

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

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of October 31, 2018, for reference purposes only, pursuant to Resolution No. RES-18-0151 adopted by the City Council of the City of Long Beach at its meeting on October 2, 2018, by and between SCI CONSULTING GROUP, a California corporation ("Consultant"), with a place of business at 4745 Mangels Blvd., Fairfield, California 94534, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to study the feasibility of establishing a benefit assessment for vector control services ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined 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 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 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 Two Hundred Thousand Dollars (\$200,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the

1 necessary funds for such payment by the City in each fiscal year during the term of
2 this Agreement. For the purposes of this Section, a fiscal year commences on
3 October 1 of the year and continues through September 30 of the following year. In
4 the event that the City Council of the City fails to appropriate the necessary funds
5 for any fiscal year, then, and in that event, the Agreement will terminate at no
6 additional cost or obligation to the City.

7 C. Consultant may select the time and place of performance for
8 these services; provided, however, that access to City documents, records and the
9 like, if needed by Consultant, shall be available only during City's normal business
10 hours and provided that milestones for performance, if any, are met.

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

25 E. Consultant represents that Consultant has obtained all
26 necessary information on conditions and circumstances that may affect its
27 performance and has conducted site visits, if necessary.

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on
4 October 2, 2018, and shall terminate at 11:59 p.m. on October 1, 2019, unless sooner
5 terminated as provided in this Agreement, or unless the services or the Project is
6 completed sooner. The term may be extended for two (2) additional one-year periods at
7 the discretion of the City Manager.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's
10 representative, if any, named in Exhibit "C", attached to this Agreement and
11 incorporated by this reference. Consultant shall advise and inform City's
12 representative of the work in progress on the Project in sufficient detail so as to
13 assist City's representative in making presentations and in holding meetings on the
14 Project. City shall furnish to Consultant information or materials, if any, described
15 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
16 shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City
18 for entering this Agreement was and is the reputation and skill of Consultant's key
19 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
20 reference. City shall have the right to approve any person proposed by Consultant
21 to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,
23 Consultant is and shall act as an independent contractor and not an employee,
24 representative or agent of City. Consultant shall have control of Consultant's work and the
25 manner in which it is performed. Consultant shall be free to contract for similar services to
26 be performed for others during this Agreement; provided, however, that Consultant acts in
27 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
28 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;

1 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
2 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
3 the usual and customary rights, benefits or privileges of City employees. Consultant
4 expressly warrants that neither Consultant nor any of Consultant's employees or agents
5 shall represent themselves to be employees or agents of City.

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this
8 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
9 duration of this Agreement, from insurance companies that are admitted to write
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best
11 Company or from authorized non-admitted insurance companies subject to Section
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
13 by A.M. Best Company, the following insurance:

14 i. Commercial general liability insurance (equivalent in
15 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
16 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
17 This coverage shall include but not be limited to broad form contractual
18 liability, cross liability, independent contractors liability, and products and
19 completed operations liability. City, its boards and commissions, and their
20 officials, employees and agents shall be named as additional insureds by
21 endorsement (on City's endorsement form or on an endorsement equivalent
22 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
23 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
24 and this insurance shall contain no special limitations on the scope of
25 protection given to City, its boards and commissions, and their officials,
26 employees and agents. This policy shall be endorsed to state that the insurer
27 waives its right of subrogation against City, its boards and commissions, and
28 their officials, employees and agents.

1 ii. Workers' Compensation insurance as required by the
2 California Labor Code and employer's liability insurance in an amount not
3 less than \$1,000,000. This policy shall be endorsed to state that the insurer
4 waives its right of subrogation against City, its boards and commissions, and
5 their officials, employees and agents.

6 iii. Professional liability or errors and omissions insurance
7 in an amount not less than \$1,000,000 per claim.

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

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

16 C. Each insurance policy shall be endorsed to state that coverage
17 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
18 written notice to City, shall be primary and not contributing to any other insurance
19 or self-insurance maintained by City, and shall be endorsed to state that coverage
20 maintained by City shall be excess to and shall not contribute to insurance or self-
21 insurance maintained by Consultant. Consultant shall notify City in writing within
22 five (5) days after any insurance has been voided by the insurer or cancelled by the
23 insured.

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

1 the date this Agreement expires or is terminated.

2 E. Consultant shall require that all subconsultants or contractors
3 that Consultant uses in the performance of these services maintain insurance in
4 compliance with this Section unless otherwise agreed in writing by City's Risk
5 Manager or designee.

6 F. Prior to the start of performance, Consultant shall deliver to City
7 certificates of insurance and the endorsements for approval as to sufficiency and
8 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
9 insurance, furnish to City certificates of insurance and endorsements evidencing
10 renewal of the insurance. City reserves the right to require complete certified copies
11 of all policies of Consultant and Consultant's subconsultants and contractors, at any
12 time. Consultant shall make available to City's Risk Manager or designee all books,
13 records and other information relating to this insurance, during normal business
14 hours.

