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

<u>AGREEMENT</u>

THIS AGREEMENT is made and entered, in duplicate, as of September 23, 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 KRISTOPHER L. MCLUCAS, a sole proprietorship ("Contractor"), with a place of business at 14230 Point Reyes St., Fontana, California 92336, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with a local service agency willing to serve the reentry population. The contracted agency will subcontract with Long based on organizations to 1) provide Cognitive Behavioral Therapy (CBT) and alternative mental health services for individuals impacted by the justice system and to 2) cultivate and establish a reentry agency advisory group in Long Beach ("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:

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SCOPE OF WORK OR SERVICES. 1.

- Contractor shall furnish specialized services more particularly Α. described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000) for the term of this Agreement, at the rates or charges shown in Exhibit "B".
- City shall pay Contractor in due course of payments following B. receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Contractor during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.
- Contractor represents that Contractor has obtained all C. necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.
- By executing this Agreement, Contractor warrants that D. Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon

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any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.

- E. Contractor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.
- F. CAUTION: Contractor shall not begin work until this Agreement has been signed by both parties and until Contractor's evidence of insurance has been delivered to and approved by City.
- TERM. The term of this Agreement shall commence at midnight on 2. November 1, 2021, and shall terminate at 11:59 p.m. on September 30, 2022, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The City shall have the option to extend the term for one (1) additional one-year period, at the discretion of the City Manager. This Agreement shall not be extended past May 21, 2024 without authorization of the City Council.

3. COORDINATION AND ORGANIZATION.

Contractor shall coordinate its performance with City's representative, if any, named in Exhibit "C", attached to this Agreement and incorporated by this reference. Contractor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the

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Project. City shall furnish to Contractor information or materials, if any, described in Exhibit "D", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

- B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Contractor's key employee, named in Exhibit "E" attached to this Agreement and incorporated by this reference. City shall have the right to approve any person proposed by Contractor to replace that key employee.
- 4. INDEPENDENT CONTRACTOR. In performing its services, Contractor is and shall act as an independent contractor and not an employee, representative or agent of City. Contractor shall have control of Contractor's work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Contractor acts in accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Contractor expressly warrants that neither Contractor nor any of Contractor's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

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

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- (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability. cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
- (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
- (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
- (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.
- self-insurance program, self-insured retention, B. deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy

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or policies not contained retention or deductible provisions.

- C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or selfinsurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
- D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted. continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.
- E. Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.
- F. Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

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

- The procuring or existence of insurance shall not be construed Η. or deemed as a limitation on liability relating to Contractor's performance or as full performance of or compliance with the indemnification provisions of this Agreement.
- 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Contractor and Contractor's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Contractor and Contractor's Contractor shall not assign its rights or delegate its duties under this employees. Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Contractor may with the prior approval of the City Manager of City, assign any moneys due or to become due Contractor under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Contractor shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved sub-Contractor or contractor without approval prior to the substitution. Subcontractors approved by the City to perform work under this Agreement are attached hereto as Exhibit "F" and incorporated by this reference. Nothing stated in this Section shall prevent Contractor from employing as many employees as Contractor deems necessary for performance of this Agreement.
- CONFLICT OF INTEREST. Contractor, by executing this Agreement, 7. certifies that, at the time Contractor executes this Agreement and for its duration, Contractor does not and will not perform services for any other client which would create a

- 8. <u>MATERIALS</u>. Contractor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Contractor's obligations under this Agreement, except as stated in Exhibit "D".
- 9. OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Contractor or furnished to Contractor in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Contractor. Copies of Data may be retained by Contractor but Contractor warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years.
- Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Contractor for services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Contractor shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Contractor acknowledges and agrees that City's obligation to make final payment is conditioned on Contractor's delivery of the Data to City.

- 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.
- 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.

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

- 15. <u>AMENDMENT</u>. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.
- of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions. Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full

force and effect.

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17. PREVAILING WAGES.

