

CONSULTANT AGREEMENT

32757

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2012, between the CITY OF LONG BEACH, a municipal corporation ("City"), and LONG BEACH COMMUNITY COLLEGE DISTRICT, a community college duly organized and existing under the laws of the State of California ("College").

RECITALS

A. City requires specialized services to be performed in connection with economic development and small business development projects (individually and collectively, a "Project").

B. City has ascertained that College and its employees are qualified, licensed, if so required, and experienced in performing such services.

C. City desires to have College perform these services.

THE PARTIES AGREE as follows:

1. **SCOPE OF WORK OR SERVICES**

A. The work performed by College will be through its staff of the California Small Business Development Center, Los Angeles Regional Network. College shall furnish specialized services more particularly set forth in Exhibit "A" attached to this Agreement in accordance with the standards of the profession, and City shall pay for these services as set forth in Exhibit "B" attached to this Agreement; however, such payments shall not exceed \$115,000 annually during the term of this Agreement. Any changes to Exhibit "A" and Exhibit "B" must be approved in writing by the City's Director of the Development Services Department, or designee (the "Director").

B. College shall provide at least 16 hours of service per week at 309 Pine Avenue; otherwise, College will work with City to determine the most

appropriate location for service delivery. Access to City documents, records, and the like, if needed by College, shall be available only during City's normal business hours.

C. City shall pay College quarterly following receipt from College, and approval by the Director, of invoices showing the services performed and the name of the Project. College shall certify on the invoices that College 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, with a breakdown sufficient to report clients served, jobs created/retained, and capital infusion within the geographic requirements of SDBG reporting. The progress report will also include a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by College during the next invoice cycle. College shall prepare and deliver to City an annual financial report in form and substance reasonably acceptable to City, showing in detail all expenditures made by College for the Projects undertaken pursuant to this Agreement in the previous twelve (12) month period.

2. TERM

The term of this Agreement shall commence on July 1, 2012, and shall terminate on June 30, 2013, unless sooner terminated as provided in this Agreement, or unless the services to be performed under this Agreement or the Project is completed sooner. City's City Manager may extend the term of this Agreement for two (2) additional one-year terms, subject to the continued availability of funds.

3. COORDINATION AND ORGANIZATION

College shall coordinate performance under this Agreement with City's representative and 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 for the exchange of information. For purposes of this Agreement, the City's representative is Alem Hagos.

4. INDEPENDENT CONTRACTOR

In performing services under this Agreement, College is and shall act as an independent contractor and not an employee, representative, or agent of City. College shall have control of College's work and the manner in which it is performed. College shall be free to contract for similar services to be performed for others during this Agreement. College acknowledges and agrees that a) City will not withhold taxes of any kind from College's compensation, b) City will not secure workers' compensation or pay unemployment insurance to, for or on College's behalf, and c) City will not provide and College is not entitled to any of the usual and customary rights, benefits or privileges of City employees. College expressly warrants that neither College nor any of College's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE

College shall procure and maintain at College's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A.M. Best Company the following insurance:

(a) Commercial general liability insurance or self-insurance equivalent in scope to ISO CG 00 01 11 85 naming the City of Long Beach, its boards, officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of or in any manner connected with College's operations or performance under this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.

(b) Professional Liability or Errors and Omissions Liability in an amount not less than \$1,000,000 per claim if you are providing accounting, actuarial, architectural, auditing, brokerage, computer programming, consulting,

counseling, daycare, engineering, environmental, landscape architectural, legal, medical, nursing, pastoral, surveying, real estate, soils engineering, or other licensed professional services.

(c) Workers' Compensation insurance as required by the Labor Code of the State of California.

Any self-insurance program or self-insured retention must be separately approved in writing by City and shall protect City, its boards, officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days' prior written notice to City (ten (10) days only for nonpayment of premium), and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

College shall deliver to City certificates of insurance and endorsements for approval as to sufficiency and form prior to the start of performance under this Agreement. The certificate and endorsements for each insurance policy shall contain the signature of a person authorized by that insurer to bind coverage on its behalf. "Claims made" policies of insurance are not acceptable except for professional liability or errors and omissions liability insurance unless the City Risk Manager determines that "occurrence" policies are not available in the market for the risk being insured. If a "claims made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required by this Agreement shall not be deemed to limit College's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all these policies at any time. Any modification or waiver of the insurance requirements in this Agreement shall only be made with the approval of the City Risk Manager.