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

21 H. The procuring or existence of insurance shall not be construed
22 or deemed as a limitation on liability relating to Consultant's performance or as full
23 performance of or 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 under this

1 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
2 of City, except that Consultant may with the prior approval of the City Manager of City,
3 assign any moneys due or to become due Consultant under this Agreement. Any
4 attempted assignment or delegation shall be void, and any assignee or delegate shall
5 acquire no right or interest by reason of an attempted assignment or delegation.
6 Furthermore, Consultant shall not subcontract any portion of its performance without the
7 prior approval of the City Manager or designee, or substitute an approved subconsultant
8 or contractor without approval prior to the substitution. Nothing stated in this Section shall
9 prevent Consultant from employing as many employees as Consultant deems necessary
10 for performance of this Agreement.

11 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
12 certifies that, at the time Consultant executes this Agreement and for its duration,
13 Consultant does not and will not perform services for any other client which would create
14 a conflict, whether monetary or otherwise, as between the interests of City and the interests
15 of that other client. Consultant further certifies that Consultant does not now have and shall
16 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
17 other source of income, interest in real property or investment which would be affected in
18 any manner or degree by the performance of Consultant's services hereunder. And,
19 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
20 and contractors.

21 8. MATERIALS. Consultant shall furnish all labor and supervision,
22 supplies, materials, tools, machinery, equipment, appliances, transportation and services
23 necessary to or used in the performance of Consultant's obligations under this Agreement,
24 except as stated in Exhibit "D".

25 9. OWNERSHIP OF DATA. All materials, information and data
26 prepared, developed or assembled by Consultant or furnished to Consultant in connection
27 with this Agreement, including but not limited to documents, estimates, calculations,
28 studies, maps, graphs, charts, computer disks, computer source documentation, samples,

1 models, reports, summaries, drawings, designs, notes, plans, information, material and
2 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
3 and City shall have the unrestricted right to use and disclose the Data in any manner and
4 for any purpose without payment of further compensation to Consultant. Copies of Data
5 may be retained by Consultant but Consultant warrants that Data shall not be made
6 available to any person or entity for use without the prior approval of City. This warranty
7 shall survive termination of this Agreement for five (5) years.

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

18 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
19 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
20 performing its services, during the term of this Agreement and for five (5) years following
21 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
22 all information, whether written, oral or visual, obtained by any means whatsoever in the
23 course of performing its services for the same period of time. Consultant shall not disclose
24 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
25 of others except for the purpose of this Agreement.

26 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available

1 without breach of this Agreement by Consultant; or (c) a third party who has a right to
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

5 A. Any costs incurred by City due to Consultant's failure to meet
6 the standards required by the scope of work or Consultant's failure to perform fully
7 the tasks described in the scope of work which, in either case, causes City to request
8 that Consultant perform again all or part of the Scope of Work shall be at the sole
9 cost of Consultant and City shall not pay any additional compensation to Consultant
10 for its re-performance.

11 B. If the Project involves construction and the scope of work
12 requires Consultant to prepare plans and specifications with an estimate of the cost
13 of construction, then Consultant may be required to modify the plans and
14 specifications, any construction documents relating to the plans and specifications,
15 and Consultant's estimate, at no cost to City, when the lowest bid for construction
16 received by City exceeds by more than ten percent (10%) Consultant's estimate.
17 This modification shall be submitted in a timely fashion to allow City to receive new
18 bids within four (4) months after the date on which the original plans and
19 specifications were submitted by Consultant.

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

23 15. LAW. This Agreement shall be construed in accordance with the laws
24 of the State of California, and the venue for any legal actions brought by any party with
25 respect to this Agreement shall be the County of Los Angeles, State of California for state
26 actions and the Central District of California for any federal actions. Consultant shall cause
27 all work performed in connection with construction of the Project to be performed in
28 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,

1 county or municipal governments or agencies (including, without limitation, all applicable
2 federal and state labor standards, including the prevailing wage provisions of sections 1770
3 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
4 marshal, health officer, building inspector, or other officer of every governmental agency
5 now having or hereafter acquiring jurisdiction.

6 16. PREVAILING WAGES.

7 A. Consultant agrees that all public work (as defined in California
8 Labor Code section 1720) performed pursuant to this Agreement (the "Public
9 Work"), if any, shall comply with the requirements of California Labor Code sections
10 1770 *et seq.* City makes no representation or statement that the Project, or any
11 portion thereof, is or is not a "public work" as defined in California Labor Code
12 section 1720.

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

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

27 18. INDEMNITY.