- A. Consultant agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.
- B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."
- 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

19. INDEMNITY.

Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees,

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

- In addition to Consultant's duty to indemnify, Consultant shall B. have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.
- If a court of competent jurisdiction determines that a Claim was C. caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- The provisions of this Section shall survive the expiration or D. termination of this Agreement.
- If any party fails to perform its obligations FORCE MAJEURE. 20. because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions,

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

21. AMBIGUITY. In the event of any conflict or ambiguity between this 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. <u>EQUAL BENEFITS ORDINANCE</u>. 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

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

- The failure of the Consultant to comply with the EBO will be B. deemed to be a material breach of the Agreement by the City.
- If the Consultant fails to comply with the EBO, the City may C. 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 also pursue any and all other remedies at law or in equity for any breach.
- Failure to comply with the EBO may be used as evidence D. against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.
- If the City determines that the Consultant has set up or used its E. contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.
- NOTICES. Any notice or approval required by this Agreement shall 24. be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.
- COVENANT AGAINST CONTINGENT FEES. Contractor warrants 25. that Contractor has not employed or retained any entity or person to solicit or obtain this Agreement and that Contractor has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Contractor breaches this warranty, City shall have the right to terminate this Agreement immediately

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

- 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 right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- CONTINUATION. Termination or expiration of this Agreement shall 27. not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 18, 21 and 28 prior to termination or expiration of this Agreement.
- TAX REPORTING. As required by federal and state law, City is 28. obligated to and will report the payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN), or Contractor's Social Security Number if Contractor does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Contractor acknowledges and agrees that City has no obligation to pay Contractor until Contractor provides one of these numbers.
- ADVERTISING. Contractor shall not use the name of City, its officials 29. or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.
- AUDIT. City shall have the right at all reasonable times during the 30. term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.
- THIRD PARTY BENEFICIARY. This Agreement is not intended or 31. designed to or entered for the purpose of creating any benefit or right for any person or

1 entity of any kind that is not a party to this Agreement. 2 IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above. 3 4 KRISTOPHER L. MCLUCAS, a sole proprietorship 5 October 4th, , 2021 6 7 Title Owner 8 2021 By Name____ 9 Title____ 10 "Contractor" 11 CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4511 CITY OF LONG BEACH, a municipal 12 corporation October 8 , 2021 13 14 EXECUTED PURSUANT TO SECTION 301 OF 15 "Citv" THE CITY CHARTER. 16 This Agreement is approved as to form on October 4 17 CHARLES PARKIN, City Attorney 18 19 20 21 22 23 24 25 26 27 28

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, 2021.

TMA:ag A21-04696 01318538.DOCX

EXHIBIT "A"

Scope of Work



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

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

SCOPE OF WORK To Be Completed by COLB Progr	am Staff
Project Name: Reentry agency coalition & mental he	ealth services for reentry population in Long Beach
The City of Long Beach seeks to contract with a local The contracted agency will subcontract with Long Be Behavioral Therapy (CBT) and alternative mental hea system and to 2) cultivate and establish a reentry age	Ith services for individuals impacted by the justice
City of Long Beach. This will include providing menta as well as alternative healing modalities (such as hea agency will need to subcontract with at least one (1) prioritizes serving justice impacted individuals. The least over the 9-month performance period. The leight (8) one-on-one talk therapy sessions to each clients.	culturally affirming, community-based provider that ead agency will be required to serve a minimum of forty he lead agency will be required to provide a minimum of ient. In addition, the lead agency will be required to stive healing modalities (such as healing circles or art
Is an interview or oral presentation needed? YE	Tentative Date:
If a section(s) below is checked, the applicant m following pages, and upload the entire docume 9/15/21 :	nust complete the corresponding section(s) on the nt to PlanetBids by <u>5:00pm</u> on
Relevant programmatic logic model(s) Scope of work, including description of expeand activities to measure impact Staff qualifications and availability	ected outcomes, goals, objectives, process outputs,
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 ana.lopez@longbeach.gov	contact Ana Lopez at



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

Daniel Complete And Annual Complete Annual Com	cant (3 pages max)
PART (A) - NARRATIVE To Be Completed by Apple	
Relevant programmatic logic model(s). Uploa	ad separate document, il needed.
Scope of work, including description of goals	s, expected outcomes, objectives, process outputs,
and activities to measure impact. Upload so	eparate 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 Applica	nt (2 pages max)
Rate sheet from Part I of the RFQ	
✓ Proposed budget and budget narrative. Ple	ease attach budget separately, if needed.

