

AGREEMENT
30005

THIS AGREEMENT is made and entered, in duplicate, as of February 1, 2007 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 12, 2006, by and between THE NATIONAL CONFERENCE FOR COMMUNITY AND JUSTICE OF SOUTHERN CALIFORNIA, a California Nonprofit Public Benefit Corporation, whose business address is 444 West Ocean Boulevard, Suite 940, Long Beach, California ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized Consultant services requiring unique skills to be performed ("Project"); and

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

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions stated 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. Consultant shall furnish specialized services more particularly set forth in Exhibit "A", attached hereto and incorporated herein by this reference, in accordance with the standards of the profession, and City shall pay for said services in the manner described in Exhibit "A", not to exceed \$202,000 over a three-year period at the rates or charges shown in Exhibit "A".

B. Consultant may select the time and place of performance hereunder; provided, however, that access to City documents, records, and the like, if needed by

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 Consultant, shall be available only during City's normal business hours and provided that
2 milestones for performance, if any, are met.

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

16 D. Consultant represents that Consultant has obtained all necessary
17 information on conditions and circumstances that may affect its performance hereunder
18 and has conducted site visits, if necessary.

19 2. TERM. The term of this Agreement shall commence at midnight on
20 February 1, 2007, and shall terminate at 11:59 p.m. on January 31, 2010, unless sooner
21 terminated as provided in this Agreement, or unless the Project is completed sooner.

22 3. COORDINATION AND ORGANIZATION.

23 A. Consultant shall coordinate performance hereunder with City's
24 representative, named in Exhibit "B", attached hereto and incorporated herein by this
25 reference. Consultant shall advise and inform City's representative of the work in progress
26 on the Project in sufficient detail so as to assist City's representative in making
27 presentations and in holding meetings for the exchange of information. City shall furnish
28 to Consultant information or materials, if any, described in Exhibit "C" attached hereto and

1 incorporated herein by this reference, and shall perform any other tasks described therein.

2 B. The parties acknowledge that a substantial inducement to City for entering
3 this Agreement was and is the reputation and skill of Consultant's key employee Rene
4 Castro, as the lead consultant. City shall have the right to approve any person proposed
5 by Consultant to replace that key employee.

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

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

23 (a) Commercial general liability insurance (equivalent in scope to ISO
24 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
25 Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars
26 (\$2,000,000) general aggregate. This coverage shall include but not be
27 limited to broad form contractual liability, cross liability, independent
28 contractors liability, and products and completed operations liability. City, its

1 officials, employees and agents shall be named as additional insureds by
2 endorsement (on City's endorsement form or on an endorsement equivalent
3 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
4 shall contain no special limitations on the scope of protection given to the
5 City, its officials, employees and agents.

6 (b) Workers' Compensation insurance as required by the Labor Code
7 of the State of California and employer's liability insurance in an amount not
8 less than One Million Dollars (\$1,000,000).

9 (c) Professional liability or errors and omissions insurance in an
10 amount not less than One Million Dollars (\$1,000,000) per claim.

11 (d) Commercial automobile liability insurance (equivalent in scope to
12 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
13 not less than Five Hundred Thousand Dollars (\$500,000) combined single
14 limit per accident.

15 Any self-insurance program, self-insured retention, or deductible must be
16 separately approved in writing by City's Risk Manager or designee and shall protect City,
17 its officials, employees and agents in the same manner and to the same extent as they
18 would have been protected had the policy or policies not contained retention or deductible
19 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
20 reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City,
21 and shall be primary and not contributing to any other insurance or self-insurance
22 maintained by City. Consultant shall notify City in writing within five (5) days after any
23 insurance required herein has been voided by the insurer or cancelled by the insured. If
24 this coverage is written on a "claims made" basis, it must provide for an extended reporting
25 period of not less than one (1) year, commencing on the date this Agreement expires or
26 is terminated, unless Consultant guarantees that Consultant will provide to City evidence
27 of uninterrupted, continuing coverage for a period of not less than three (3) years,
28 commencing on the date this Agreement expires or is terminated.