28 A. Consultant shall indemnify, protect and hold harmless City, its

1 Boards, Commissions, and their officials, employees and agents (“Indemnified
2 Parties”), from and against any and all liability, claims, demands, damage, loss,
3 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
4 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
5 in connection with (1) Consultant’s breach or failure to comply with any of its
6 obligations contained in this Agreement, including any obligations arising from the
7 Project’s compliance with or failure to comply with applicable laws, including all
8 applicable federal and state labor requirements including, without limitation, the
9 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
10 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
11 employees, agents, subcontractors, or anyone under Consultant’s control, in the
12 performance of work or services under this Agreement (collectively “Claims” or
13 individually “Claim”).

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

23 C. If a court of competent jurisdiction determines that a Claim was
24 caused by the sole negligence or willful misconduct of Indemnified Parties,
25 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the
26 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
27 percentage of willful misconduct attributed by the court to the Indemnified Parties.

28 D. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

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

4 20. NONDISCRIMINATION.

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

15 B. It is the policy of City to encourage the participation of
16 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
17 procurement process, and Consultant agrees to use its best efforts to carry out this
18 policy in its use of subconsultants and contractors to the fullest extent consistent
19 with the efficient performance of this Agreement. Consultant may rely on written
20 representations by subconsultants and contractors regarding their status.
21 Consultant shall report to City in May and in December or, in the case of short-term
22 agreements, prior to invoicing for final payment, the names of all subconsultants
23 and contractors hired by Consultant for this Project and information on whether or
24 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
25 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

26 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
27 accordance with the provisions of the Ordinance, this Agreement is subject to the
28 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the

1 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

25 22. NOTICES. Any notice or approval required by this Agreement shall
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
27 postage prepaid, addressed to Consultant at the address first stated above, and to City at
28 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy

1 to the City Engineer at the same address. Notice of change of address shall be given in
2 the same manner as stated for other notices. Notice shall be deemed given on the date
3 deposited in the mail or on the date personal delivery is made, whichever occurs first.

4 23. COPYRIGHTS AND PATENT RIGHTS.

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

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

11 C. Consultant warrants that the Data does not violate or infringe
12 any patent, copyright, trade secret or other proprietary right of any other party.
13 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
14 and employees harmless from any and all claims, demands, damages, loss, liability,
15 causes of action, costs or expenses (including reasonable attorney's fees) whether
16 or not reduced to judgment, arising from any breach or alleged breach of this
17 warranty.

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

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

1 Agreement shall not constitute a waiver of any other or subsequent breach of this
2 Agreement.

3 26. CONTINUATION. Termination or expiration of this Agreement shall
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
5 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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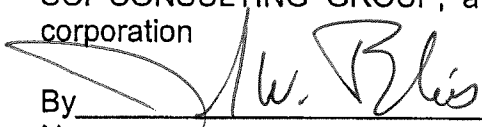
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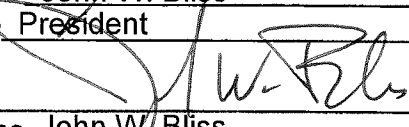
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

SCI CONSULTING GROUP, a California corporation

_____, 2018

By 
Name John W. Bliss
Title President

_____, 2018

By 
Name John W. Bliss
Title Secretary

**Tom Modica
Assistant City Manager**

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**


"Consultant"

CITY OF LONG BEACH, a municipal corporation

, 2018

By 
City Manager

"City"

This Agreement is approved as to form on , 2018.

CHARLES PARKIN, City Attorney

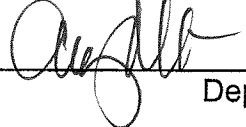
By 
Deputy

EXHIBIT “A”

Scope of Work

May 21, 2018

Submitted electronically
Nelson.Kerr@longbeach.gov

Nelson Kerr, MPA, REHS | Manager
Bureau of Environmental Health
Long Beach Department of Health & Human Services
2525 Grand Avenue, Long Beach, CA 90815

Re: Proposal for Comprehensive Funding for the City of Long Beach's Vector Control Program

Dear Nelson:

SCI Consulting Group ("SCI"), is pleased to submit this Proposal for a comprehensive funding for the Vector Control Program of the City of Long Beach's Department of Health and Human Services, Bureau of Environmental Health ("Bureau"). SCI understands that the Bureau is responsible for vector control services in the City of Long Beach, apart from areas east of Lakewood Blvd. (served by Greater Los Angeles Vector Control District) and a small area in the northwest section of Long Beach (served by Compton Creek Mosquito Abatement District). Further, we understand the Bureau wishes to examine the feasibility of, and potentially implement, a benefit assessment to provide reliable, long-term funding in support of the Bureau's vector control mission and operations.