As a condition to the effectiveness of this Agreement, College shall deliver to City certificates of insurance and all applicable endorsements for approval as

to sufficiency and form, including insurance required of College's subconsultants. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. College shall, at least thirty (30) days within expiration of each of such policies, furnish City with evidence of renewals of the insurance required herein. City reserves the right to require complete certified copies of all insurance required herein at any time.

6. ASSIGNMENT AND SUBCONTRACTING

This Agreement contemplates the personal services of College and College's employees, and the parties acknowledge that a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of College and College's employees. College shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion it, without the prior approval of City, except that College may with the prior approval of the City Manager, assign any monies due or to become due College 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 such attempted assignment or delegation. Nothing stated in this Section 6 shall prevent College from employing as many employees as College deems necessary for performance of this Agreement.

7. CONFLICT OF INTEREST

College, by executing this Agreement, certifies and shall obtain similar certifications from College's employees and approved subcontractors that, at the time College executes this Agreement and for its duration, College does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of such other client.

8. MATERIALS

College shall furnish all labor and supervision, supplies, material, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of College's obligations under this Agreement.

9. OWNERSHIP OF DATA

All materials, information and data prepared, developed, or assembled by College or furnished to College solely for City and 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 property of College. Data that is deemed not to be confidential shall be given to City, and City shall have the right to use and disclose the Data without payment of further compensation to College. Copies of Data may be retained by City but City warrants that Data shall not be made available to any person or entity for use without the prior approval of College. City and College acknowledge and approve the dissemination of information to state and federal entities necessary in the course of complying with grant requirements. This warranty shall survive termination of this Agreement for five (5) years. City shall obtain its own computer programs if required to use the Data to read or reproduce Data provided by College or its subcontractors. Any reuse or modification by City of any such documents for purposes other than this Agreement without College's prior approval shall be at City's sole risk and liability. College may, however, use final products of this contract for marketing purposes.

10. TERMINATION

Each party shall have the right to terminate this 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 College for services satisfactorily performed and costs incurred up to the effective date of termination for which College has not been previously paid. The procedures for payment in Section 1.C. with regard to invoices shall apply. On the effective date of termination, College shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process.

11. CONFIDENTIALITY

Unless otherwise required by applicable law, both parties shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during the term of this Agreement and for five (5) years following expiration or termination of this Agreement without the consent of College. In addition, unless otherwise required by applicable law, both parties shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of College's performance hereunder for the same period of time. Unless otherwise required by applicable law, both parties shall not disclose any or all of the Data to any third party, nor use it for either party's own benefit or the benefit of others except for the purpose of this Agreement.

12. BREACH OF CONFIDENTIALITY

College shall not be liable for a breach of confidentiality with respect to Data that:

- A. College demonstrates College knew prior to the time City disclosed it; or
- B. Is or becomes publicly available without breach of this Agreement by College; or
- C. A third party who has a right to disclose does so to College without restrictions on further disclosure; or
- D. Must be disclosed pursuant to subpoena or court order.

13. AMENDMENT

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

14. GOVERNING LAW

This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to

conflicts of laws).

15. 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 herein.

16. INDEMNITY

College shall protect, defend, indemnify and hold the City of Long Beach, its officials, employees, and agents (collectively in this Section referred to as "City") harmless from and against any and all claims, demands, causes of action, losses, damages, and liabilities, whether or not reduced to judgment, which may be asserted against City arising from or attributable to or caused directly or indirectly by any negligent or intentional act, omission or misrepresentation of College, College's employees, or agents in the performance of work under this Agreement. If it is necessary for purposes of resisting, adjusting, compromising, settling, or defending any claim, demand, cause of action, loss, damage, or liability, or of enforcing this provision, for City to incur or to pay any expense or cost, including attorneys' fees or court costs, College agrees to and shall reimburse City within a reasonable time. College shall give City notice of any claim, demand, cause of action, loss, damage or liability within ten (10) calendar days.