1 Consultant shall require that all subconsultants, contractors and
2 subcontractors which Consultant uses in the performance of services hereunder maintain
3 insurance in compliance with this Section unless otherwise agreed in writing by City's Risk
4 Manager or designee.

5 Prior to the start of performance, Consultant shall deliver to City certificates
6 of insurance and required endorsements for approval as to sufficiency and form. The
7 certificate and endorsements for each insurance policy shall contain the original signature
8 of a person authorized by that insurer to bind coverage on its behalf. In addition,
9 Consultant shall, within thirty (30) days prior to expiration of the insurance required herein,
10 furnish to City certificates of insurance and endorsements evidencing renewal of such
11 insurance. City reserves the right to require complete certified copies of all policies of
12 Consultant and Consultant's contractors and subcontractors, at any time. Consultant shall
13 make available to City's Risk Manager or designee all books, records and other information
14 relating to the insurance coverage required herein, during normal business hours.

15 Any modification or waiver of the insurance requirements herein shall only
16 be made with the approval of City's Risk Manager or designee. Not more frequently than
17 once a year, the City's Risk Manager or designee may require that Consultant,
18 Consultant's contractors and subcontractors change the amount, scope or types of
19 coverage required herein if, in his or her sole opinion, the amount, scope, or types of
20 coverage herein are not adequate.

21 The procuring or existence of insurance shall not be construed or deemed
22 as a limitation on liability relating to Consultant's performance or as full performance of or
23 compliance with the indemnification provisions of this Agreement.

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
25 contemplates the personal services of Consultant and Consultant's employees, and the
26 parties acknowledge that a substantial inducement to City for entering this Agreement was
27 and is the professional reputation and competence of Consultant and Consultant's
28 employees. Consultant shall not assign its rights or delegate its duties hereunder, or any

1 interest herein, or any portion thereof, without the prior approval of City, except that
2 Consultant may with the prior approval of the City Manager of City, assign any moneys due
3 or to become due the Consultant hereunder. Any attempted assignment or delegation
4 shall be void, and any assignee or delegate shall acquire no right or interest by reason of
5 such attempted assignment or delegation. Furthermore, Consultant shall not subcontract
6 any portion of the performance required hereunder without the prior approval of the City
7 Manager or designee, nor substitute an approved subconsultant, contractor or
8 subcontractor without said prior approval to the substitution. Nothing stated in this Section
9 6 shall prevent Consultant from employing as many employees as Consultant deems
10 necessary for performance of this Agreement.

11 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
12 certifies and shall obtain similar certifications from Consultant's employees and approved
13 subcontractors that, at the time Consultant executes this Agreement and for its duration,
14 Consultant does not and will not perform services for any other client which would create
15 a conflict, whether monetary or otherwise, as between the interests of City hereunder and
16 the interests of such other client.

17 8. MATERIALS. Consultant shall furnish all labor and supervision,
18 supplies, material, tools, machinery, equipment, appliances, transportation, and services
19 necessary to or used in the performance of Consultant's obligations hereunder, except as
20 stated in Exhibit "C", if any.

21 9. OWNERSHIP OF DATA. All materials, information and data prepared,
22 developed, or assembled by Consultant or furnished to Consultant in connection with this
23 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
24 graphs, charts, computer disks, computer source documentation, samples, models,
25 reports, summaries, drawings, designs, notes, plans, information, material, and
26 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
27 and City shall have the unrestricted right to use and disclose the Data in any manner and
28 for any purpose without payment of further compensation to Consultant. Copies of Data

1 may be retained by Consultant but Consultant warrants that Data shall not be made
2 available to any person or entity for use without the prior approval of City. Said warranty
3 shall survive termination of this Agreement for five (5) years.