Specifically, SCI would assist with the following primary tasks:

1. Funding Measure Feasibility Analysis
2. Public Outreach
3. Implementation of a Proposition 218-Compliant Benefit Assessment

We respectfully submit the following factors when considering our Proposal:

BENEFIT ASSESSMENT SUCCESS AND EXPERTISE With over 33 years of experience in this specialized field, we are proud of our industry-leading record of success with assisting public agencies with increasing their revenues. For agency-wide revenue measures which include a survey, SCI has a success rate of over 91% with over 130 successful ballot measures.

COMPREHENSIVE KNOWLEDGE OF LOS ANGELES COUNTY SCI has worked extensively throughout Los Angeles, and currently provides opinion research, community outreach, assessment engineering, special tax consulting, and other consulting services to agencies including:

- Greater Los Angeles County Vector Control District
- San Gabriel Valley Mosquito and Vector Control District
- Cities of Avalon, Diamond Bar, Los Angeles, Palmdale, Temple City and West Hollywood
- Claremont, Culver City, Duarte, Glendale, and Las Virgenes School Districts

SUCCESSFUL IMPLEMENTATION OF REVENUE MECHANISMS FOR MOSQUITO AND VECTOR CONTROL Below is a partial list of SCI's successful ballot measures (both special taxes and benefit assessments) for mosquito and vector control services. SCI has formed more benefit assessments or special taxes for mosquito and vector control than all other firms in California, combined.

<i>Agency</i>	<i>Rate</i>	<i>Annual Revenues</i>
Alameda County Mosquito Abatement District	\$2.50	\$1,135,175
Alameda County VCSD - annexation areas Fremont and Emeryville	\$10.00	\$671,552
Alameda County Vector Control Services District	\$4.08	\$1,600,847
Butte County Mosquito & Vector Control District	\$9.69	\$774,093
Delta Vector Control District	\$6.50	\$819,192
Fresno Mosquito & Vector Control District	\$5.00	\$568,374
Fresno Westside Mosquito Abatement District	\$44.91	\$532,674
Glenn County Mosquito Abatement Program	\$26.48	\$219,914
Inyo County - Owens Valley Mosquito Abatement Program, 1st Asmt	\$20.80	\$204,443
Inyo County - Owens Valley Mosquito Abatement Program, 2nd Asmt	\$24.22	\$200,436
Lake County Vector Control District ** (total rev includes 2 zones)	\$15.36/\$7.68	\$539,497
Mosquito & Vector Mgmt District of Santa Barbara	\$9.97	\$579,008
Napa County Mosquito Abatement District	\$19.50	\$1,020,415
Northern Salinas Valley Mosquito Abatement District	\$5.96	\$494,706
Northwest Mosquito Vector Control - Riverside	\$10.16	\$544,998
Orange County VCD	\$6.75	\$5,684,286
Oroville Mosquito Abatement District	\$13.14	\$103,073
Placer Mosquito and Vector Control District - Perm. Facility Asmt	\$10.11	\$1,615,799
Placer Mosquito and Vector Control District - West & East	\$18.11	\$2,485,373
San Benito County Vector Control Program	\$11.22	\$211,923
San Diego County - Vector Control Program	\$7.07	\$6,464,771
San Joaquin County Mosquito & Vector Control Dist.	\$9.29	\$2,023,962
San Mateo County Mosquito Abatement Dist. - annexation	\$18.15	\$1,572,254.00
Santa Clara County - Vector Control District	\$8.36	\$4,310,181
Shasta Mosquito & Vector Control District	\$18.00	\$1,160,297
Shasta Mosquito & Vector Control District - annexation	\$25.14	\$146,741
Tehama County Mosquito & Vector Control Dist. - In District	\$7.36	\$136,789
Tehama County Mosquito & Vector Control District - annexation	\$24.58	\$232,241
Ventura County - Mosquito Abatement Program	\$5.22	\$1,241,800
West Valley Mosquito and Vector Control Dist.	\$13.12/\$20.70	\$2,996,782

PROPOSITION 218 BENEFIT ASSESSMENT EXPERTISE Through the process of designing and establishing so many new post-Proposition 218 benefit assessments and working on these projects with many of the leading Proposition 218 specialized attorneys in the State, we have gained unparalleled legal and Proposition 218 compliance expertise.

COMMUNITY OUTREACH EXPERTISE SCI has a long history of developing and implementing successful vector-related and other community outreach initiatives and programs for our clients, including the critical development of key branding and messaging. Our approach is based upon the distribution of key messages and supporting information as part of our comprehensive community outreach through talking points, FAQs, newsletters, mailers, e-mail, text, social media such as nextdoor.com, door-to-door

contact, website, hotline, small group meetings, community-wide open house meetings and public hearings.