City shall protect, defend, indemnify and hold College, its employees, directors, agents, representatives, and attorneys (collectively in this section referred to as "College") harmless from and against any and all claims, demands, causes of action, losses, damages, and liabilities, whether or not reduced to judgment, which may be asserted against College arising from or attributable to or caused directly or indirectly by any negligent or intentional act, omission or misrepresentation of City, City's employees, officials, or agents in the performance of work under this Agreement. If it is necessary for purposes of resisting, adjusting, compromising, settling, or defending any claim, demand, cause of action, loss, damage, or liability, or of enforcing

this provision, for College to incur or to pay any expenses or cost, including, but not limited to attorneys' fees or court costs, City agrees to and shall reimburse College within a reasonable time. City shall give College notice of any claim, demand, cause of action, loss, damage or liability within ten (10) calendar days.

17. AMBIGUITY

In the event of any conflict or ambiguity between this Agreement and any exhibit, the provisions of this Agreement shall govern.

18. COSTS

If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

19. NONDISCRIMINATION

In connection with performance of this Agreement and subject to applicable rules and regulations, College shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, gender, sexual orientation, gender identity, AIDS, HIV status, handicap, or disability. College shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such 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.

It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises in City's procurement process, and College agrees to use its best efforts to carry out this policy in the award of all approved subcontracts to the fullest extent consistent with the efficient performance of this Agreement. College may rely on written representations by subcontractors regarding their status.

Compliance with the Americans with Disabilities Act of 1990 shall be the sole responsibility of College, and College shall defend and hold City harmless from any expense or liability arising from College's non-compliance therewith.

20. REPORTING

Each March and September, or in the case of short-term contracts, prior to application for final payment, College agrees to submit information relating to College's and College's subcontractors' status, as it applies to this Agreement, as to Minority-Owned Business Enterprises ("MBE"), Women-Owned Business Enterprises ("WBE") and Disadvantaged Business Enterprises ("DBE"), as defined in Section 8 of the Small Business Act (15 U.S.C. § 637).

21. NOTICES

Any notice or approval required under this Agreement by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to College at 4901 E. Carson Street, O-5, Long Beach, California 90808, Attn: Jesse Torres, and to City at 333 West Ocean Boulevard, 3rd Floor, Long Beach, California 90802. Notice of change of address shall be given in the same manner as stated in this Agreement for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal service is obtained, whichever first occurs.

22. COPYRIGHTS AND PATENT RIGHTS

A. College warrants that to the best of its knowledge and belief the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. College agrees to and shall protect, defend, indemnify and hold the City of Long Beach, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty. College's warranty and agreement to indemnify City with regard to the violation or infringement of any patent,

copyright, trade secret or other proprietary right regarding the use of Data shall not apply to Data (a) prepared by design professionals other than College, or (b) use of a program such as Word or other word-processing or graphic program purchased or leased by College under license from another source. City shall obtain its own computer programs if required to use the Data to read or reproduce Data provided by College or its subcontractors.

23. COVENANT AGAINST CONTINGENT FEES

College warrants that College has not employed or retained any entity or person to solicit or obtain this Agreement and that College 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 College breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 hereof or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of such fee, commission, or other monies.

24. WAIVER

The acceptance of any services or the payment of any 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.

25. CONTINUATION

Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17, 19, 23, and 29 prior to termination or expiration of this Agreement, and shall not extinguish any warranties hereunder.

26. TAX REPORTING

As required by federal and state law, City is obligated to and will report the payment of compensation to College on Form 1099-Misc. College shall be

solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. College's Employer Identification Number is [REDACTED] College acknowledges and agrees that City has no obligation to pay College under this Agreement until College provides the above-mentioned number.

27. ADVERTISING

College shall not use the name of the City of Long Beach, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City's City Manager.

28. AUDIT

City shall have the right at all reasonable times during the 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 College relating to the projects performed by College pursuant to this Agreement.

