 Deputy

# EXHIBIT “A”

## Scope of Work



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

The City of Long Beach (CLB) 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 CLB Program Staff

Project Name: Latinx Community Outreach for Capacity Building Trainings

The City of Long Beach Department of Health and Human Services (DHHS) is seeking a community based organization (CBO) to promote, outreach and register up to 10 startup and small non-profit organizations (no more than \$500,000 annual budget) needing capacity building trainings to support their organization's development. The CBO will use personalized approaches such as phone calls or text messages or localize media outlets to share the benefits of the trainings and assist organizations with registering for capacity building training, if needed. The messaging and materials will need to be in multiple languages to ensure diverse communities are aware of this opportunity and register for the capacity building and technical assistance opportunity. The CBO will work with DHHS to administer a survey that assesses nonprofit's capacity building needs. Some possible areas for capacity building may include learning about the city's procurement process, grant development and nonprofit Board development among other areas as identified through a needs assessment survey. This initiative is funded through the City's Racial Reconciliation funds, so it is critical that the CBO connect with nonprofit organizations with expertise serving Black Indigenous People of Color communities that are disproportionately impacted by systems that have perpetuated structural barriers and inequities. Nonprofit sectors to be engaged in capacity building efforts may include reentry, youth services, gang prevention/intervention, community and family violence prevention, etc.

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 12:00pm on 8/25/2021:

- ☐ 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 Andrea Lee at andrea.lee@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.

☒

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

☒

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



## 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.

**Background and Qualifications:**

Latinos are 43.5 % of the people in Long Beach. Non-profit organizations serving Latinos are vital to the health and wellness of the community. Investing in their effectiveness and infrastructure is critical to the long-term wellbeing of the state.

Less than 1.1% of all US philanthropic dollars are invested in Latino-based non-profits. Latino non-profits need more vigorous advocates due to philanthropic inequity.

The Latino community has the intellectual and creative capital to drive social change. What they need is funding and mentorship to help effectively communicate their bold vision for change.

Because of historical and systematic racism and exclusion, our Latinx leaders in the sector are often full of self-doubt and work in isolation from other leaders. By establishing a peer-to-peer learning community for a cadre of Latino non-profit leaders, Centro CHA is dedicated to building a collective whole rising on confidence, human capital, and connectedness.

Centro CHA is the largest premier Latino-led Latinx serving Non-Profit agency in Long Beach; CHA has a valued service record of community outreach, contributing extensively to community capacity-building services. CHA has served as a local leader and convener, supporting growth and development in other local small non-profits through direct mentorship in capacity building such as grant applications, accessing capital, community outreach, and program development. Additionally, CHA has worked with the city of Long Beach, building contacts and providing funding to the city through various initiatives bringing down millions in grants and capital.

As the largest premier Latinx serving community-centered non-profit, its mission is to increase the quality source of programs and services dedicated to improving the social and economic development of low-income youth and families in Long Beach and the greater area. With over 30 years of services in the Long Beach community, CHA strives to increase opportunities and improve the lives of socially economically disadvantaged Latinx youth and families through advocacy, workforce development services, youth & family services, reentry and diversion services for youth and young adults, Violence prevention, reduction and alternatives to gang activities and incarceration, youth and young adult mentorship, immigrant integration, and undocumented legal services, civic engagement, social justice, cultural arts, health, and wellness education, and most recently COVID 19 relief services such as outreach, education, vaccination, testing, relief services, and financial assistance.

The City of Long Beach and the DHHS are currently seeking to promote and outreach to Latino Led and serving community-based organizations by assisting in development through capacity-building training. Centro CHA has 20 years of extensive experience with local community partnerships and collaboration, providing technical assistance and community development, funding, and engagement strategies to support recruitment efforts.