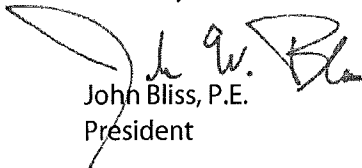
Over the last 24 months, political communication and discourse have gone through a profound change throughout the United States and especially here in California. SCI has identified three major communication themes for this project:

- **Straightforward messaging, but with significant supporting detail and analysis**
Rigorous engineering and financial analysis give much-needed heft and credibility to an effort to increase local revenues.
- **Authenticity and credibility are critical**
Authentic communication means communication should be professional but not slick, it should be honest and not overly rehearsed, and it should be passionate but not theatrical. The public does not demand perfection from local government, but it now does demand absolute credibility and full truthfulness.
- **Direct public engagement is a must**
Authenticity also means direct, uninhibited communication with the public, often in the form of face-to-face community meetings. E-mails and phone calls from known sources can also be effective.

This Proposal and associated fee cover all work described in the Scope. This Proposal is binding for 90 days from May 21, 2018.

We look forward to this opportunity in assisting the Bureau with this important project and stand ready to proceed. If you have any questions or require additional information, please do not hesitate to contact me. I can be reached at (707) 430-4300 or via email at john.bliss@sci-cg.com.

Sincerely,



John Bliss, P.E.
President

APPROACH AND SCOPE OF WORK

Our proposed approach to the project is segmented into three primary tasks outlined as follows.

It should be noted that this Proposal contains information and a description of services and project approaches and procedures that are trade secrets as defined by Government Code Section 6254.7. This Proposal contains a description of a unique process, approach and procedures that are known only to SCI Consulting Group and which are not known or used by other competitors. This Proposal should not be duplicated or distributed to parties other than the individuals in the Bureau who will be involved with the project in whole or in part without the expressed written consent of SCI Consulting Group.

1. Funding Measure Feasibility Analysis

SCI would begin this project with a kickoff meeting with the Bureau. At this meeting, the project goals and overall approach will be refined, along with required deliverables and project timelines for the project.

Initial Feasibility Analysis and Planning

Our approach for these services will begin with a comprehensive analysis of the desired improvements and services, property ownership, voter statistics, tax base, and demographic and political profiles in the Bureau. We will also analyze various community factors that may affect the proposed funding measure, such as other local issues and funding measures. We perform these services by first collecting data from the Bureau, the County Assessor, the Registrar of Voters, planning agencies and other information sources. After this extensive data has been compiled, we will analyze it in context with the Bureau's goals, and other community factors in Long Beach. This detailed research and analysis will provide SCI with a solid understanding of the factors that will be used as the foundation for designing and evaluating the potential vector control services funding measure.

Public Opinion Research and Survey

SCI has developed a sophisticated research methodology for identifying the priorities of voters or property owners and their support for a local funding measure and how best to package the measure for success. One of the primary strengths of the recommended approach is its proven ability to most accurately identify support for a property owner mailed ballot proceeding, not only on an overall basis, but also from different types of property owners, such as single family residential, business, industrial, apartment, vacation property owners and investment property owners. Moreover, the recommended approach and methodology have proven to provide accurate and reliable research findings in a wide range of socio and economic environments such as rural areas, urban communities, ranges of income, and a variety of ethnic backgrounds.

The election environments, legal and logistical considerations, as well as the campaign opportunities for property owner mailed ballot proceedings, are quite different from registered voter elections for special taxes (such as bonds or parcel taxes) – so it is important that the research methodology take these differences into account in order to ensure reliable results. The methodology developed by SCI does exactly that, and it has proven to be materially more accurate than phone surveys in predicting actual ballot results for benefit assessments.

Due to the demonstrated higher level of accuracy and improved ability to reach all types of property owners and voters, SCI recommends a mailed survey approach specifically tailored to account for the unique aspects of the potential benefit assessment, services and other specifics. This recommended approach is one of the keys to ensuring that the Bureau will receive accurate, reliable data and advice regarding property owner, voter and residents' priorities and support for a local benefit assessment funding measure for vector control improvements and services.

For the feasibility of a benefit assessment to be evaluated, a scientific, stratified and randomized mailed survey is the recommended data collection technique. The mailed surveys would also be used as the primary tool to determine community priorities for vector control services. Once final drafts of the documents for the mailed survey meet the approval of the Bureau, they will be printed. As a next step, the voter information and mailing address will be added and the surveys will be packaged with the included information items and postage-paid return envelope. After the results of this survey have been obtained (which will be discussed in further detail in the following sections), they will be analyzed and provided to the Bureau with the most accurate prediction of support.

For this research project, SCI recommends a mailed survey be sent to 20,000 property owners in the services area in the City of Long Beach. This sample size will provide sufficient data to develop a model of participation for all likely voters for a parcel tax. This phase should provide a confidence level of 95% with typical margin of error of +/- 2.0%.