4 10. TERMINATION. Either party shall have the right to terminate this
5 Agreement for any reason or no reason at any time by giving thirty (30)) calendar days
6 prior notice to the other party. In the event of termination under this Section, City shall pay
7 Consultant for services satisfactorily performed and costs incurred up to the effective date
8 of termination for which Consultant has not been previously paid. The procedures for
9 payment in Section 1.C. with regard to invoices shall apply. On the effective date of
10 termination, Consultant shall deliver to City all Data developed or accumulated in the
11 performance of this Agreement, whether in draft or final form, or in process. Consultant
12 acknowledges and agrees that City's obligation to make trial payment is conditioned on
13 Consultants delivery of the Data to City.

14 11. CONFIDENTIALITY. Consultant shall keep the Data confidential and
15 shall not disclose the Data or use the Data directly or indirectly other than in the course of
16 services provided hereunder during the term of this Agreement and for five (5) years
17 following expiration or termination of this Agreement. In addition, Consultant shall keep
18 confidential all information, whether written, oral, or visual, obtained by any means
19 whatsoever in the course of Consultant's performance hereunder for the same period of
20 time. Consultant shall not disclose any or all of the Data to any third party, nor use it for
21 Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

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

28 13. AMENDMENT. This Agreement, including all Exhibits, shall not be

1 amended, nor any provision or breach hereof waived, except in writing signed by the
2 parties which expressly refers to this Agreement.

3 14. LAW. This Agreement shall be governed by and construed pursuant
4 to the laws of the State of California (except those provisions of California law pertaining
5 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
6 regulations of and obtain all permits, licenses, and certificates required by all federal, state
7 and local governmental authorities.

8 15. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
9 constitutes the entire understanding between the parties and supersedes all other
10 agreements, oral or written, with respect to the subject matter herein.

11 16. INDEMNITY. Consultant shall indemnify and hold harmless City, its
12 Boards, Commissions, and their officials, employees and agents (collectively in this Section
13 "City") from and against any and all liability, claims, demands, damage, causes of action,
14 proceedings, penalties, loss, costs, and expenses (including attorney's fees, court costs,
15 and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include
16 allegations and include by way of example but are not limited to: Claims for property
17 damage, personal injury or death arising in whole or in part from any negligent act or
18 omission of Consultant, its officers, employees, agents, sub-consultants, or anyone under
19 Consultant's control (collectively "Indemnitor"); Consultant's breach of this Agreement;
20 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
21 in any way to worker's compensation. Independent of the duty to indemnify and as a
22 free-standing duty on the part of Consultant, Consultant shall defend City and shall
23 continue such defense until the claim is resolved, whether by settlement, judgment or
24 otherwise. Consultant shall notify City of any claim within ten (10) days. Likewise, City
25 shall notify Consultant of any claim, shall tender the defense of such claim to Consultant,
26 and shall assist Consultant, as may be reasonably requested, in such defense.

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

1 18. COSTS. If there is any legal proceeding between the parties to
2 enforce or interpret this Agreement or to protect or establish any rights or remedies
3 hereunder, the prevailing party shall be entitled to its costs and expenses, including
4 reasonable attorneys' fees and court costs (including appeals)

5 19. CHANGES AND EXTRA SERVICES. City may make changes within
6 the general scope of work under this Agreement, which is attached as Exhibit "A" hereto.
7 Changes shall be in writing in the form of a change order and shall state the dollar amount
8 of the change, any adjustment in the time for performance and, when negotiated prices are
9 involved, shall provide for Consultant's signature indicating acceptance. If Consultant
10 estimates that the change will cause an increase or decrease in the cost or time required
11 for performance, Consultant shall so notify City of that fact. Any notification by Consultant
12 shall be provided within ten (10) calendar days from the date of receipt by Consultant of
13 the change order. In addition, Consultant shall notify City when Consultant identifies a
14 condition which may change the initial scope of work or services. City shall notify
15 Consultant within ten (10) calendar days of the acceptance or denial of such change. All
16 changes shall be deemed part of this Agreement.

17 20. NONDISCRIMINATION. In connection with performance of this
18 Agreement and federal laws, rules and regulations, Consultant shall not discriminate
19 against in employment or in the performance of this Agreement on the basis of race,
20 religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or
21 disability.