**Scope of Work:**

Centro CHA's Non-profit team will assist the DHHS to outreach to at least ten local organizations for capacity building and training and ensure that a representative from each non-profit support attends at least one capacity building training. Centro CHA's team will use various outreach methods to target at least ten organizations, including direct phone calls, emails, and flyer distribution on social media,

Facebook, and their website. The team will monitor the program participant's engagement by following up using direct means such as emails, phone calls, letters, and online reminders, ensuring that each organization attends at least one capacity-building training and at least ten people attend each training.

Centro CHA's executive director Jessica Quintana will leverage her community experience and reputation to identify and register at least ten organizations into the program. Each organization will be responsible for having a representative attend at least one capacity-building training based on the organization's identified development needs and ensure that a total of 10 people will be enrolled for training sessions. The community engagement and outreach will be provided in English and Spanish to accommodate the non-profit's language needs.

CHA's team is prepared to help if needed in providing the DHHS survey mentioned to assess the non-profit's capacity-building needs. After identifying the ten organizations, CHA will use its community experience to share and promote the value and benefits of capacity-building training while maintaining relationships. Our team will build its relationship with these organizations through continuous engagement, reminding organizations to register for training by designated deadlines, and assisting non-profit organizations with registration. The team's Consultant will ensure that registered organizations attend the first capacity-building training and any additional. Working closely with the non-profit organization, we will confirm that each organization registers for this capacity-building training and technical assistance. The outreach will be provided in both English and Spanish, as needed.

The team will perform outreach to ensure that at least one organization's representative attends capacity-building training and technical assistance workshops. The program participants will be informed that each Non-profit organization will receive \$100 for every capacity-building training completed and be compensated up to \$300 maximum per organization. The capacity building training they will be enrolled in is designated by the DHHS and may include any of the following:

- Fund development, including navigating the City of Long Beach's procurement portal and contracting process
- Grant proposal development
- Infrastructure development
- Effectively using social media to expand community outreach
- Non-Profit Sustainably
- And other program support.

**Budget:**

Jessica Quintana, the Executive Director, will identify and engage the ten small non-profit organizations which need capacity-building training to support their organization's development. She will assist these organizations with signing up for the capacity-building training, help them with improving their leadership skills and grants development. Centro CHA will allocate a total of \$3,500 for the Executive Director's time on the project.

Centro CHA team will engage with the organizations to ensure that a representative from each organization attends a workshop based on their needs in capacity building. The Consultant will be responsible for managing the relationships with the ten organizations and following up with enrollment into capacity building training. Centro CHA will allocate a total of \$3,700 for the Consultant's time on the project.

A total of \$800 is allocated for Centro CHA's operational costs associated with the program. These costs include rent, accounting, insurance, and phone and internet. These are all necessary costs for the success and completion of the program.

# EXHIBIT “B”

Rates/Charges

RFQ HE18-099 PART II PROJECT BUDGET		
<b>STAFF</b>		
Jessica Quintana, Executive Director	\$	2,444.00
Fringe Benefits	\$	1,056.00
<b>Sub-Total</b>	<b>\$</b>	<b>3,500.00</b>
<b>OTHER COSTS</b>		
Agency Consultant- CBO Engagment, CBO Relationship Development, and Program Follow-up	\$	3,700.00
Operational Costs - 10%	\$	800.00
<b>Sub-Total</b>	<b>\$</b>	<b>4,500.00</b>
<b>Total</b>	<b>\$</b>	<b>8,000.00</b>

# EXHIBIT “C”

City’s Representative(s):

Andrea Lee, Fund Development Specialist

Office: 562.570.4124

Andrea.Lee@longbeach.gov

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee(s):

Jessica Quintana

Centro CHA Executive Director

Office: 562.612.4180

Jessica@centrocha.org

AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of September 8, 2021, 2021, 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 CENTRO C.H.A., INC, a California nonprofit organization ("Contractor"), with a place of business at 1633 Long Beach Blvd., Long Beach, Ca 90813, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with outreach to at least ten local organizations for capacity building and training and ensure that a representative from each non-profit support attends at least one capacity building training ("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. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly

1 described in Exhibit "A", attached to this Agreement and incorporated by this  
2 reference, in accordance with the standards of the profession, and City shall pay for  
3 these services in the manner described below, not to exceed Eight Thousand One  
4 Hundred Dollars (\$8,000), at the rates or charges shown in Exhibit "B".