Per the City of Long Beach Request for Quotes for reentry service network development, I submit the following proposal. The proposal is centered on the principles of restorative justice, trauma-informed healing practices and the delivery of behavioral health services in a safe and culturally affirming manner. The proposal includes several independent consultants who are both licensed clinicians and knowledgeable in alternative healing modality that will create opportunities for reentry program participants to express themselves and obtain soft-skill development through modalities that are relatable to system impacted persons. This project will also subcontract to California State University Long Beach or a local reentry agency for the development of a formal Long Beach Reentry System Network..

The overarching goals of the proposal are to:

- 1) Provide mental health and healing circles direct services to reentry population in Long Beach ,and
- 2) Establish the Long Beach Reentry Network Advisory to help inform the development of a trauma-informed work plan.
- 3) Implement early actions from the Long Beach Reentry Network work plan leading to the formation strong reentry service delivery model for the City of Long Beach providers

Objectives	Activities and Subtasks	Staff Assignment	Timeline	Deliverables
Include who, what, when, where, how and how much for each objective.	Indicate the activities and subtasks leading to the fulfillment of the objective. Include benchmarks or milestones in chronological order. Include the appropriate quantity or frequency of the associated activities or subtasks.	Indicate staff, consultants or subcontractors responsible for the respective activity or subtask.	Indicate start and end period.	Indicate Date Due.
Serve a minimum of 40 clients (i.e. formerly incarcerated) in (English and/or Spanish speaking) per year in Expressive Arts Groups. Note: The clients will not be re enrolled into the group after their participation.	 Conduct (4) 8 week Expressive Arts groups (Healing Circles) over a 9 month period focused on identifying and implementing strategies to increase the use of: positive coping strategies(e.g. mindfulness, self-regulation, etc) conflict resolution skills in personal and professional context. continual self-care strategies. Measure participant progress for each client through an evaluative tool (e.g. pre/post measure). 	Consultant team; Wayne Bennett, Lead Facilitation Consultant, Michael Jelks, Facilitation Consultant	November 1st, 2021-September 30th, 2022	September 30th, 2022

Provide self-care activities sessions to Long Beach City Staff working with the Re-Entry Population	 Conduct monthly (1x) self-care activities for Long Beach City staff over a 9 month period to increase focus on: Staff retention Prevention of burnout Coping Strategies while working with at-risk populations. 	Consultant team, Wayne Bennett, Lead Facilitation Consultant	November 1st, 2021- September 30th 2022	September 30th, 2022 September 30th, 2022
Provide culturally and trauma informed individual therapy (e.g. Cognitive Behavioral therapy) to 40 clients over the 9 month performance period	 Complete a biopsychosocial assessment per each client (minimum 40) enrolled into the program Conduct (8) one to one therapy sessions per client (total 40 clients) virtually and/or inperson within SPA 8 (Long Beach). Complete appropriate clinical documentation Utilize evaluative tools for each client (minimum 40) to measure progress in the program. 	Consultant team, Kristopher McLucas, LCSW Roberto Nunez, LCSW, Resilience Within Enterprises, Michelle Zaragoza, LCSW	November 1st, 2021-September 30th, 2022	