22 It is the policy of City to encourage the participation of Disadvantaged,
23 Minority and Women-owned Business Enterprises in City's procurement process, and
24 Consultant agrees to use its best efforts to carry out this policy in the award of all approved
25 subcontracts to the fullest extent consistent with the efficient performance of this
26 Agreement. Consultant may rely on written representations by subconsultants and
27 contractors regarding their status. City's policy is attached as Exhibit "D" hereto.
28 Consultant shall report to City in March and in September or, in the case of short-term

1 agreements, prior to invoicing for final payment, the names of all sub-consultants engaged
2 by Consultant for this Project and information on whether or not they are a Disadvantaged,
3 Minority or Women-owned Business Enterprise, as defined in Section 8 of the Small
4 Business Act (15 U.S.C. Sec. 637).

5 21. NOTICES. Any notice or approval required hereunder by either party
6 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
7 class, postage prepaid, addressed to Consultant at the address first stated herein, and to
8 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
9 Notice of change of address shall be given in the same manner as stated herein for other
10 notices. Notice shall be deemed given on the date deposited in the mail or on the date
11 personal delivery is made, whichever occurs first.

12 22. COPYRIGHTS AND PATENT RIGHTS.

13 A. Consultant shall place the following copyright protection on all
14 Data: © City of Long Beach, California _____, inserting the appropriate year.

15 B. City reserves the exclusive right to seek and obtain a patent or copyright
16 registration on any Data or other result arising from Consultant's performance of this
17 Agreement. By executing this Agreement, Consultant assigns any ownership interest
18 Consultant may have in the Data to City.

19 C. Consultant warrants that the Data does not violate or infringe any patent,
20 copyright, trade secret or other proprietary right of any other party. Consultant agrees to
21 and shall protect, defend, indemnify and hold City, its officials and employees harmless
22 from any and all claims, demands, damages, loss, liability, causes of action, costs or
23 expenses (including reasonable attorneys' fees) whether or not reduced to judgment,
24 arising from any breach or alleged breach of this warranty.

25 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
26 that Consultant has not employed or retained any entity or person to solicit or obtain this
27 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
28 commission, or other monies based on or from the award of this Agreement. If Consultant

1 breaches this warranty, City shall have the right to terminate this Agreement immediately
2 notwithstanding the provisions of Section 10 hereof or, in its discretion, to deduct from
3 payments due under this Agreement or otherwise recover the full amount of such fee,
4 commission, or other monies.

5 24. WAIVER. The acceptance of any services or the payment of any
6 money by City shall not operate as a waiver of any provision of this Agreement, or of any
7 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
8 Agreement shall not constitute a waiver of any other or subsequent breach of this
9 Agreement.

10 25. CONTINUATION. Termination or expiration of this Agreement shall
11 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
12 16, 18, 22, and 28 prior to termination or expiration of this Agreement, and shall not
13 extinguish any warranties hereunder.

14 26. TAX REPORTING. As required by federal and state law, City is
15 obligated to and will report the payment of compensation to Consultant on
16 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and
17 state taxes resulting from payments under this Agreement. Consultant's Employer
18 Identification Number is [REDACTED].

19 27. ADVERTISING. Consultant shall not use the name of City, its officials
20 or employees in any advertising or solicitation for business, nor as a reference, without the
21 prior approval of the City Manager or designee.

22 28. AUDIT. City shall have the right at all reasonable times during the
23 term of this Agreement and for a period of five (5) years after termination or expiration of
24 this Agreement to examine, audit, inspect, review, extract information from, and copy all
25 books, records, accounts, and other documents of Consultant relating to this Agreement.

26 29. NO PECULIAR RISK. Consultant acknowledges and agrees that the
27 services to be performed hereunder do not constitute a peculiar risk of bodily harm and
28 that no special precautions are required to perform said services.

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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.

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.

