

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 AGREEMENT

2 **35373**

3 THIS AGREEMENT is made and entered, in duplicate, as of August 26,  
4 2019, for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on May 21, 2019, by and between R.S. CAMPBELL  
6 CONSULTING, INC., a California corporation ("Consultant"), with a place of business at  
7 220 10th St., Seal Beach, CA 90740, and the CITY OF LONG BEACH, a municipal  
8 corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with professional services supporting the deployment of the  
11 proprietary software system Envision Connect (EC) ("Project"); and

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

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

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

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly  
23 described in Exhibit "A", attached to this Agreement and incorporated by this  
24 reference, in accordance with the standards of the profession, and City shall pay for  
25 these services in the manner described below, not to exceed One Hundred Ten  
26 Thousand Five Hundred Dollars (\$110,500) annually with a ten percent (10%)  
27 contingency in the amount of Eleven Thousand Fifty Dollars (\$11,050), at the rates  
28 or charges shown in Exhibit "B".

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

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

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

E. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

2 F. CAUTION: Consultant shall not begin work until this  
3 Agreement has been signed by both parties and until Consultant's evidence of  
4 insurance has been delivered to and approved by City.

5 2. TERM. The term of this Agreement shall commence at midnight on  
6 September 1, 2019, and shall terminate at 11:59 p.m. on August 31, 2021, unless sooner  
7 terminated as provided in this Agreement, or unless the services or the Project is  
8 completed sooner. The City shall have the option to extend the term for three (3) additional  
9 one-year periods, at the discretion of the City Manager.

10 3. COORDINATION AND ORGANIZATION.

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

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

24 4. INDEPENDENT CONTRACTOR. In performing its services,  
25 Consultant is and shall act as an independent contractor and not an employee,  
26 representative or agent of City. Consultant shall have control of Consultant's work and the  
27 manner in which it is performed. Consultant shall be free to contract for similar services to  
28 be performed for others during this Agreement; provided, however, that Consultant acts in

1 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
2 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
3 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
4 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of  
5 the usual and customary rights, benefits or privileges of City employees. Consultant  
6 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
7 shall represent themselves to be employees or agents of City.

8           5.     INSURANCE.

9           A.     As a condition precedent to the effectiveness of this  
10 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
11 duration of this Agreement, from insurance companies that are admitted to write  
12 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
13 Company or from authorized non-admitted insurance companies subject to Section  
14 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
15 by A.M. Best Company, the following insurance:

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

1 waives its right of subrogation against City, its boards and commissions, and  
2 their officials, employees and agents.

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

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

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

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

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

26 D. If this coverage is written on a "claims made" basis, it must  
27 provide for an extended reporting period of not less than one hundred eighty (180)  
28 days, commencing on the date this Agreement expires or is terminated, unless

1 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,  
2 continuing coverage for a period of not less than three (3) years, commencing on  
3 the date this Agreement expires or is terminated.

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

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

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

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

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
27 contemplates the personal services of Consultant and Consultant's employees, and the  
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

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

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

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

27 9. OWNERSHIP OF DATA. All materials, information and data  
28 prepared, developed or assembled by Consultant or furnished to Consultant in connection

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

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

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

28           12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for



1 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
2 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available  
3 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
4 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
5 disclosed pursuant to subpoena or court order.

6 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

25 15. LAW. This Agreement shall be construed in accordance with the laws  
26 of the State of California, and the venue for any legal actions brought by any party with  
27 respect to this Agreement shall be the County of Los Angeles, State of California for state  
28 actions and the Central District of California for any federal actions. Consultant shall cause

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

8 16. PREVAILING WAGES.

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

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

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

1                   18.    INDEMNITY.

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

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

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

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

2 D. The provisions of this Section shall survive the expiration or  
3 termination of this Agreement.

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

6 20. NONDISCRIMINATION.

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

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

28 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

1 accordance with the provisions of the Ordinance, this Agreement is subject to the  
2 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
3 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

27           22. NOTICES. Any notice or approval required by this Agreement shall  
28 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,

1 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
2 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
3 to the City Engineer at the same address. Notice of change of address shall be given in  
4 the same manner as stated for other notices. Notice shall be deemed given on the date  
5 deposited in the mail or on the date personal delivery is made, whichever occurs first.