ad	stablish a re-entry lvisory group in Long each	 Identify key stakeholders including by not limited to community members with lived experience, community providers, faith-based leaders, researchers/academics leaders, etc to participate in the advisory group. Provide stipends (\$50 gift card monthly stipends) for up to 10 community members to conduct monthly outreach and engagement of reentry community members and reaching out to key stakeholders (\$4,500). Facilitate a monthly advisory council and build from the Reconciliation framework to identify key objectives for re-entry inclusive service network in Long Beach. Review existing policies, practices and procedures city wide (or lack thereof) of partners to identify the barriers faced by re- 	Consultant team Dr. Argelis A. Ortiz California State University, Long Beach, Project Rebound (or designee), Advisory Group Project Coordinator CSULB, Rising Scholar appointee by Faculty Advisor	November 1st, 2021-September 30th, 2022 "Reentry Summit 2022" held by August 2022	September 30th, 2022
		entry community members Develop work plan with key strategic partners to informed the development of an inclusive reentry service network. Plan, coordinate and execute a community convening, "Reentry Services Summit 2022" focused on identifying needs and best practice interventions for the reentry community. The "Reentry Services Summit" to invite Long Beach service providers and Community Members (Reentry Community) to a 1-day conference to share lessons learned of this project & identify further gaps in service provisions that can best support the reentry community in Long Beach (i.e. building a Comprehensive One Stop Service Center for re-entry Population in Long Beach)			

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	0	The summit will include a re-entry participant track and service provider conference track		
		conference track		
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Statement of Qualifications

In the proposed grant, Kristopher McLucas, and his team will lead the three areas: 1) Serve a minimum of 40 clients in the re-entry population (English and/or Spanish speaking) per year in an expressive arts group; 2) Provide culturally and trauma informed individual therapy to forty(40) clients over the 9 month performance period; 3) Establish a re-entry advisory group in Long Beach. Each of these activities will be co-led by a diverse team with an extensive history of providing individual therapy, facilitating groups, and developing/evaluating programs focused on justice involved communities. Included below are the consultant team leads professional qualifications:

Kristopher L. McLucas, LCSW

Kristopher McLucas, LCSW has been a practicing Social Worker for the past 13 years. He has worked in a variety of clinical and administrative capacities in the greater South Los Angeles and Long Beach communities. Kristopher McLucas has led several consulting projects with Friends Outside in Los Angeles County (FOLA), Southern California Crossroads, and the City of Long Beach Department of Health and Human Services. Kristopher McLucas was the lead consultant on FOLA's First 5 LA grant through which DHHS grantees engaged in policy work with formerly incarcerated fathers. Kristopher currently provides ongoing consultation and supervision with Southern California Crossroads to a team that works with trauma-impacted (e.g. survivors of gun violence, sexual assault, domestic violence, etc.) community members. Kristopher has also facilitated trauma informed training to enhance their staff's capacity to work effectively with survivors of trauma. Additionally, Kristopher previously worked as an Adjunct Professor at the Smith College, School for Social Work in Northampton, Massachusetts.

Wavne Bennett, BS

Wayne Bennett is an experienced Behavioral Health Specialist with over 10 years of experience providing behavior modification techniques (i.e. expressive arts, drumming, yoga, conflict resolution, etc) and advocacy to diverse at-risk justice involved communities in Los Angeles County. Wayne is committed to learning new skills sets to enhance his ability to serve his clients, as he will be obtaining a Certification as a Health and Wellness Coach (September 2021) and Mindful Meditation Teacher (December 2021). Wayne's diverse background in expressive arts as a musician, actor, and dancer heavily influences his practice, and increases his awareness of interpersonal relationships and facilitation practices. Moreover, Wayne has created and implemented training to community providers on: Trauma Informed Care practices, Critical Race Theory Components, and culturally informed behavior modification techniques. Wayne has also supervised MSW interns on best practices in working with at-risk populations.

Additionally, Wayne has developed and implemented wellness programs for nonprofit staff to: reduce burnout and consequences of secondary traumatic stress; increase staff retention; and increase team cohesiveness, under the belief that in order to build and shape the community, we must first start with ourselves.

Dr. Argelis A. Ortiz

Dr. Ortiz is a bilingual (Spanish and English) compassionate executive that is passionate, and eager to develop leaders and non-profit organizations to maximize their own potential! He obtained his B.A. from San Jose State University, Master's in Social Work and Doctorate in Educational Leadership from the University of Southern California.

At silegra he directs and leads the coaching, training, and consulting projects in which he applies two decades of direct social work experience, five years of graduate teaching experience at California State University, Los Angeles and California State University, Dominguez Hills, and over ten years in organizational development, coalition building, direct management, and fiscal oversight.