THE NATIONAL CONFERENCE FOR
COMMUNITY AND JUSTICE OF SOUTHERN
CALIFORNIA, INCORPORATED

By Mr. Kahner
President

MARGAUX A. Kohut
(Type or Print Name)

By [Signature]
Secretary

ROBERT J. Stemer
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

By [Signature]
City Manager

"City"

This Agreement is approved as to form on 4/2, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

LAC:bg
07-00584

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Exhibit A

Scope of Work

National Conference for Community and Justice of Southern California (NCCJ) will provide the following Scope of work for the City of Long Beach:

Year One

Assess Phase

Objective:

1. Understand perspective of City's top leadership and provide said group with the language and rationale for the initiative.

Activity Deliverable:

Provide 8 hours overview of the goals of the program, obtain feedback from department heads and key staff, and conduct an assessment and ongoing coaching to the Executive Management Team (EMT) to help them articulate the rationale for this training throughout the City. Create draft memo for consideration by two Deputy City Managers that outlines the EMT's language and rationale for the initiative.

Timeline: Month 1

Payment Schedule: \$ 4000.00

Objective:

2. Understand the unique needs of City of Long Beach managers in meeting diversity targets.

Activities/Deliverable:

Adapt hardcopy survey assessment using: "Management Development Diversity Needs Checklist" (Gardenswartz and Rowe, 1998). Facilitate review and any necessary modification of instrument with the Enhancing Diversity Committee. Distribute electronically to all 225 managers, compile results, and provide as component of Assessment Report.

Estimated Timeline: Month 1

Payment Schedule: \$ 2,775

Objective:

3. Understand the Current status of the organization with regard to diverse representation across employee classifications.

Activity Deliverable:

Review organizational demographics and representation of city employees by race, gender, disability, and language spoken. Compile results and provide as component to Assessment Report.

Estimated Timeline: Month 1 & 2

Payment Schedule: \$ 2,025

Objective:

4. Gain buy-in for the initiative from a wide segment of the City's leadership.

Activity Deliverable:

Conduct 3 focus groups (at 1.5 hours each) with a sampling of diverse managers and employees representative of various departments throughout the City for the purposes of identifying how issues of diversity and inclusion are relevant to their work. Groups to include: Bureau Managers and Division Managers; Supervisors; and Employees. Compile themes and provide as component to Assessment Report.

Estimated Timeline: Month 1- 3

Payment Schedule: \$ 2,250

Objective:

5. Determine the organization's stage of development in dealing with diversity. Give feedback to executive management about the organization's status regarding issues of diversity and inclusion. Provide data for strategizing regarding organizational development.

Activity Deliverable:

Conduct an electronic survey of employees within specific departments (target those departments selected for initial training) using: "Stage of Diversity Survey: An Organization Progress Report," (Gardenswartz and Rowe, 1996). Compile data and provide as component to Assessment Report.

Estimated Timeline: Month 1 & 2

Payment Schedule: \$ 2,775

Total for Assess Phase: \$ 13,825

Design Phase

Objective:

1. Create a training curriculum that meaningfully engages managers and helps them to envision measurable targets for diversity and inclusion within their respective departments.

Activity Deliverable:

Refine competency-based training curriculum, finalize curriculum in modules with measurable objectives and instruments to measure impact.

Estimated Timeline: Month 2

Payment Schedule: \$ 3,600

Total for Design Phase: \$ 3,600

Year One Continued

Delivery Phase

Objective:

1. Increase the knowledge, awareness and skills of the top managers within the city to recognize the value of diversity in order to maximize strategic goals for the City. (See below for description of potential modules.)

Activity Deliverable:

Conduct 16 hours of training (4 modules per person) for each of the approximately 225 managers, in groups of 25 managers, over the course of two weeks or appropriate time frame (e.g. two four-hour modules in one day or four four-hour modules in 4 days). Expected time to complete: 9 months. Participants will be developing an action plan for their division, bureau or department. Additionally, a summary report of the pre and post test data as well as satisfaction survey results will be provided.