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

18 C. Contractor represents that Contractor has obtained all  
19 necessary information on conditions and circumstances that may affect its  
20 performance and has conducted site visits, if necessary.

21 D. By executing this Agreement, Contractor warrants that  
22 Contractor (a) has thoroughly investigated and considered the scope of services to  
23 be performed, (b) has carefully considered how the services should be performed,  
24 and (c) fully understands the facilities, difficulties and restrictions attending  
25 performance of the services under this Agreement. If the services involve work upon  
26 any site, Contractor warrants that Contractor has or will investigate the site and is  
27 or will be fully acquainted with the conditions there existing, prior to commencement  
28 of services set forth in this Agreement. Should Contractor discover any latent or

1 unknown conditions that will materially affect the performance of the services set  
2 forth in this Agreement, Contractor must immediately inform the City of that fact and  
3 may not proceed except at Contractor's risk until written instructions are received  
4 from the City.

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

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

14 2. TERM. The term of this Agreement shall commence at midnight on  
15 August 1, 2021, and shall terminate at 11:59 p.m. on December 31, 2021, unless sooner  
16 terminated as provided in this Agreement, or unless the services or the Project is  
17 completed sooner.

18 3. COORDINATION AND ORGANIZATION.

19 A. Contractor shall coordinate its performance with City's  
20 representative, if any, named in Exhibit "C", attached to this Agreement and  
21 incorporated by this reference. Contractor shall advise and inform City's  
22 representative of the work in progress on the Project in sufficient detail so as to  
23 assist City's representative in making presentations and in holding meetings on the  
24 Project. City shall furnish to Contractor information or materials, if any, described in  
25 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
26 perform any other tasks described in the Exhibit.

27 B. The parties acknowledge that a substantial inducement to City  
28 for entering this Agreement was and is the reputation and skill of Contractor's key

1 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
2 reference. City shall have the right to approve any person proposed by Contractor  
3 to replace that key employee.

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

16 5. INSURANCE.

17 A. As a condition precedent to the effectiveness of this  
18 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
19 duration of this Agreement, from insurance companies that are admitted to write  
20 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
21 Company or from authorized non-admitted insurance companies subject to Section  
22 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
23 by A.M. Best Company, the following insurance:

24 (a) Commercial general liability insurance (equivalent in scope to  
25 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
26 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
27 coverage shall include but not be limited to broad form contractual liability,  
28 cross liability, independent contractors liability, and products and completed

1 operations liability. City, its boards and commissions, and their officials,  
2 employees and agents shall be named as additional insureds by  
3 endorsement (on City's endorsement form or on an endorsement equivalent  
4 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
5 shall contain no special limitations on the scope of protection given to City,  
6 its boards and commissions, and their officials, employees and agents. This  
7 policy shall be endorsed to state that the insurer waives its right of  
8 subrogation against City, its boards and commissions, and their officials,  
9 employees and agents.

10 (b) Workers' Compensation insurance as required by the California  
11 Labor Code and employer's liability insurance in an amount not less than  
12 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
13 its right of subrogation against City, its boards and commissions, and their  
14 officials, employees and agents.

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

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

20 B. Any self-insurance program, self-insured retention, or  
21 deductible must be separately approved in writing by City's Risk Manager or  
22 designee and shall protect City, its officials, employees and agents in the same  
23 manner and to the same extent as they would have been protected had the policy  
24 or policies not contained retention or deductible provisions.