29. NO PECULIAR RISK

College acknowledges and agrees that the services to be performed under this Agreement do not constitute a peculiar risk of bodily harm and that no special precautions are required to perform the services.

30. THIRD PARTY BENEFICIARY

This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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THE PARTIES have executed this Agreement as of the date first provided above.

9-20, 2012

CITY OF LONG BEACH

 Assistant City Manager


Patrick H. West
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

CITY

LONG BEACH COMMUNITY COLLEGE
DISTRICT

8-29, 2012

By 
Name ANN-MARIE GABEL
Title VP ADMIN. SERVICES

COLLEGE

Approved as to form this 4 day of September, 2012

ROBERT E. SHANNON, City Attorney

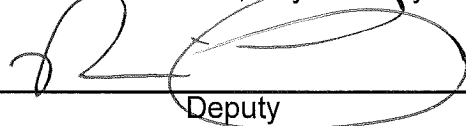
By 
Deputy

EXHIBIT "A"
SCOPE OF WORK
[To be inserted]

EXHIBIT A



Los Angeles Regional Network

A Partnership Proposal

**For Delivery of Business Programs and Services
To Expand and Support Economic Development Activities in
the City of Long Beach**

**Presented to
City of Long Beach**

Presented by

**Long Beach Community College District
Office of Economic and Resource Development
Small Business Development Center Network
May 23, 2010**

**Contact:
Jesse Torres
SBDC Regional Director
Los Angeles SBDC Regional Network
(A Long Beach City College Initiative)
(562) 938-5026
jtorres@lbcc.edu**



BACKGROUND

Long Beach City College (LBCC), founded in 1927, is a multi-campus college with locations on Pacific Coast Highway (Pacific Coast Campus) and on Carson Street (Liberal Arts Campus) in Long Beach. The College serves over 30,000 students, annually, and offers two-year associate degree courses in the business, health services, trade and technical, and liberal arts fields; one-year vocational certificates in 44 career and technical education programs; courses that offer job skill advancement; and courses for transfer to four-year colleges and universities.

Long Beach City College is dedicated to providing high-quality educational programs and related student services, with emphasis on economic development, vocational training, and transfer. LBCC is a community college responsive to individuals, small businesses and the diverse needs of the community. Long Beach City College prides itself on being a large, thriving institution that reaches across southern California in providing programs and services that offer continuous education, lifelong learning, and economic growth for the region.

The College is the fifth largest of California's 112 community colleges. It serves an area of approximately 128 square miles, and is located in the southern part of Los Angeles County in an urban area undergoing significant demographic and economic change. Many of the College's students are employed individuals returning for skills upgrade, career change and continuing education. Students' overall course success and retention rates are 60% and 77%, respectively. **The U.S. Department of Education lists Long Beach City College as a Hispanic Serving Institution (HSI).**

The **Office of Economic and Resource Development (ERD)** at LBCC was created to support economic development and workforce preparation, one of the three missions of the Community College System. The Office of Economic and Resource Development manages a number of economic and workforce development programs funded by federal and state programs. These initiative programs include:

- Advanced Transportation Technologies and Energy Center (ATTEC)
- Center for International Trade Development (CITD)
- Center for Training and Professional Development
- Long Beach International Trade Office (LBITO)
- Small Business Development Center (SBDC)
- Goldman Sachs *10,000 Small Businesses* (10KSB)

Small Business Development Center

Since January 1, 2006, Long Beach Community College District (LBCCD) has been the host for the U.S. Small Business Administration's (SBA) Small Business Development Center (SBDC) Program in the Los Angeles region. The SBDC program is the SBA's most extensive economic development program, helping small businesses create jobs and strengthen local economies, and is the SBA's largest counseling and training network with locations in every U.S. State and Territory.

Business advising and training sessions are led by paid SBDC Business Advisors who bring a wealth of real-world business experience to each engagement. SBDC Business Advisors are evaluated on their ability to produce results, so improving your business' performance is their priority.

SBDC clients achieve a much higher growth in sales and generate nearly 13,120 times more new jobs than average businesses. SBDC seminars and workshops on a wide variety of subjects – such as business plans, incorporation, capital sourcing, marketing, contracting, procurement, and technology – are provided at a low cost and business advising is provided at no cost to SBDC clients.