Estimated Timeline: Month 3-11

Payment Schedule: \$ 36,000. To be paid in \$4,000 increments at the conclusion of providing four modules (for one group of 25 managers).

Objective:

2. Provide consultation for staff to design a diversity component for the City's current Supervisory Leadership Program and New Employee Orientation (NEO) Program that is consistent with the Embracing Diversity-Building the Inclusive City Program.

Activity Deliverable:

Provide 16 hours of consultation to develop a four-hour workshop curriculum for the Leadership Academy Program by summer 2007. Work in collaboration with City staff to produce curriculum complete with learning objectives, timed outline and support materials. In addition, review NEO materials and Employee Handbook to ensure a consistent message is delivered.

Estimated Timeline: Month 3 - 12

Payment Schedule: \$ 2,400

Total for Delivery Phase: \$ 38,400

Evaluate Phase

Objective:

1. Examine the results of the initial pilot.

Activity Deliverable:

Compile pre and post test evaluations and provide report to the Enhancing Diversity Committee.

Estimated Timeline: Month 11

Payment Schedule: \$ 2,700

Total for Evaluate Phase: \$ 2,700

Institutionalize Phase

Objective:

1. Institutionalize the effort

Activity Deliverable:

An internal review panel will query participants on the accomplishment of their action plan. Action plans will be guided by the Cornell framework: Attributes of Inclusive Organizations. Reviews will be provided to their department director and City Manager. NCCJ to provide 40 hours of consultation.

Estimated Timeline: Month 12

Payment Schedule: \$ 6,000

Objective:

2. Develop the internal capacity of the City to provide long term, sustainable change in the areas of diversity and inclusion.

Activity Deliverable:

Provide 24 hours of more in-depth training (4 x 6 hours): human relations education and facilitator training, to a cadre of 20-24 managers from various departments to serve as "Diversity Champions" Potential roles: sponsoring forums, providing coaching to other managers, helping to determine performance benchmarks, holding cultural competency sessions. Provide summary result of pre and post test data as well as satisfaction survey results. (Note: NCCJ may also provide 36 hours of consultation in developing and implementing several forums.)

Estimated Timeline: Month 6 - 8

Manuals and other support materials @ \$10.00 p/person: \$3,500

Payment Schedule: \$ 13,800

Subtotal for Institutionalize Phase: \$ 23,300

Year Two

Institutionalize Phase (continue)

Objective:

3. Increase the knowledge, awareness and skills of the top managers within the city to recognize the value of diversity in order to maximize strategic goals for the City. (See below for description of potential modules.)

Activity Deliverable:

Provide "fast track" training to remaining 1325 supervisors. NCCJ to conduct 8 hours of training (2x 4 hour blocks) for groups of 30 managers and supervisors. Provide summary result of pre and post test data as well as satisfaction survey results.

Estimated Timeline: Month 1 - 12

Payment Schedule: \$ 106,000

Objective:

4. Institutionalize the effort (Years 2 and 3)

Activity Deliverable:

Long term: Enhancing Diversity Committee, or other entity, to provide leadership in integrating the action plans within the City's Strategic Plan and Focus on Results initiative established by the City. NCCJ involvement to be determined.

Objective:

5. Create a tailored product (e.g. manual) that managers can refer to and that can be shared with other municipalities as a "best practice."
Manuals and other support materials: \$ 13,250

Total for Institutionalize Phase: \$ 142,550

Year 3

Disseminate Phase

Objective:

1. Disseminate successes

Activity Deliverable:

The most effective action plans will be compiled in a report that may be titled: "Building the Inclusive City, Best Practices for Managing Diversity and Inclusion, City of Long Beach, California." NCCJ to provide 16 hours of assistance for the completion of this product.