Once the surveys are returned, SCI will process the responses from the survey and will prepare the data for analysis. SCI will also develop several filtering schemes and weighting matrices to simulate ballot measure outcomes for a parcel tax. At the conclusion of our analysis, we will prepare a comprehensive report summarizing findings from the opinion research and make recommendations regarding property owner-voters' priorities, as well as the feasibility of moving forward with a ballot measure to fund vector control services. The report will also include additional value-added elements, such as an outline of the recommended action plan for proceeding with a local funding measure, profiles of likely supporters and opponents for a ballot measure, priorities and funding support by type of project, and key messaging elements and strategies.

Staff and Stakeholder Interviews

In addition to the mailed survey, SCI would conduct some one-on-one and group interviews, primarily with critical stakeholders (e.g., staff and community leaders, etc.) to further understand community preferences and goals.

Once the final report has been prepared, we recommend having a meeting with the Bureau to discuss the results of the research and suggest next steps for the Bureau. In addition, the scope of services includes a formal presentation of the survey results, findings and recommendations to the Bureau.

Deliverables:

- Initial kickoff meeting
- Analysis of voters and parcel tax base
- Preliminary parcel tax analysis and alternative parcel tax methodologies
- Mailed survey, accompanying informational item, outgoing and postage-prepaid return envelope to a randomized, stratified sample of all registered voters and property owners
- Interviews with critical stakeholders
- A Survey Report of recommendations for implementing a successful revenue mechanism

2. Public Outreach and Consensus-Building

Clear, concise and appropriate educational outreach is one of the most important elements for a successful ballot outcome. If the community is adequately informed about the issues, and the messaging and approach are based upon extensive experience with other successful property owner and voter ballot measures, the Bureau's proposed assessments will have good prospects for a successful outcome.

SCI's unparalleled track record of success is, in large part, due to our extensive expertise in this area.

SCI shall assist with public informational and educational outreach strategies and property owner informational services. Our firm's informational outreach efforts, which will continue up to and throughout the ballot proceeding, include tasks necessary to ensure the property owners are adequately informed about the assessment ballot proceeding and the proposed services/improvements in their area prior to the mailing of ballots. Throughout this process, SCI will work closely with volunteers, City staff and other stakeholders.

Deliverables:

- Development of outreach plan
- Development of FAQs, e-mail text, talking points, scripts, PowerPoint presentations, etc. in support of community outreach
- Staff training

3. Assessment Engineering and Engineer's Report

Assessment Engineering

For the benefit assessment engineering process, SCI will begin by integrating our findings from the previous feasibility analysis into the assessment engineering analysis. SCI will utilize the multi-year revenue and expense proformas developed in conjunction with the Bureau as an important basis for the budgets and cost estimates provided within the Engineer's Report.

Comprehensive assessment engineering work will include defining the proportional assessment rate methodology along with separation and quantification of special and general benefits from the proposed improvements and services. SCI will use its industry leading benefit assessment engineering expertise to develop a benefit assessment methodology that fully complies with the legal and procedural requirements for a new, post-Proposition 218 benefit assessment, including the court's direction in *Silicon Valley Taxpayers Association v. Santa Clara County Open Space Authority*, *Dahms v. City of Pomona*, *Greene v. Marin County Flood Control and Water Conservation District* and *Robert Beutz v. County of Riverside* and other Proposition 218 decisions.

We will present these fiscal plans, our data review and analysis, and the proposed assessment methodology, levies and budgets to the Bureau in a review session. Issues uncovered by the review will be highlighted and remedies suggested. After the Bureau and City Attorney have reviewed the data and information, we will prepare an Engineer's Report that fully meets the requirements of Articles XIII C and XIII D of the California Constitution (Proposition 218), the Government Code and other relevant code sections.

The Engineer's Report will be prepared by Jerry Bradshaw, P.E. and John Bliss, P.E., both assessment engineers with extensive benefit assessment engineering experience for infrastructure assessments. The report will include a detailed description of the assessment plans for the improvements and services, future capital and facility improvement needs, a detailed cost estimate, an analysis of special and general benefits, the rationale used for the assessment apportionment, the method of assessment apportionment, calculation of the specific proposed assessment amount for each parcel in the proposed Study Area district, an assessment diagram, and other elements.

After the Engineer's Report has been prepared, it will be reviewed with Bureau staff and, if necessary, shall be revised to reflect any relevant comments or issues identified. SCI shall also finalize the assessment levies, assessment roll, assessment diagrams, and other information for preliminary Bureau approval. SCI will also prepare draft resolutions, notices and other materials and documents required or recommended for the proposed assessments. Such documents shall be finalized in conjunction with the City Attorney.

At the culmination of these services, SCI shall present the findings, proposed assessment levies and Engineer's Report to the Bureau staff and the City Council.