6 23. COPYRIGHTS AND PATENT RIGHTS.

7 A. Consultant shall place the following copyright protection on all  
8 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

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

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

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

28 25. WAIVER. The acceptance of any services or the payment of any

1 money by City shall not operate as a waiver of any provision of this Agreement or of any  
2 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
3 Agreement shall not constitute a waiver of any other or subsequent breach of this  
4 Agreement.

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

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

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

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

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

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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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.

R.S. CAMPBELL CONSULTING, INC., a California corporation

September 5, 2019

By Robert S. Campbell  
Name Robert S. Campbell  
Title President

\_\_\_\_\_, 2019

**Tom Modica**  
Assistant City Manager

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER OF LONG BEACH, a municipal corporation

September 11, 2019

By T. Bill  
City Manager

"City"

This Agreement is approved as to form on September 11, 2019.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# EXHIBIT "A"



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

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

### SCOPE OF WORK *To Be Completed by COLB Program Staff*

Project Name: Professional Services for EH Software System Support and Enhancements

The Bureau of Environmental Health is requesting a vendor to provide professional services supporting the deployment of the proprietary software system, Envision Connect (EC), that the Bureau uses to track and record inspection-related data. Professional services to include routine maintenance of EC, upgrades and installations of patches from the vendor, developing and implementing new reports, and implementing new configurations at the request of the Bureau's staff.

Is an interview or oral presentation needed? YES  Tentative Date: \_\_\_\_\_

NO

If a section below is checked, complete the corresponding section on the following pages, and upload the entire document to PlanetBids by \_\_\_\_\_ on \_\_\_\_\_:

#### Part (A) – Narrative: (3 pages max)

- Relevant programmatic logic model(s)
- Scope of work, including description of expected outcomes, goals, objectives, process outputs, and activities to measure impact
- Staff qualifications and availability

#### Part (B) – Budget: (2 pages max)

- Rate sheet on file
- Proposed budget and budget narrative

For questions regarding this solicitation, please contact Carl Vos at Carl.Vos@longbeach.gov.



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

### PART (A) – NARRATIVE *To Be Completed by Applicant*

(3 pages max)

Relevant programmatic logic model(s). Upload separate document, if needed.

Scope of work, including description of goals, expected outcomes, objectives, process outputs, and activities to measure impact. Upload separate document, if needed.

Please see attached pdf document titled "Scope of Work Response"

Staff qualifications and availability. Upload separate document, if needed.

Please see attached pdf document titled "Qualifications and Availability"



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

**PART (B) – BUDGET** *To Be Completed by Applicant*

(2 pages max)

Rate sheet on file

Proposed budget and budget narrative. Please attach budget separately, if needed.

Please see the attached pdf document titled "Cost File"



August 19, 2019

*RC*  
From: Robert Campbell, President, R.S. Campbell Consulting, Inc.

To: Bureau of Environmental Health, City of Long Beach

Re: Response to RFQ HE18-099 Part II – Professional Services for EH Software System Support and Enhancements: **SCOPE OF WORK**

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The proposed scope of work is the administration and development of the Envision Connect (EC) data management system. **Goals** are: (1) Maintenance and enhancement of existing business processes; (2) Development of new business processes; (3) Training staff on new business processes; (4) Refresher training of staff on existing processes; (5) Report maintenance, development, and implementation; (6) Maintain data integrity and quality; (7) Collaborate with other City staff and software vendors; (8) Troubleshoot errors and other issues; (9) Perform software upgrades and patches as needed; and (10) Other related tasks and responsibilities.

**Expected Outcomes** correspond with goals and include: (1) Existing business processes enhanced for user efficiencies and / or ease of use; (2) Implement modules to address business processes not yet utilizing EC for data management; (3) Staff are thoroughly trained on new business processes; (4) Staff increase expertise and efficiency with existing business processes; (5) Implementation and maintenance of professional reports; (6) Enhanced data integrity and quality; (7) Increased collaboration with stakeholders to enable broader data scope; (8) Resolve errors and issues efficiently; (9) Perform software upgrades that minimize productivity interruptions; and (10) Provide timely, professional services for other related tasks and projects.


