

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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AGREEMENT

34113

THIS AGREEMENT is made and entered, in duplicate, as of August 3, 2015, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 23, 2015, by and between LONG BEACH COMMUNITY COLLEGE DISTRICT, a community college duly organized and existing under the laws of the State of California ("College"), whose address is 4901 E. Carson Street, O-5, Long Beach, California 90808, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with economic development and small business development projects ("Project"); and

WHEREAS, City has selected College in accordance with City's administrative procedures and City has determined that College and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. The work performed by College will be through its staff of the California Small Business Development Center, Los Angeles Regional Network ("SBDC"). College shall furnish specialized services more particularly 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 Fifteen

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Thousand Dollars (\$115,000), at the rates or charges shown in Exhibit "B". 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 sixteen (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 at midnight on July 1, 2015, and shall terminate at 11:59 p.m. on June 30, 2016, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The term may be extend for two (2) additional one-year periods at the discretion of the City Manager and subject to the continued availability of the funds.

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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 its services, 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; provided, however, that College acts in accordance with Section 9 and Section 11 of 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.

A. As a condition precedent to the effectiveness of this Agreement, College shall procure and maintain, at College'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:

- (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

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\$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 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), 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.

B. Any self-insurance program, self-insured retention, or 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 self-insurance maintained by College. College 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 College guarantees that College 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. College shall require that all subconsultants or contractors that College 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, College shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, College 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 College and College's subconsultants and contractors, at any time. College shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Any modification or waiver of these insurance requirements

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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 College, College's subconsultants 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.

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to College'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 College and College'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 College, College's employees, and SBDC-contracted advisors. College shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that College may with the prior approval of the City Manager of City, assign any moneys 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 an attempted assignment or delegation. Furthermore, College shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved subCollege or contractor without approval prior to the substitution. Nothing stated in this Section 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 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 that

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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 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 College. Copies of Data may be retained by College but College 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.

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. College shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, College shall keep confidential all

1 information, whether written, oral or visual, obtained by any means whatsoever in the
2 course of performing its services for the same period of time. College shall not disclose
3 any or all of the Data to any third party, or use it for College's own benefit or the benefit of
4 others except for the purpose of this Agreement.

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

11 13. [INTENTIONALLY OMITTED].

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

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

26 16. PREVAILING WAGES.

27 A. College agrees that all public work (as defined in California
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1 Labor Code section 1720) performed pursuant to this Agreement (the "Public
2 Work"), if any, shall comply with the requirements of California Labor Code sections
3 1770 *et seq.* City makes no representation or statement that the Project, or any
4 portion thereof, is or is not a "public work" as defined in California Labor Code
5 section 1720.

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

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

20 18. INDEMNITY.

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

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

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

22 D. The provisions of this Section shall survive the expiration or
23 termination of this Agreement.

24 19. AMBIGUITY. In the event of any conflict or ambiguity between this
25 Agreement and any Exhibit, the provisions of this Agreement shall govern.

26 20. NONDISCRIMINATION. In connection with performance of this
27 Agreement and subject to applicable rules and regulations, College shall not discriminate
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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. College 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.

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

A. During the performance of this Agreement, the College certifies and represents that the College will comply with the EBO. The College agrees to post the following statement in conspicuous places at its offices at 309 Pine Avenue available to employees and applicants for employment:

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

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

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

D. Failure to comply with the EBO may be used as evidence

1 against the College in actions taken pursuant to the provisions of Long Beach
2 Municipal Code 2.93 et seq., Contractor Responsibility.

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

8 22. [INTENTIONALLY OMITTED].

9 23. NOTICES. Any notice or approval required by this Agreement shall
10 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
11 postage prepaid, addressed to College at the address first stated above, and to City at 333
12 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to
13 the City Engineer at the same address. Notice of change of address shall be given in the
14 same manner as stated for other notices. Notice shall be deemed given on the date
15 deposited in the mail or on the date personal delivery is made, whichever occurs first.

16 24. [INTENTIONALLY OMITTED].

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

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

27. 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, 22 and 28 prior to termination or expiration of this Agreement.

28. 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 shall submit College's Employer Identification Number (EIN), or College's Social Security Number if College does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. College acknowledges and agrees that City has no obligation to pay College until College provides one of these numbers.

29. ADVERTISING. Neither party shall not use the name of the other party, its officials or employees in any advertising or solicitation for business or as a reference, without the prior written approval of the other party.

30. 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 this Agreement; unless prohibited by the terms of any grant received by College or SBDC.

31. 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.

32. THIRD PARTY BENEFICIARY. This Agreement is not 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.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
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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.

LONG BEACH COMMUNITY COLLEGE DISTRICT

11/18, 2015

By [Signature]
Name Anni-Marie Ebel
Title V.P. Administrative Services

_____, 2015

By _____
Name _____
Title _____

"College"

CITY OF LONG BEACH, a municipal corporation

Dec. 10, 2015

By [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on November 23, 2015.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

EXHIBIT A



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
Department of College Advancement Economic Development
Small Business Development Center Network**

**Contact:
Ted Hiatt
Director (Interim)
Long Beach Small Business Development Center
562-938-5115
thiatt@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 Department of **College Advancement Economic Development (CAED)** 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
- 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
 - International Trade services
 - 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 Avenue office will be available for select use by qualified businesses, economic development and community partners.
- LBCC will staff the facility up to 10 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: Ted Hiatt, SBDC Director. 562-938-5115. thiatt@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 \$28,750 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, 2015 – June 30, 2016

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 (6/26)	\$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		\$115,000	\$173,500
TOTAL PROGRAM FUNDING: \$288,500			

not per email in file from LBCC

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%, SBDC Program Assistant-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 \$288,500 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 \$115,000**, the small businesses within the City of Long Beach will receive a **focused and targeted assistance program valued at \$288,500 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

FEE SCHEDULE

Program Activities	Qty (hrs)*	Compensatio
1. Business Advising and Assistance	626	\$47,000
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		\$115,000