Assessment Ballot Proceeding

Services under this Task would include designing, printing, addressing and mailing of the notice and assessment ballots to all property owners in the served portion of the City. The design of the official notice and assessment ballot and supporting informational items and mailers is one of the most important elements of a successful ballot outcome. SCI will utilize its unmatched expertise and track record to design a notice and ballot and informational items that clearly and concisely explain the reason for the mosquito and vector control services and that meet all legal requirements.

After the draft notice and ballot are prepared, they will be provided to the Bureau and City Attorney for review and comment. Feedback and comments will be incorporated before the documents are finalized.

After the notice and ballot are finalized, SCI will oversee the printing and addressing of the ballots. This work may be performed by printing and mailing firms with industry leading experience with Registered Voter elections and assessment ballot proceedings. After the notices and ballots are printed and addressed, they will be mailed, pursuant to the California Constitution and the Government Code, to all property owners in the proposed district annexation area with a proposed assessment.

SCI will employ its well-proven barcoded Ballot ID system on this balloting, which will facilitate efficient and effective tabulation. (Tabulation will be performed by others.)

Throughout the balloting, SCI will also field and respond to property owner inquiries, will research and confirm new owners that are not reflected on the official county property ownership records and will issue replacement ballots. SCI will also prepare resolutions, documents and information for the public hearing and will assist the Bureau and City Attorney with responding to property owner testimony at the public hearing.

Deliverables:

- Development of Proposition 218-compliant Engineer's Report
- Design and development of notice, ballot, envelopes, resolutions and all supporting documents for a Proposition 218 balloting
- Printing, mailing, addressing and postage for Proposition 218 balloting within the service area
- Balloting process support
- Tabulation process support, but not staffing
- First year levy submittal to the County Auditor
- First year manual billing as needed to non-taxable parcels

FIRM OVERVIEW

About SCI

Established in 1985, SCI is a widely recognized public finance consulting firm with leading expertise in assisting public agencies in California to fund new services and improvements. For local funding measures encompassing entire cities, counties or special districts, SCI has a success rate of about 90% with over 130 successful local funding revenue measures. In fact, SCI has formed more successful agency-wide post-Proposition 218 benefit assessments than all other assessment engineering firms in California, combined. Our success is attributed to our unique capability of assisting public agencies in evaluating the feasibility of, and voter support for, a local funding measure before an agency makes the crucial decision whether to proceed.

Since Proposition 218 was passed in 1996, SCI has successfully established over 100 new agency-wide assessments in California, including 30 new benefit assessments for mosquito and vector control that encompass entire cities or agency boundaries. This is more expertise with agency-wide Proposition 218 benefit assessments than all other firms in the State, combined. Through the process of designing and establishing so many new post-Proposition 218 benefit assessments and working on these projects with many of the leading Proposition 218 specialized attorneys in the State, we have gained extensive legal and Proposition 218 compliance expertise.

PROJECT STAFFING

SUSAN BARNES, SENIOR CONSULTANT

Susan Barnes specializes in and leads opinion research and new local revenue measure balloting projects, including both benefit assessments and special taxes. She also manages the annual administration of several local funding measures. She uses her excellent facilitation and public speaking experience when working with staff and board members, as well as with constituent groups. Susan's diligent work enables agencies to raise the funds needed to obtain and maintain the facilities and services their communities desire. She also utilizes her broad project management experience to deliver her projects on time and on budget. Susan earned a Bachelor of Science degree in Business Administration from UC Berkeley, and a Master's Degree in Organizational Development from Sonoma State University.

If selected, Susan will serve as SCI's Project Manager.

JERRY BRADSHAW, P.E., SENIOR ENGINEER, LICENSE NO. C45884

Jerry Bradshaw brings over 20 years of civil engineering experience, much of it working as a City Engineer and Public Works Director for two Bay Area cities, including 12 years for San Bruno in San Mateo County. During that time, he has been very active in engineering, construction and operations and maintenance of public facilities such as storm drainage and flood control and has also been involved in numerous ballot measures. While at SCI, Mr. Bradshaw has worked on several projects involving ballot measures and new assessment formations. This includes the recent efforts in the cities of Orange and Placentia where he was the project manager for the formation of new landscape maintenance districts in Proposition 218 ballot proceedings. He is also assisting the City of Sacramento with a storm drainage measure and the San Mateo County Countywide Water Pollution Prevention Program (C/CAG) on a possible county-wide funding measure.

JOHN BLISS, M.ENG., P.E., PRESIDENT AND SENIOR ENGINEER, LICENSE NO. C52091

John Bliss, a professional engineer and President of SCI, specializes in special tax consulting, assessment engineering, special and general benefit analysis, crafting legally compliant, robust Engineer's Reports, assessment administration, cost estimating and budgeting, database design and implementation, regulatory compliance, and revenue measure formations. He has 15 years of experience in this field of expertise. Mr. Bliss graduated from Brown University with a Bachelor of Science Degree in Engineering, and holds a Master's Degree in Civil Engineering from The University of California, Berkeley, where he was a Regent's Scholar. He is a licensed professional Civil Engineer in the State of California and is a LEED accredited professional.