Remberto "Rem" Nunez

Rem is a licensed clinician social worker (LCSW) who has been working in Southern California for close to 15 years. Rem has focused on providing trauma-informed care with various populations including individuals who are involved in the justice system, individuals with lived experience, as well as working to engage "hard to reach" populations. Rem employs elements of Evidence Based Practices in his clinical practice with proven results in increasing resiliency among those he serves.

Michelle Zaragoza, LCSW

Michelle is a committed social worker with experience providing comprehensive community mental health services to children, adolescents, adults, and families in Los Angeles County, with an emphasis in LGBTQ+ affirming, CBT, and strengths-based therapies. She has experience in promoting LGBTQ+ advocacy within organizations, completing community needs assessments, data/research analysis, and shares interest in community capacity building.

Michael Clay Jelks

Michael Jelks is bilingual (Spanish and English) and has 6 years of experience working with nonprofits who serve former foster youth, homeless adults, and the TAY population to better sustain themselves and maintain resources.

Michael is a musician, performer, and motivational speaker. Michael has worked with DCFS, Lynwood Correctional Center, United Friends of Children, A Sense of Home, Fathers & Families Coalition, Nehemiah Project, Epic Summit, and Compton Youth Leaders to share his talent and facilitate workshops, speaking engagements, and round table discussions. Michael has co created a workshop named Broken Silence centered around the importance of storytelling and healing from trauma. Michael seeks to help shape our communities by collaboration with other organizations, who want to aid those affected by the criminal justice system, the foster care system, homelessness and those affected by the inner city.

Millie Heur, MA

Millie has an extensive history working with local nonprofit organizations- Homeless Outreach Program Integrated Care Program(H.O.P.I.C.S), Special Services for Groups, Salvation Army, Veterans Yoga Project, providing Trauma Informed Yoga to diverse trauma impacted communities. Millie utilizes yoga to facilitate healing and empowerment for her clients and helps them integrate these practices into their daily experiences.

Budget and Budget Narrative

Personnel Cost: Individual Therapy and Group Facilitation-\$45,130

Mental Health Consultant(s): A team of licensed mental health consultants; Remberto Nunez, LCSW, Michelle Zaragoza, LCSW and Kristopher McLucas, LCSW will provide 8 one-hour individual therapy sessions for each participant enrolled in the program (40 clients). The following clinicians are trained in the following modalities (CBT, EMDR, etc.) and given the clients' need, may be available in-person and/or virtual. The total cost for each session will be billed at \$98/hr(A cost range is listed below to account for the therapists' range in professional certification. For example, an EMDR certified therapist will be paid at the higher range compared to a therapist without this training) for a total of 320 hours and total cost of \$31,360.

Lead Facilitation Consultant: The Lead Facilitation Consultant, Wayne Bennett, will co-facilitate the weekly healing art groups focused on coping skills, conflict resolution, and self-care strategies. Additionally, the lead consultant will develop the group curriculum and participate in needed administrative team meetings. This activity will be billed at \$50/hour for 130 hours. An additional 25 hours will be billed for curriculum development. The Lead Facilitation Consultant will also facilitate monthly self care, and culturally sensitive training to Long Beach City Staff working with the Re-entry and high impact populations. This activity will be billed at \$50/hour for 13.5 hours. The total amount for the lead facilitation costs is \$8,200.

Facilitation Consultant: The Facilitation Consultant, Michael Jelks, will co-facilitate the weekly healing arts group focused on coping skills, conflict resolution, and self-care strategies. This activity will be billed at \$40/hour at 4 hours per week (128 hours total time) for a total cost of \$5,120.

Yoga Instructor (Consultant): The yoga consultant, Millie Huer, will facilitate one module healing arts curriculum. The yoga consultant will facilitate one session per cohort at \$75/hour for 1.5 hours (\$112.50/per group). The yoga consultant will facilitate (4) sessions and the total cost is \$450 for the grant year.