Estimated Timeline: Month 1 – 3

Payment Schedule: \$ 925

Total for Disseminate Phase: \$ 925

Total Project: \$ 202,000

Exhibit B

City of Long Beach
City's Representative
Dora Hogan
Acting Personnel Operation Manager
333. W. Ocean Blvd. – 13th Floor
Long Beach, CA 90802

Exhibit C

City Responsibilities:

1. Provide, upon request, reports, documents, records, City personnel and other data deemed necessary for project development.
2. Provide access to related data and resources. The City's project coordinator will also be available to assist the professional consultant with additional data collection, as needed.
3. Provide project administration through the City's Representative, who will act as the project's focal point for reporting.

Exhibit D

City Of Long Beach Diversity Outreach Program

It is the policy of the City of Long Beach to utilize Disadvantage, Minority, Women, Disabled Veteran, and Long Beach Business enterprises (DBE, MBE, WBE, DVBE, and LBBE) in all aspects of contracting relating to construction, materials and services, professional services, land development-related activities and lease and concessions. This policy applies to all departments reporting to the City Manager (and strongly recommended for adoption by Non-City Manager departments) who may, by their authority, award contracts in the above-referenced areas. The City is fully committed to encouraging the participation of DBEs, MBEs, WBEs, DVBEs, and LBBEs in all phases of procurement and contracting activity.

The City of Long Beach, through the City Council, will take all responsible steps to ensure that DBEs, MBEs, WBEs, DVBEs, and LBBEs have the maximum opportunity to complete for and perform City contracts.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) *
03-22-2007

PRODUCER CalCoast Insurance Agency P.O. Box 1070 4050 Katella - Suite 203 Los Alamitos CA 90720		<div style="border: 1px solid black; padding: 5px; text-align: center;"> RECEIVED APR 02 2007 </div>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED The National Conference For Community & Justice Of Southern California 444 W. OCEAN BLVD SUITE 940 Long Beach CA 90802			INSURERS AFFORDING COVERAGE INSURER A: PHILADELPHIA INSURANCE COMPANIES INSURER B: PHILADELPHIA INDEMNITY INS COMPANY INSURER C: STATE COMPENSATION INS COMPANY INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK188831	09-01-2006	09-01-2007	E/CH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	APPROVED AS TO SUFFICIENCY PHPK188831 <i>Michael O'Neil</i> RISK MANAGER CITY OF LONG BEACH DATE: 4/2/07	09-01-2006	09-01-2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> DIRECTORS & OFFICERS	PHSD209728	09-01-2006	09-01-2007	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ 1,000,000 AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	PHUB069918	09-01-2006	09-01-2007	EA CH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	484-0000328-06	09-01-2006	09-01-2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER PROFESSIONAL LIABILITY	PHPK188831	09-01-2006	09-01-2007	EACH OCCURRENCE \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS ADDITIONAL INSURED PER POLICY # PHPK188831 COVERAGE SHALL BE PRIMARY AND NOT CONTRIBUTING COVERAGE ALSO TO INCLUDE: THE CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF LONG BEACH
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 2525 GRAND AVENUE
 LONG BEACH, CA 90815

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Nich Fitzgerald

POLICY NUMBER: PHPK 188831

COMMERCIAL GENERAL LIABILITY

CG 20 26 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CITY OF LONG BEACH
DEPARTMENT OF HEALTH AND HUMAN SERVICES
2525 GRAND AVENUE
LONG BEACH, CA 90815

APPROVED AS TO SUFFICIENCY
Michael Oleo
RISK MANAGER
CITY OF LONG BEACH
DATE: 4/2/07

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-22-2007

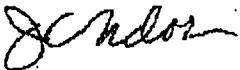
GROUP: 484-0000328-06
POLICY NUMBER:
CERTIFICATE ID:
CERTIFICATE EXPIRES: 09-01-2007
09-01-2006 / 09-01-2007CITY OF LONG BEACH - DEPT OF HEALTH AND HUMAN SERVICES
2525 GRAND AVENUE
LONG BEACH, CA 90815

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2086 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-1991 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

THE NATIONAL CONFERENCE FOR COMMUNITY AND
JUSTICE OF SOUTHERN CALIFORNIA
444 W. OCEAN BLVD SUITE #940
LONG BEACH, CA 90802

PRINTED 03-22-2007

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