PARTNERSHIP GOALS

Long Beach City College would like to propose a partnership with the City of Long Beach to leverage funding and resources to deliver a robust and expanded economic development program focused on the small businesses in Long Beach.

The *primary goals* for the partnership will be:

1. **Business Retention** – Ensure Long Beach businesses success and jobs retention in Long Beach
2. **Business Expansion** – Assist Long Beach businesses to grow to result in job creation
3. **Business Attraction** – Utilize creative methods to attract new businesses to Long Beach

The success of the partnership is also dependent on leveraging existing programs currently available in both entities. Such programs include:

Long Beach City College Programs

- For training and business advising focused on business owners
 - SBDC – services targeted to small business owners
 - LBITO – International Trade services
 - ATTEC – Transportation and Alternative Fuels training
 - Young Entrepreneur Project to develop entrepreneurship skills for 14 – 27 year olds
- For workforce training programs focused on businesses and individuals
 - Advanced Transportation Technology and Energy Center prepares workers for jobs in high-wage clean transportation industries
 - Allied Health programs which prepares workers for jobs in medical billing and coding, and Pharmaceutical assistant/technician
- Partnerships with economic development organizations
 - Chambers of Commerce
 - Workforce Investment Board
 - Financial Institutions
 - Business Development Districts (e.g. DLBA)

City of Long Beach Programs

- Business Incentive Programs:
 - Enterprise Zone credits
 - Foreign Trade Zone advantage
 - Retail Sales Tax program
 - Small Business Enterprise (SBE) / Very Small Business Enterprise (VSBE) program
 - Business Loan/Grant programs (Long Beach Business Loan Program, the Microenterprise Loan Program, the Grow Long Beach Loan Program, and the \$2,000 Business Start-Up Grant)

- Long Beach International Trade Office

PROPOSED SERVICES & ACTIVITIES

The following proposed services and activities are designed to generate economic impact to the City and needed business services:

1) Business Advising & Assistance

Confidential, one-on-one business advising to Long Beach businesses in the areas of finance, marketing, legal, business planning, international trade, and more

- Business advising available in Spanish

2) Core SBDC Workshops

Workshops focused on business start-up, as well as operation and management of an existing business

- Workshops may be offered in Spanish

3) Specialized Workshops

Workshops focused on current or emerging topics, international trade, business trends, or regulations relevant to small businesses, may be focused on specific industry sectors (e.g. Green, restaurants, etc.)

- Retail Merchandising – “Make your products leap from the shelves” – An Industry expert will provide insight on how to position and market your products in-store to generate more sales.
- Search Engine Optimization (SEO) – Now that you have a website, how do you optimize it for maximum effectiveness? An expert will provide techniques to make sure your website is at the top of every search engine. Learn why you need a total technology plan and how your website, blog and social media platforms all tie together to create a completely optimized site.
- Social Media for your Business Series – This series of seminars teaches business owners how to use social media platforms to market their business and build better

relationships with their customers. The series starts from a beginner's point of view and moves to the advanced in later seminars.

- “International Market Research – Find a new market for your products.” – Whether you are a manufacturer or a small retailer, there are abundant opportunities abroad. This workshop will provide an understanding of market assessments, entry strategies, identifying and assessing potential markets and testing demand for your products.
- “How to Hire an Employee” – This seminar will advise small businesses on how they can legally hire an employee, set-up their payroll and learn about workers compensation insurance and why they have to have it.
- AES (Automated Export System) Filing – This advanced topic course will cover all AES filing documentation needed, Brokers prep, Cosmetics Distribution, Letters of Credit and Patent and Trademark protection.
- INCO Terms – This seminar will allow you to gain a comprehensive understanding of the purpose, use and application of the new INCO terms 2010.
- Workshops to introduce a new City program, or to encourage increased participation in existing City programs (e.g. Small Business Enterprise [SBE/VSBE], or the Enterprise Zone Tax Credits).