Salary Line Item	Rate Per Hr.	Hours	Total
Mental Health Consultant (s) • Remberto Nunoez,			
LCSWMichelle Zaragoza,LCSW	\$80-98	320	\$31,360
Lead Facilitation Consultant • Wayne Bennett	\$50	155	\$7,750
Long Beach City Staff Self-Care • Lead Facilitation			
Consultant Wayne Bennett	\$50	13.5	\$675

Facilitation Consultant • Michael Jelks	\$40	128	\$5,120
Yoga Instructor (Consultant) - Millie Huer	\$75	6	\$ 450
Subtotal	Ψ, ο		\$45,355

Personnel Cost: Reentry Agency Advisory Group-\$24,380

Advisory Group Facilitator Consultant(s): The Advisory Group Facilitator Consultant(s), Dr. Argelis A. Ortiz and CSULB, designee will cofacilitate monthly coalition meetings 90-mins with Long Beach stakeholders included but not limited to community members with lived experience, community providers, faith-based leaders, research/academics and other leaders. In the event, Project Rebound is not accessible or has the capacity to be a co-Facilitator, another Long Beach based organization will be identified and selected to spearhead the advisory council. Dr. Ortiz will provide facilitation guidance, coalition building technical assistance to the Long Beach The Advisory Group Facilitators to utilize the Reconciliation framework. The Advisory Council will identify key objectives for re-entry focused inclusive services in Long Beach. The total cost for each session will be billed at \$80/hr for a total of 245.5 hours for a total cost of \$19,400

Advisory Group Project Coordinator: The Advisory Group Project Coordinator will partner with Project Rebound and Rising Scholars at CSU, Long Beach or local community-based reentry agency that will research and invite community providers and other stakeholders to the monthly convenings. Coalitions such as the Black Health Equity Coalition, Latinx Health Workgroup and other culturally affirming groups will be engaged to participate in the Advisory Council. This role will also assist in the coordination of the "Reentry Services Summit 2022." This activity will be billed at \$25/hour for 128 hours (~10 hrs per month) for a total cost of \$3,200.

Stipends for Community Members Outreach - Provide stipends (\$50 gift card) for up to 10 reentry community members to attend the monthly advisory council and for outreaching out to their network of key stakeholders This activity will be billed monthly \$50 x 10 participants x 9 months with for a total cost of \$4,500

Salary Line Item	Rate Per Hr.	Hours	Total
Advisory Group Facilitation Consultant(s) • Dr. Argelis A. Ortiz • CSULB, Project Rebound or local reentry organization	\$80	208.5	\$16,680
Advisory Group Project Coordinator	\$25	128	\$3,200

Stipends for Community Members Advisory Council Participants • For up to 10 reentry community	\$50 per Meeting	2 hrs	\$4,500
members Subtotal			\$24,380

Operating Expenses-\$17,990

Client Supplies - \$4,906.84

Costs for all supplies related to facilitating the groups include (but not limited to), yoga mats, paint, canvases, paintbrushes, drums, and other art supplies. The subtotal for these items are \$3,106.84. Additionally, this program will also offer workforce development incentives for successful completion. The incentives will include haircut gift cards (20 people x \$40=\$800), gift cards for professional attire (20 people x \$50 gift cards=\$1000). The subtotal for these items is \$1,800. The total cost is calculated at \$545.20/month x 9 months = \$4,906.84.

Client Group light refreshments: Cost to facilitate 4 cohorts with 10 participants in each cohort to provide refreshments during a healing circle to average a \$4.12 per person cost for up to 40 cohort attendees. \$164.67 /month x 9 months = \$1,482

"Reentry Services Summit 2022" - \$10,000 - 100 participants, average cost per participant \$100

Cost of all supplies (e.g. name tags, markers, printed handouts, estimated \$2,000), rental facility fees (i.e. Long Beach City College - waived if sponsoring the event), parking reimbursement (estimated, 125 people @ \$2 per day,-\$250, light lunch (estimated \$25 per person, estimated \$2,500), event specific give-a-ways materials (estimated \$800), speaker stipends (\$100 per speaker maximum 10 speakers, estimated \$1,000) for a one-day conference/summit in August 2022. Miscellaneous cost/expenses \$3,450 The "Reentry Services Summit" invites Long Beach service providers and Community Members (Reentry community) a minimum of 100 participants to share lessons learned from this project & identify further gaps in service provisions that can best support the reentry community in Long Beach.