**Objectives** include: (1) Increase the scope of data available for analysis and reporting; (2) Nurture user efficiency and expertise evolution; (3) Create data reports to enhance decision making; (4) Create or enhance reports to improve communication with end users; and (5) Collaborate with others on cross-functional business processes to enhance service delivery.

The primary **Process Outputs** are increased user efficiency and expertise with EC, new data points captured in EC, broader data sets utilized in reports for management, and more options for reporting service delivery and statistics to clients and other stakeholders.

**Activities Measuring Impact** include discussions with end users and management including involvement in team meetings to determine if actions taken are increasing efficiency and user expertise; monthly project status reports for management to communicate projects under development, implemented, and challenges to project advancement to increase awareness; delivery of statistical reports to management that identify productivity measures; and certification of staff trained in new processes, re-trained in existing processes, or new staff requiring initial system training.



August 19, 2019

From:  Robert Campbell, President, R.S. Campbell Consulting, Inc.

To: Bureau of Environmental Health, City of Long Beach

Re: Response to RFQ HE18-099 Part II – Professional Services for EH Software System Support and Enhancements: **QUALIFICATIONS AND AVAILABILITY**

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Robert Campbell is the owner of R.S. Campbell Consulting, Inc. and will be the sole provider of the professional services described in the responses provided.

**QUALIFICATIONS:** Mr. Campbell has provided professional services since 2005 initially as an independent contractor then in 2014 incorporating his business. Prior to this he worked full time for the City of Long Beach Health Department as the Administrative Analyst for the Environmental Health Bureau (EHB) for eight years as well as a 6-month stint as the Acting Bureau Manager. As part of his duties, Mr. Campbell successfully administered and maintained the Envision for Windows and Field Inspection System, predecessors to the Envision Connect (EC) and Envision Connect Remote (ECR) software systems currently used by the EHB.

As a consultant, Mr. Campbell has provided EHB with expert services particularly with their data management system EC (includes ECR, Envision Connect Online, the Configuration Wizard, and the CERS Integration Wizard). He has developed all existing modules, business processes, and nearly all reports in EC for the EHB. Robert has advanced skills in Crystal Reports 2016 for creating professional inspection and data reports. He also provided these services recently for the City of Pasadena Health Department, Environmental Health Division, particularly enhancements to existing inspection reports and development of a new inspection checklist.

Mr. Campbell has an extensive background in the field of environmental health management, regulatory activities, budgeting, grant writing and administration, and particularly how all these elements relate to data management, reporting, and analysis. He has built extensive relationships with the EC software vendor and support staff, and has trained nearly all (if not all) existing users of EC. Robert has a significant understanding of the programs administered by EHB particularly the Food Inspection Program, CUPA, Water, Vector Control, and Lead-Based Paint Hazard Control programs.

Robert has an M.B.A. from California State University, Long Beach and continues to advance his skills corollary to database business analysis and administration including SQL Server Administration, SQL Management Studio, SQL scripting, and Microsoft Report Builder.

**AVAILABILITY:** Robert Campbell is available up to 4 days per week, 30 hours per week and takes on projects from other clients only if they have minimal impact to his main client(s).

# EXHIBIT “B”



August 19, 2019

From: <sup>RS</sup> Robert Campbell, President, R.S. Campbell Consulting, Inc.

To: Bureau of Environmental Health, City of Long Beach

Re: Response to RFQ HE18-099 Part II – Professional Services for EH Software System Support and Enhancements: **Cost Proposal File**

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Thank you for the opportunity to serve as a consultant to the Environmental Health Bureau where I look forward to expanding the scope of data management, reporting, and analysis in the coming fiscal year and developing a road map to assess technology and data management in the bureau for the next five years.

The total estimated hours to provide these services is 1,300 annual hours. My rate for these services is \$85 per hour, for a total estimated annual amount of \$110,500.



# EXHIBIT “C”

City’s Representative(s):

Andrea Lee, Funding Development Specialist

(562) 570-4124

and

Traci Fitzharris, Administrative Analyst

(562) 570-4050

# EXHIBIT “D”

Materials/Information Furnished: None

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# EXHIBIT “E”

Consultant’s Key Employee(s):

Robert Campbell, President