

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

31342

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3 THIS AGREEMENT is made and entered, in duplicate, as of July 1, 2009,
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting on December 16, 2008, by and between THE
6 REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation
7 ("Consultant"), with a place of business at 11000 Kincross Avenue, Suite #102, Los
8 Angeles, California 90095-1406, and the CITY OF LONG BEACH, a municipal
9 corporation ("City").

10 WHEREAS, the City has received grant funding from the Department of
11 Homeland Security under the Urban Area Security Initiative (UASI) program to use for
12 homeland security purposes; and

13 WHEREAS, City requires specialized services requiring unique skills to be
14 performed in connection with the development and implementation of a Public Health
15 Training and Education Academy ("Project"), which is one of the deliverables to be
16 developed using the grant funds; and

17 WHEREAS, City has selected Consultant in accordance with City's
18 administrative procedures using a Request for Proposals, and City has determined that
19 Consultant and its employees are qualified, licensed, if so required, and experienced in
20 performing these specialized services; and

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

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

26 1. SCOPE OF WORK OR SERVICES.

27 A. Consultant shall furnish specialized services more particularly
28 described in Exhibit "A", attached to this Agreement and incorporated by this

1 reference, in accordance with the standards of the profession, and City shall pay
2 for these services in the manner described below, not to exceed Seven Hundred
3 Fifty-Seven Thousand Dollars (\$757,000.00), at the rates or charges shown in
4 Exhibit "A". The City's obligation to pay Consultant is contingent upon the City's
5 receipt of such grant funds from the Department of Homeland Security.

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

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

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

27 E. CAUTION: Consultant shall not begin work until this
28 Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on
3 July 1, 2009, and shall terminate at 11:59 p.m. on September 30, 2010, unless sooner
4 terminated as provided in this Agreement, or unless the services or the Project is
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

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

15 B. The parties acknowledge that a substantial inducement to City
16 for entering this Agreement was and is the reputation and skill of Consultant's key
17 employee, Eva Selski. City shall have the right to approve any person proposed
18 by Consultant to replace that key employee.

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

1 privileges of City employees. Consultant expressly warrants that neither Consultant nor
2 any of Consultant's employees or agents shall represent themselves to be employees or
3 agents of City.

4 5. INSURANCE.

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

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

26 (b) Workers' Compensation insurance as required by the California
27 Labor Code and employer's liability insurance in an amount not less than
28 \$1,000,000. This policy shall be endorsed to state that the insurer waives

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

3 (c) Professional liability or errors and omissions insurance in an
4 amount not less than \$1,000,000 per claim.

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

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

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

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

27 E. Consultant shall require that all subconsultants or contractors
28 that Consultant uses in the performance of these services maintain insurance in

1 compliance with this Section unless otherwise agreed in writing by City's Risk
2 Manager or designee.

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

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

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

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
23 contemplates the personal services of Consultant and Consultant's employees, and the
24 parties acknowledge that a substantial inducement to City for entering this Agreement
25 was and is the professional reputation and competence of Consultant and Consultant's
26 employees. Consultant shall not assign its rights or delegate its duties under this
27 Agreement, or any interest in this Agreement, or any portion of it, without the prior
28 approval of City, except that Consultant may with the prior approval of the City Manager

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

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

15 8. MATERIALS. Consultant shall furnish all labor and supervision,
16 supplies, materials, tools, machinery, equipment, appliances, transportation and services
17 necessary to or used in the performance of Consultant's obligations under this
18 Agreement, except as stated in Exhibit "C".

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

1 person or entity for use without the prior approval of City. This warranty shall survive
2 termination of this Agreement for five (5) years.

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

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

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

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1 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

20 15. LAW. This Agreement shall be governed by and construed pursuant
21 to the laws of the State of California (except those provisions of California law pertaining
22 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
23 regulations of and obtain all permits, licenses and certificates required by all federal, state
24 and local governmental authorities.