25 C. Each insurance policy shall be endorsed to state that coverage  
26 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
27 written notice to City, shall be primary and not contributing to any other insurance  
28 or self-insurance maintained by City, and shall be endorsed to state that coverage

1 maintained by City shall be excess to and shall not contribute to insurance or self-  
2 insurance maintained by Contractor. Contractor shall notify City in writing within five  
3 (5) days after any insurance has been voided by the insurer or cancelled by the  
4 insured.

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

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

15 F. Prior to the start of performance, Contractor shall deliver to City  
16 certificates of insurance and the endorsements for approval as to sufficiency and  
17 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
18 insurance, furnish to City certificates of insurance and endorsements evidencing  
19 renewal of the insurance. City reserves the right to require complete certified copies  
20 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
21 time. Contractor shall make available to City's Risk Manager or designee all books,  
22 records and other information relating to this insurance, during normal business  
23 hours.

24 G. Any modification or waiver of these insurance requirements  
25 shall only be made with the approval of City's Risk Manager or designee. Not more  
26 frequently than once a year, City's Risk Manager or designee may require that  
27 Contractor, Contractor's sub-Contractors and contractors change the amount,  
28 scope or types of coverages required in this Section if, in his or her sole opinion, the

1 amount, scope or types of coverages are not adequate.

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

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

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

26 8. MATERIALS. Contractor shall furnish all labor and supervision,  
27 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
28 necessary to or used in the performance of Contractor's obligations under this Agreement,

1 except as stated in Exhibit "D".

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

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

23           11.    CONFIDENTIALITY. Contractor shall keep all Data confidential and  
24 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
25 performing its services, during the term of this Agreement and for five (5) years following  
26 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
27 all information, whether written, oral or visual, obtained by any means whatsoever in the  
28 course of performing its services for the same period of time. Contractor shall not disclose

any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit of others except for the purpose of this Agreement.

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

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

14. RETENTION OF FUNDS. Contractor authorizes the City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement. In the event

1 that any claim is made by a third party, the amount or validity of which is disputed by  
2 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
3 City may withhold from any payment due, without liability for interest because of the  
4 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
5 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
6 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

24 17. PREVAILING WAGES.

25 A. Consultant agrees that all public work (as defined in California  
26 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
27 Work"), if any, shall comply with the requirements of California Labor Code sections  
28 1770 *et seq.* City makes no representation or statement that the Project, or any

1 portion thereof, is or is not a "public work" as defined in California Labor Code  
2 section 1720.

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

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

17 19. INDEMNITY.

18 A. Consultant shall indemnify, protect and hold harmless City, its  
19 Boards, Commissions, and their officials, employees and agents ("Indemnified  
20 Parties"), from and against any and all liability, claims, demands, damage, loss,  
21 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
22 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
23 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
24 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
25 any of its obligations contained in this Agreement, including all applicable federal  
26 and state labor requirements including, without limitation, the requirements of  
27 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
28 omissions or misrepresentations committed by Consultant, its officers, employees,

1 agents, subcontractors, or anyone under Consultant's control, in the performance  
2 of work or services under this Agreement (collectively "Claims" or individually  
3 "Claim").

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

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

18 D. The provisions of this Section shall survive the expiration or  
19 termination of this Agreement.

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

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

1                   22.    NONDISCRIMINATION.

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

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

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

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

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

26                  C.     If the Consultant fails to comply with the EBO, the City may  
27                  cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
28                  to become due under the Agreement may be retained by the City. The City may

1 also pursue any and all other remedies at law or in equity for any breach.

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

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

10 24. NOTICES. Any notice or approval required by this Agreement shall  
11 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
12 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
13 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
14 to the City Clerk at the same address. Notice of change of address shall be given in the  
15 same manner as stated for other notices. Notice shall be deemed given on the date  
16 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

1 Agreement.

2 27. CONTINUATION. Termination or expiration of this Agreement shall  
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
4 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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

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

3  
4 September 9th, 2021

CENTRO C.H.A., INC, a California  
nonprofit organization

By   
Name Jessica Quintana  
Title Executive Director

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September 20, 2021

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

By   
City Manager

"City" EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

This Agreement is approved as to form on September 13, 2021.