SIMILAR PROJECTS

Below are summaries of some of the relevant projects that we have worked on. We encourage you to contact these clients regarding our experience and approach.

Placer Mosquito and Vector Control District

2021 Opportunity Drive
Roseville, CA 95678
(916) 380-5444

CONTACT: Joel Buettner, General Manager

EMAIL: joelb@placermosquito.org

SCI helped the District with the annexation and successful assessment ballot measure of the eastern portion of the County in 2004, and again in 2007 for a county-wide assessment (except the community of Sheridan) to support expanded services and a permanent facility. Again, SCI effectively guided the District on providing useful information to residents and property owners about the District and the proposed services. We continue to administer these benefit assessments.

Santa Clara County Mosquito and Vector Control Program

1580 Berger Drive
San Jose, CA 95112
(408) 918-1955

CONTACT: Nayer Zahiri, District Manager

EMAIL: nayer.zahiri@cep.sccgov.org

SCI accurately and successfully handled a county-wide new mosquito and vector control assessment for Santa Clara County, encompassing over 460,000 parcels. We currently administer this large and important benefit assessment. As a crucial component of our professional services, we have made yearly enhancements to the assessment methodology and legal justification to improve Proposition 218 compliance.

Northwest Mosquito and Vector Control District

1966 Compton Avenue
Corona, CA 92881-3318
(951) 340-9792

CONTACT: Major Dhillon Ph.D., District Manager

EMAIL: mdhillon@northwestmvcd.org

SCI helped the District with the annexation of, and successful assessment ballot measure in the City of Canyon Lake in 2010, and again in 2013 with the annexation/ballot measure of the City of Riverside, doubling the number of residents served by the District. SCI effectively guided the District and the City of Riverside on providing useful information to residents and property owners about the District and the proposed services. We continue to administer these benefit assessments.

FEE SCHEDULE

In consideration for the work accomplished, as outlined in this Proposal, SCI's work shall be compensated as detailed below:

1. Funding Measure Feasibility Analysis

Services as described in the Scope of Work shall be compensated at \$34,500.

2. Public Outreach

Services as described in the Scope of Work shall be compensated at \$9,500.

3. Implementation of a Proposition 218-Compliant Benefit Assessment

Services as described in the Scope of Work shall be compensated at \$138,250. Please note that this fee includes all costs associated with balloting other than legal review and staffing of tabulation. (For tabulations, SCI will provide training, software, barcode scanners, etc., and

recommends that the Bureau budget \$9,500 for tabulation costs.) This fee also includes the levy administration work, submittal of the levy roll to the Los Angeles County Auditor and manual billing of non-taxable parcels for the first year.

Incidental costs incurred by SCI for the purchase of travel and other out-of-pocket expenses will be reimbursed at actual cost, with the total not to exceed \$6,500 without prior authorization from the City. The scope of services includes six staff meetings. Any additional staff meetings, if required, shall be billed at the rate of \$1,500 per person, per meeting.

OTHER INFORMATION

EMPLOYMENT POLICIES

SCI does not and shall not discriminate against any employee in the work place or against any applicant for such employment or against any other person because of race, religion, sex, color, national origin, handicap, or age or any other arbitrary basis. SCI ensures compliance with all civil rights laws and other related statutes.

CONFLICT OF INTEREST STATEMENTS

SCI has no known past, ongoing or potential conflicts of interest for working with the Bureau, performing the Scope of Work or any other service for this Project.

INSURANCE

SCI carries professional Errors and Omissions insurance in the amount of \$2 million per occurrence and \$2 million aggregate. SCI also carries general liability insurance in the amount of \$2 million per occurrence and \$4 million aggregate.

INDEPENDENT CONTRACTOR

If selected, SCI shall perform all services included in this Proposal as an independent contractor

SCOPE OF WORK

In the event the Bureau elects to request optional, additive scope of work, SCI will work with the Bureau to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.

RESPONSIBILITIES OF BUREAU

SCI will make every effort to minimize the workload on the Bureau, but may need assistance, iteratively, with project overview and history, scheduling and budgeting.

COORDINATION WITH BUREAU

SCI will coordinate services with Bureau staff through frequent and concise communications including face-to-face meetings, telephone calls and e-mail.

EXHIBIT “B”

Rates or Charges

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EXHIBIT “C”

City’s Representative:

Nelson Kerr, Environmental Health Bureau
Manager

(562) 570-4170

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

John Bliss, President