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

28 17. INDEMNITY. Consultant shall, with respect to services performed in

1 connection with this Agreement, indemnify and hold harmless City, its Boards,
2 Commissions, and their officials, employees and agents (collectively in this Section,
3 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
4 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
5 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
6 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
7 Consultant, its trustees, officers, employees, and agents (collectively "Indemnitor"),
8 breach of this Agreement by Indemnitor, misrepresentation or willful misconduct by
9 Indemnitor, and Claims by any employee of Indemnitor relating in any way to workers'
10 compensation. Independent of the duty to indemnify and as a free-standing duty on the
11 part of Consultant, Consultant shall defend City and shall continue this defense until the
12 Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment
13 of negligence, fault, breach or the like on the part of Indemnitor shall be required for the
14 duty to defend to arise. The forgoing duty to defend, indemnify and hold harmless the
15 City shall be only in proportion to and to the extent that such Claims are caused by or
16 result from the negligent or intentional acts or omissions of Indemnitor. Consultant shall
17 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
18 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
19 Consultant's sole expense, as may be reasonably requested, in the defense.

20 18. AMBIGUITY. In the event of any conflict or ambiguity between this
21 Agreement and any Exhibit, the provisions of this Agreement shall govern.

22 19. COSTS. If there is any legal proceeding between the parties to
23 enforce or interpret this Agreement or to protect or establish any rights or remedies under
24 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

25 20. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject
27 to applicable rules and regulations, Consultant shall not discriminate against any
28 employee or applicant for employment because of race, religion, national origin,

1 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
2 disability. Consultant shall ensure that applicants are employed, and that
3 employees are treated during their employment, without regard to these bases.
4 These actions shall include, but not be limited to, the following: employment,
5 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
6 termination; rates of pay or other forms of compensation; and selection for training,
7 including apprenticeship.

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

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

28 22. COPYRIGHTS AND PATENT RIGHTS.

1 A. Consultant shall place the following copyright protection on all
2 Deliverables: © City of Long Beach, California ____, inserting the appropriate
3 year.

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

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

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

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

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

4 26. TAX REPORTING. As required by federal and state law, City is
5 obligated to and will report the payment of compensation to Consultant on Form 1099-
6 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
7 resulting from payments under this Agreement. Consultant's Employer Identification
8 Number is [REDACTED] If Consultant has a Social Security Number rather than an
9 Employer Identification Number, then Consultant shall submit that Social Security
10 Number in writing to City's Accounts Payable, Department of Financial Management.
11 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
12 Consultant provides one of these numbers.

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

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

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

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th 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.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation

9/16, 2009

By 
President

~~Mark Lipschutz~~
Contract & Grant Office

_____, 2009

By _____
Secretary

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

10.2, 2009

By 
Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 9/18, 2009.

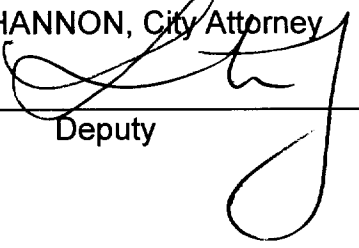
ROBERT E. SHANNON, City Attorney
By 
Deputy

EXHIBIT “A”

Scope of Work

**Long Beach Department of Health and Human Services
Scope of Work**

Objectives	Activities	Timeline
Identify priority training areas for the training academy.	<ul style="list-style-type: none"> • Meet with Long Beach DHHS and review and assess current training needs. • CPHD and Long Beach DHHS will develop a two year training and exercise calendar. • CPHD will participate in meetings and work with Long Beach DHHS staff as needed to ensure deliverables will be met. 	July 2009
UCLA CPHD in conjunction LBDHHS will identify appropriate assessment instruments in order to assess the training needs of individuals with in the department and partner first responder agencies.	<ul style="list-style-type: none"> • Review and identify necessary tools to assess workforce training needs. • Design a training assessment instrument to measure knowledge and skill level. • CPHD will participate in meetings and work with Long Beach DHHS staff as needed to ensure deliverables will be met. 	July – August 2009
Identify existing courses to meet Long Beach DHHS training needs.	<ul style="list-style-type: none"> • Identify existing competency-based training programs and training materials. • Review existing training opportunities for potential application for Long Beach DHHS and their partner first responder and public health agencies. • Align training recommendations with national standards, protocols and competencies. • CPHD will participate in meetings and work with Long Beach DHHS staff as needed to ensure deliverables will be met 	July – August 2009
Modify existing courses to meet the Long Beach DHHS agency and first responder and public health partners' unique training needs	<ul style="list-style-type: none"> • Develop and or adapt necessary Online and in person trainings to fulfill the requirements of Long Beach DHHS and partners • Develop or adapt courses utilizing the Core Competencies for Emergency Public Health, Target Capabilities List of the National 	August – September 2009