4. Business Development Conference

- The Long Beach SBDC will host a business development conference once a year to help small business start and grow their business. The event will take place at either the Long Beach Hyatt Hotel or the Long Beach Convention Center. The goal will be to attract 500 businesses to the conference. The conference will include high-level government officials, break-out sessions on relevant business topics, an investor's pitch and a keynote address from a high-profile small business.

5. Access to Capital Programs

Events and information, which create opportunities for local businesses to access capital

- **“City of Long Beach Loans and Grants”** – This event would discuss all of the City financial assistance programs, including the Long Beach Business Loan Program, the Microenterprise Loan Program, the Grow Long Beach Loan Program, and the \$2,000 Business Start-Up Grant. (May be combined with “Meet the Lenders” event)
- **Financial Assessments** – In partnership with the City, the SBDC would reach out selectively and provide free financial assessments of local businesses. These assessments would identify opportunities to improve cash flow and better manage financial data. SBDC advisors would also assist with other business issues identified through one-on-one advising.

6. Marketing, Outreach, and Business Engagement

- “Business Action Teams” – Upon request by business improvement districts, assign a team of Business Advisors and City representatives (where appropriate) to meet at their place of business to address business concerns (e.g. retail merchandising, bookkeeping, human resources, international trade, legal matters, etc.)
- Participate and act as advisor and resource to business attraction and retention activities in partnership with the Long Beach Chamber’s Red Team. This is a group of assistance programs throughout the City of Long Beach whose primary purpose is to attract/retain business in the City of Long Beach.

7. Young Entrepreneurs Project (YEP)

- A 16-hour program that teaches young people 14-27 how to start their first business. This program may be offered in various neighborhoods in the City as a local community program.
- LBCC Student Internships – Match LBCC students with local small businesses as free interns (subsidized by LBCC through its CalWorks program) – students learn needed work skills and gain experience and the business owner is subsidized at 75% of the student’s wage.

8. Program Coordination and Reporting

- Ensure Program delivery is coordinated and delivered in partnership with the City and addresses the needs of small business owners.
- Produce and deliver quarterly reports to the City of Long Beach for CDBG reporting.
- Adjust and modify program in partnership with the City to ensure an effective and program to address economic development goals.

9. 309 Facility

- The 309 Pine office will be available for select use by qualified businesses, economic development and community partners.
- LBCC will staff the facility up to 16 hours per week and publish office hours and workshop schedule.

PROPOSED SERVICES DELIVERY LOCATIONS

LBCC will work with the City to determine the most appropriate location for service delivery. Locations where programs may be delivered include the following:

1. **309 Pine Ave. (Downtown)** – Retail space for use for networking, training, business advising, matchmaking, mentoring activities. Other activities include business attraction and retention focused events to be determined as appropriate.
2. **4900 E Conant St. (North)** – LBCC Campus - Meeting and training space available for networking, training, and business advising, matchmaking, mentoring activities.
3. **1305 East Pacific Coast Highway (South)** – LBCC Campus – Meeting and training space.

PROGRAM COORDINATION

LBCC will assign a staff person to be the project lead and single point of contact with the City. The LBCC staff contact will work with the City on the following:

- Marketing and outreach to the small business community
- Determining workshop topics and locations
- Review operational procedures and processes related to this program
- Design reports and determine frequency of reporting
- Work with City staff to apply for grants to support and expand the services offered to small business in Long Beach

LBCC Point of Contact: Mike Daniel, SBDC Director. 562-938-5115. Mike.daniel@lbcc.edu.

REPORTING

LBCC utilizes an advanced web-based client-tracking database for client marketing, service delivery and events tracking. Detailed reports and other performance measures for the program will be used as indicators of deliverables and successes.

LBCC will provide regular reports to the City regarding program activities and outcomes. The following type of reports will be provided to the City:

- Demographics on clients served – gender, ethnicity, zip codes, DUNS # (where available)
- Performance outcomes report will include:
 - # of clients served
 - # of consulting hours
 - # of business start-ups
 - # of jobs created or retained
 - For low-income or moderate-income persons
 - Increase in sales (\$)
 - Capital infusion (\$)
- Other Reports will be developed in partnership with the City to provide additional data
- LBCC will also work with the City to develop and fine-tune additional performance measures as necessary.