CHARLES PARKIN, City Attorney

By   
Deputy

# EXHIBIT “A”

## Scope of Work



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

The City of Long Beach (CLB) 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 CLB Program Staff*

Project Name: Latinx Community Outreach for Capacity Building Trainings

The City of Long Beach Department of Health and Human Services (DHHS) is seeking a community based organization (CBO) to promote, outreach and register up to 10 startup and small non-profit organizations (no more than \$500,000 annual budget) needing capacity building trainings to support their organization's development. The CBO will use personalized approaches such as phone calls or text messages or localize media outlets to share the benefits of the trainings and assist organizations with registering for capacity building training, if needed. The messaging and materials will need to be in multiple languages to ensure diverse communities are aware of this opportunity and register for the capacity building and technical assistance opportunity. The CBO will work with DHHS to administer a survey that assesses nonprofit's capacity building needs. Some possible areas for capacity building may include learning about the city's procurement process, grant development and nonprofit Board development among other areas as identified through a needs assessment survey. This initiative is funded through the City's Racial Reconciliation funds, so it is critical that the CBO connect with nonprofit organizations with expertise serving Black Indigenous People of Color communities that are disproportionately impacted by systems that have perpetuated structural barriers and inequities. Nonprofit sectors to be engaged in capacity building efforts may include reentry, youth services, gang prevention/intervention, community and family violence prevention, etc.

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 12:00pm on 8/25/2021:

- ☐ 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 Andrea Lee at andrea.lee@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.

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

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



## 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.

**Background and Qualifications:**

Latinos are 43.5 % of the people in Long Beach. Non-profit organizations serving Latinos are vital to the health and wellness of the community. Investing in their effectiveness and infrastructure is critical to the long-term wellbeing of the state.

Less than 1.1% of all US philanthropic dollars are invested in Latino-based non-profits. Latino non-profits need more vigorous advocates due to philanthropic inequity.

The Latino community has the intellectual and creative capital to drive social change. What they need is funding and mentorship to help effectively communicate their bold vision for change.

Because of historical and systematic racism and exclusion, our Latinx leaders in the sector are often full of self-doubt and work in isolation from other leaders. By establishing a peer-to-peer learning community for a cadre of Latino non-profit leaders, Centro CHA is dedicated to building a collective whole rising on confidence, human capital, and connectedness.

Centro CHA is the largest premier Latino-led Latinx serving Non-Profit agency in Long Beach; CHA has a valued service record of community outreach, contributing extensively to community capacity-building services. CHA has served as a local leader and convener, supporting growth and development in other local small non-profits through direct mentorship in capacity building such as grant applications, accessing capital, community outreach, and program development. Additionally, CHA has worked with the city of Long Beach, building contacts and providing funding to the city through various initiatives bringing down millions in grants and capital.

As the largest premier Latinx serving community-centered non-profit, its mission is to increase the quality source of programs and services dedicated to improving the social and economic development of low-income youth and families in Long Beach and the greater area. With over 30 years of services in the Long Beach community, CHA strives to increase opportunities and improve the lives of socially economically disadvantaged Latinx youth and families through advocacy, workforce development services, youth & family services, reentry and diversion services for youth and young adults, Violence prevention, reduction and alternatives to gang activities and incarceration, youth and young adult mentorship, immigrant integration, and undocumented legal services, civic engagement, social justice, cultural arts, health, and wellness education, and most recently COVID 19 relief services such as outreach, education, vaccination, testing, relief services, and financial assistance.

The City of Long Beach and the DHHS are currently seeking to promote and outreach to Latino Led and serving community-based organizations by assisting in development through capacity-building training. Centro CHA has 20 years of extensive experience with local community partnerships and collaboration, providing technical assistance and community development, funding, and engagement strategies to support recruitment efforts.