**Long Beach Department of Health and Human Services
Scope of Work**

	<p>Preparedness Goal</p> <ul style="list-style-type: none"> • CPHD will participate in meetings and work with Long Beach DHHS staff as needed to ensure deliverables will be met 	
<p>In conjunction with EPG technologies, UCLA will provide a learning management system adapted especially for the Long Beach Department of Health and Human Services Public Health Education and Training Academy.</p>	<ul style="list-style-type: none"> • Design a system that will allow both the Center and Long Beach DHHS to track staff training progress. • Implement a customized learning management system • CPHD will participate in meetings and work with Long Beach DHHS staff as needed to ensure deliverables will be met • Develop an agreement to provide ongoing access (for a fee) to the LMS after the end of the contract period. 	<p>August – December 2009</p>
<p>Implement priority web-based and in-person trainings as agreed upon by Long Beach DHHS and UCLA CPHD.</p>	<ul style="list-style-type: none"> • Conduct a minimum of 15 trainings for LBDHHS personnel and their first responder and public health partners. These trainings will be an agreed upon combination of on-line and in-person trainings. • LB DHHS will be responsible for planning and have fiscal responsibility for logistical support for trainings including publicity, information dissemination, site arrangements and food service as applicable. • Provide appropriate training materials for all participants. • Develop and administer Pre/Post-tests • Track test results • Provide continuing education credits for nurses (CA-BRN) and Health Educators (CHES). Pursue the ability to provide CME for physicians with known partners. • CPHD will participate in meetings and work with Long 	<p>October 2009 – August 2010</p>

**Long Beach Department of Health and Human Services
Scope of Work**

	<p>Beach DHHS staff as needed to ensure deliverables will be met</p> <ul style="list-style-type: none"> • Contract may be amended to include additional years of training as needed by LB-DHHS and their partner agencies. 	
<p>Develop, deliver and discussion-based tabletop and/or functional exercises compliant with HSEEP guidelines.</p>	<ul style="list-style-type: none"> • Deliver a minimum of 5 exercises (combination of tabletop, functional, full-scale and other discussion and/or operations based exercises) • Identify exercise objectives • Design an appropriate scenario • Develop the MSEL • Develop the exercise evaluation • Provide appropriate exercise materials to participants • Conduct the exercise • Evaluate the exercise • Conduct a hotwash • Write the after-action report and post on HSEEP and other relevant portals • CPHD will participate in meetings and work with Long Beach DHHS staff as needed to ensure deliverables will be met 	<p>October 2009-August 2010</p>

** The grant period is through March 2010, this contract deadline of August 2010, is contingent upon the Urban Area Security Initiative (UASI) Grant period extension request, being approved.

City of Long Beach Department of Health and Human Services

**Payment options for contract between the City of Long Beach and the University
of California, Los Angeles**

Payment Schedule

\$246,050	Due upon execution of contract
\$175,750	December 2009 pending the City's approval of invoices
\$140,600	March 2010 pending the City's approval of invoices
\$140,600	Final payment July 2010 pending the City's approval of invoices

The City reserves the right to withhold \$70,300, 10% of the total contract amount pending satisfactory competition of deliverables.

EXHIBIT “B”

City’s Representative:

Moniek Pointer, Public Health Emergency

EXHIBIT “C”

Materials/Information Furnished: None

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"