Reports Frequency:

- Quarterly activity reports will be provided to the City together with the quarterly invoices.
- Quarterly Invoice in the amount of \$26,375 will be submitted with the quarterly activity report.
- Quarterly meetings will be established to review and track progress.
- Annual summary presentation of performance will be provided to the City Council as requested.

Council District Reporting – LBCC will work with the City’s GIS specialist to develop special reports by Council District on a quarterly basis or more frequently if requested.

Please note that the SBDC program is governed by the Privacy Act and Confidentiality Requirements under Federal program requirements and unable to release any client personal or contact information without prior written consent of the client. All client files and data will reside with the SBDC and may be inspected by HUD upon request in writing, with advanced notice.

PROPOSED PROGRAM BUDGET

Proposed program period: July 1, 2012 – June 30, 2013

The annual investment by the City is as follows for each of the components of the proposed program.

Program Activities	Qty (hrs)*	City	LBCC Match
1. Business Advising and Assistance	500	\$37,500	
2. Core SBDC Workshops	24	\$9,000	\$2,400
3. Specialized Workshops	12	\$6,000	\$1,200
4. Economic Summit/Conference			\$35,000
5. Access to Capital Programs	18	\$6,000	\$1,800
6. Marketing, Outreach, and Business Engagement		\$10,000	\$15,000
7. Young Entrepreneur Project	2 courses	\$10,000	\$1,600
8. Program Coordination & Reporting			
9. (include 309 Pine staffing)	720	\$27,000	\$56,500
10. LBCC In-Kind (staff salaries, facilities, utilities, internet access, insurance, equipment, and supplies costs)			\$60,000
TOTAL		\$105,500	\$173,500
TOTAL PROGRAM FUNDING: \$279,000			

LBCC will match the City’s investment in the program with federal business assistance funds to enhance the partnership program. Additionally, LBCC will provide in-kind match of approximately \$60,000, including staff salaries (SBDC Director-20%, SBDC Operations Manager-15%, LBITO Manager-10%, SBDC Marketing Coordinator-15%, and general administrative), facilities, utilities, internet access, insurance, equipment and supplies costs. This joint investment enables the creation of a comprehensive economic development program of \$279,000 to benefit Long Beach businesses.

PROGRAM EVALUATION

LBCC will work with the City to develop an annual program evaluation plan for the partnership. The plan will:

- Assess whether the program is being conducted as planned and scheduled
- Determine if activities are conducted according to the mission and goals
- Ensure that the program is addressing all stakeholders' needs
- Monitor outcomes and performance via quarterly and annual reports
- Identify components of the program that are the most effective
- Identify ways to further improve the program and generate additional funding and resources for the purpose of growing and enhancing the program's reach

CONCLUSION

An enhanced economic development partnership between the City and LBCC will help provide new momentum for economic growth in Long Beach. **With an investment of \$105,500**, the small businesses within the City of Long Beach will receive a **focused and targeted assistance program valued at \$279,000 by leveraging the full resources of LBCC**. The bottom line is that this effort will help retain, expand, and attract new businesses to the City of Long Beach.

EXHIBIT "B"
SCHEDULE OF FEES
[To be inserted]

Exhibit B
FEE SCHEDULE

Program Activities	Qty (hrs)*	Compensation
1. Business Advising and Assistance	500	\$37,500
2. Core SBDC Workshops	24	\$9,000
3. Specialized Workshops	12	\$6,000
4. Economic Summit/Conference		
5. Access to Capital Programs	18	\$6,000
6. Marketing, Outreach, and Business Engagement		\$10,000
7. Young Entrepreneur Project	2 courses	\$10,000
8. Program Coordination & Reporting (includes 309 Pine staffing)	720	\$27,000
9. LBCC In-Kind (staff salaries, facilities, utilities, internet access, insurance, equipment, and supplies costs)		
Sub-Total		\$105,500
10. Miscellaneous City-approved ancillary expenses related to delivery of above services, including reimbursement of monthly parking fees for 309 Pine SBDC staff		\$9,500
TOTAL		\$115,000