**Scope of Work:**

Centro CHA's Non-profit team will assist the DHHS to outreach to at least ten local organizations for capacity building and training and ensure that a representative from each non-profit support attends at least one capacity building training. Centro CHA's team will use various outreach methods to target at least ten organizations, including direct phone calls, emails, and flyer distribution on social media,

Facebook, and their website. The team will monitor the program participant's engagement by following up using direct means such as emails, phone calls, letters, and online reminders, ensuring that each organization attends at least one capacity-building training and at least ten people attend each training.

Centro CHA's executive director Jessica Quintana will leverage her community experience and reputation to identify and register at least ten organizations into the program. Each organization will be responsible for having a representative attend at least one capacity-building training based on the organization's identified development needs and ensure that a total of 10 people will be enrolled for training sessions. The community engagement and outreach will be provided in English and Spanish to accommodate the non-profit's language needs.

CHA's team is prepared to help if needed in providing the DHHS survey mentioned to assess the non-profit's capacity-building needs. After identifying the ten organizations, CHA will use its community experience to share and promote the value and benefits of capacity-building training while maintaining relationships. Our team will build its relationship with these organizations through continuous engagement, reminding organizations to register for training by designated deadlines, and assisting non-profit organizations with registration. The team's Consultant will ensure that registered organizations attend the first capacity-building training and any additional. Working closely with the non-profit organization, we will confirm that each organization registers for this capacity-building training and technical assistance. The outreach will be provided in both English and Spanish, as needed.

The team will perform outreach to ensure that at least one organization's representative attends capacity-building training and technical assistance workshops. The program participants will be informed that each Non-profit organization will receive \$100 for every capacity-building training completed and be compensated up to \$300 maximum per organization. The capacity building training they will be enrolled in is designated by the DHHS and may include any of the following:

- Fund development, including navigating the City of Long Beach's procurement portal and contracting process
- Grant proposal development
- Infrastructure development
- Effectively using social media to expand community outreach
- Non-Profit Sustainably
- And other program support.

**Budget:**

Jessica Quintana, the Executive Director, will identify and engage the ten small non-profit organizations which need capacity-building training to support their organization's development. She will assist these organizations with signing up for the capacity-building training, help them with improving their leadership skills and grants development. Centro CHA will allocate a total of \$3,500 for the Executive Director's time on the project.

Centro CHA team will engage with the organizations to ensure that a representative from each organization attends a workshop based on their needs in capacity building. The Consultant will be responsible for managing the relationships with the ten organizations and following up with enrollment into capacity building training. Centro CHA will allocate a total of \$3,700 for the Consultant's time on the project.

A total of \$800 is allocated for Centro CHA's operational costs associated with the program. These costs include rent, accounting, insurance, and phone and internet. These are all necessary costs for the success and completion of the program.

# EXHIBIT “B”

Rates/Charges

RFQ HE18-099 PART II PROJECT BUDGET		
<b>STAFF</b>		
Jessica Quintana, Executive Director	\$	2,444.00
Fringe Benefits	\$	1,056.00
<b>Sub-Total</b>	<b>\$</b>	<b>3,500.00</b>
<b>OTHER COSTS</b>		
Agency Consultant- CBO Engagment, CBO Relationship Development, and Program Follow-up	\$	3,700.00
Operational Costs - 10%	\$	800.00
<b>Sub-Total</b>	<b>\$</b>	<b>4,500.00</b>
<b>Total</b>	<b>\$</b>	<b>8,000.00</b>

# EXHIBIT “C”

City’s Representative(s):

Andrea Lee, Fund Development Specialist

Office: 562.570.4124

Andrea.Lee@longbeach.gov

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee(s):

Jessica Quintana

Centro CHA Executive Director

Office: 562.612.4180

Jessica@centrocha.org