Marketing Materials - \$1,000

Cost for marketing materials and supplies for the monthly Reentry Advisory Board conveinings for outreach and facilitation purposes.

Equipment- \$539.76

Bluetooth Speaker

The Bluetooth speaker (1) will be used to facilitate the music component of the healing arts curriculum. The total cost for the program is \$180

Zoom Accounts

The team will purchase two yearly subscriptions for Zoom account to facilitate any needed virtual meetings. The total yearly cost would be \$359.76

Operating Expenses Line Item	# of Participants	Average Cost per Participant	Total
Client Supplies	10 participants weekly, 9 months	\$13.63	\$4,906.84
Client Group light refreshments	4 cohorts of 10 participants	\$4.12	\$1,318.40
Reentry Services Summit 2022	Minimum of 100 participants	\$100	\$10,000
Marketing Materials			\$1,000
Equipment			\$539.76
Subtotal			\$17,990

Early Implementation- \$25,000

Upon the development of a Reentry Service Network Advisory Group and the identification of a clearly defined work plan, the City of Long Beach has designated \$25,000 for early implementation efforts. The early implementation efforts will be delineated in the agreed upon work plan developed jointly with the Advisory Group, City of Long Beach Community Impact Staff and project partners. The budget below has designated this amount for early implementation which will take place in the summer of 2022.

Administrative Cost-\$12,500.

Administrative Fee

This is the program administration cost to facilitate the implementation of the Bridge for Re-Entry Project. The total yearly cost at 10% of the program cost is \$12,500.

Summary: Total Program Cost	Annually
Personnel Cost: Individual Therapy and Group Facilitation	\$45,130
Personnel Cost: Reentry Agency Advisory Group	\$24,380
Operating Expenses	\$17,990
Early Implementation	\$25,000
Administrative Cost @ 10%	\$12,500
Total	\$125,000

EXHIBIT "B"

Rates/Charges

Budget and Budget Narrative

Personnel Cost: Individual Therapy and Group Facilitation-\$45,130

Mental Health Consultant(s): A team of licensed mental health consultants; Remberto Nunez, LCSW, Michelle Zaragoza, LCSW and Kristopher McLucas, LCSW will provide 8 one-hour individual therapy sessions for each participant enrolled in the program (40 clients). The following clinicians are trained in the following modalities (CBT, EMDR, etc.) and given the clients' need, may be available in-person and/or virtual. The total cost for each session will be billed at \$98/hr(A cost range is listed below to account for the therapists' range in professional certification. For example, an EMDR certified therapist will be paid at the higher range compared to a therapist without this training) for a total of 320 hours and total cost of \$31,360.

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Wayne Bennett			
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Advisory Group Project Coordinator: The Advisory Group Project Coordinator will partner with Project Rebound and Rising Scholars at CSU, Long Beach or local community-based reentry agency that will research and invite community providers and other stakeholders to the monthly convenings. Coalitions such as the Black Health Equity Coalition, Latinx Health Workgroup and other culturally affirming groups will be engaged to participate in the Advisory Council. This role will also assist in the coordination of the "Reentry Services Summit 2022." This activity will be billed at \$25/hour for 128 hours (~10 hrs per month) for a total cost of \$3,200.

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Operating Expenses-\$17,990 **Client Supplies - \$4,906.84**

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Operating Expenses	\$17,990
Early Implementation	\$25,000
Administrative Cost @ 10%	\$12,500
Total	\$125,000

EXHIBIT "C"

City's Representative(s):

Rode Cramer, Public Health Analyst Rode.cramer@longbeach.gov

EXHIBIT "D"

Materials/Information Furnished: None

EXHIBIT "E"

Consultant's Key Employee(s):

Kristopher L. McLucas

Office: 909.234.2731

klmclucas@gmail.com

EXHIBIT "F"

List of Approved Subcontractors

Remberto Nunez

Michelle Zaragoza

Wayne Bennett; Michael Jelks

Millie Huer

Dr. Argelis A. Ortiz

Project Rebound at CSU Long Beach

Rising Scholars at CSU Long Beach