

1 AGREEMENT

2 **30613**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 27,
4 2007 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 November 20, 2007, by and between MVR
6 Consulting, a California corporation/limited liability company etc, with a place of business
7 at 34967 Hagen Heights, Beaumont, CA 92223 ("Consultant"), and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with as-needed grant writing services ("Project"); and

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

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

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

20 1. SCOPE OF WORK OR SERVICES.

21 A. Consultant shall furnish specialized services more particularly
22 described in Exhibit "A", attached to this Agreement and incorporated by this reference,
23 in accordance with the standards of the profession, and City shall pay for these services
24 in the manner described below, not to exceed \$150,000, at the rates or charges shown in
25 Exhibit "A".

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

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

1 provided that milestones for performance, if any, are met.

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

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

18 E. CAUTION: Consultant shall not begin work until this Agreement has
19 been signed by both parties and until Consultant's evidence of insurance has been
20 delivered to and approved by City.

21 2. TERM. The term of this Agreement shall commence at midnight on
22 February 1, 2008, and shall terminate at 11:59 p.m. on January 31, 2011, unless sooner
23 terminated as provided in this Agreement, or unless the services or the Project is
24 completed sooner.

25 3. COORDINATION AND ORGANIZATION.

26 A. Consultant shall coordinate its performance with City's
27 representative, if any, named in Exhibit "B", attached to this Agreement and incorporated
28 by this reference. Consultant shall advise and inform City's representative of the work in

1 progress on the Project in sufficient detail so as to assist City's representative in making
2 presentations and in holding meetings on the Project. City shall furnish to Consultant
3 information or materials, if any, described in Exhibit "C", attached to this Agreement and
4 incorporated by this reference, and shall perform any other tasks described in the Exhibit.

5 B. The parties acknowledge that a substantial inducement to City for
6 entering this Agreement was and is the reputation and skill of Consultant's key employee
7 Martha van Rooijen. City shall have the right to approve any person proposed by
8 Consultant to replace that key employee.

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

22 5. INSURANCE.

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

1 insurance:

2 (a) Commercial general liability insurance (equivalent in scope to
3 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
4 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
5 coverage shall include but not be limited to broad form contractual liability,
6 cross liability, independent contractors liability, and products and
7 completed operations liability. City, its boards and commissions, and their
8 officials, employees and agents shall be named as additional insureds by
9 endorsement (on City's endorsement form or on an endorsement
10 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
11 this insurance shall contain no special limitations on the scope of
12 protection given to City, its boards and commissions, and their officials,
13 employees and agents. This policy shall be endorsed to state that the
14 insurer waives its right of subrogation against City, its boards and
15 commissions, and their officials, employees and agents.

16 (b) Workers' Compensation insurance as required by the California
17 Labor Code and employer's liability insurance in an amount not less than
18 \$1,000,000. This policy shall be endorsed to state that the insurer waives
19 its right of subrogation against City, its boards and commissions, and their
20 officials, employees and agents.

21 (c) Personal Automobile liability insurance (equivalent in scope to
22 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
23 amount not less 100/300/50 per accident.

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

1 C. Each insurance policy shall be endorsed to state that coverage shall not
2 be reduced, non-renewed or canceled except after thirty (30) days prior written notice to
3 City, shall be primary and not contributing to any other insurance or self-insurance
4 maintained by City, and shall be endorsed to state that coverage maintained by City shall
5 be excess to and shall not contribute to insurance or self-insurance maintained by
6 Consultant. Consultant shall notify City in writing within five (5) days after any insurance
7 has been voided by the insurer or cancelled by the insured.

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

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

17 F. Prior to the start of performance, Consultant shall deliver to City
18 certificates of insurance and the endorsements for approval as to sufficiency and form. In
19 addition, Consultant shall, within thirty (30) days prior to expiration of the insurance,
20 furnish to City certificates of insurance and endorsements evidencing renewal of the
21 insurance. City reserves the right to require complete certified copies of all policies of
22 Consultant and Consultant's subconsultants and contractors, at any time. Consultant
23 shall make available to City's Risk Manager or designee all books, records and other
24 information relating to this insurance, during normal business hours.

25 G. Any modification or waiver of these insurance requirements shall only
26 be made with the approval of City's Risk Manager or designee. Not more frequently than
27 once a year, City's Risk Manager or designee may require that Consultant, Consultant's
28 subconsultants and contractors change the amount, scope or types of coverages

1 required in this Section if, in his or her sole opinion, the amount, scope or types of
2 coverages are not adequate.

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

6 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
7 contemplates the personal services of Consultant and Consultant's employees, and the
8 parties acknowledge that a substantial inducement to City for entering this Agreement
9 was and is the professional reputation and competence of Consultant and Consultant's
10 employees. Consultant shall not assign its rights or delegate its duties under this
11 Agreement, or any interest in this Agreement, or any portion of it, without the prior
12 approval of City, except that Consultant may with the prior approval of the City Manager
13 of City, assign any moneys due or to become due Consultant under this Agreement. Any
14 attempted assignment or delegation shall be void, and any assignee or delegate shall
15 acquire no right or interest by reason of an attempted assignment or delegation.
16 Furthermore, Consultant shall not subcontract any portion of its performance without the
17 prior approval of the City Manager or designee, or substitute an approved subconsultant
18 or contractor without approval prior to the substitution. Nothing stated in this Section
19 shall prevent Consultant from employing as many employees as Consultant deems
20 necessary for performance of this Agreement.

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

27 8. MATERIALS. Consultant shall furnish all labor and supervision,
28 supplies, materials, tools, machinery, equipment, appliances, transportation and services

1 necessary to or used in the performance of Consultant's obligations under this
2 Agreement, except as stated in Exhibit "C".

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

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

24 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
25 shall not disclose the Data or use the Data directly or indirectly, other than in the course
26 of performing its services, during the term of this Agreement and for five (5) years
27 following expiration or termination of this Agreement. In addition, Consultant shall keep
28 confidential all information, whether written, oral or visual, obtained by any means

1 whatsoever in the course of performing its services for the same period of time.
2 Consultant shall not disclose any or all of the Data to any third party, or use it for
3 Consultant's own benefit or the benefit of others except for the purpose of this
4 Agreement.

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

11 13. ADDITIONAL COSTS AND REDESIGN.

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

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

27 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
28 amended, nor any provision or breach waived, except in writing signed by the parties

1 which expressly refers to this Agreement.

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

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

10 17. INDEMNITY. Consultant shall, with respect to services performed in
11 connection with this Agreement, indemnify and hold harmless City, its Boards,
12 Commissions, and their officials, employees and agents (collectively in this Section,
13 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
14 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
15 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
16 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
17 Consultant, its officers, employees, agents, sub-consultants or anyone under
18 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
19 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
20 Indemnitor relating in any way to workers' compensation. Independent of the duty to
21 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
22 City and shall continue this defense until the Claim is resolved, whether by settlement,
23 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
24 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
25 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
26 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
27 Consultant's sole expense, as may be reasonably requested, in the defense.

28 18. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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

5 20. NONDISCRIMINATION.

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

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

26 21. NOTICES. Any notice or approval required by this Agreement shall
27 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
28 postage prepaid, addressed to Consultant at the address first stated above, and to City at

1 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
2 copy to the City Engineer at the same address. Notice of change of address shall be
3 given in the same manner as stated for other notices. Notice shall be deemed given on
4 the date deposited in the mail or on the date personal delivery is made, whichever occurs
5 first.

6 22. COPYRIGHTS AND PATENT RIGHTS.

7 A. Consultant shall place the following copyright protection on all Data:
8 © 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 performance
11 of this Agreement. By executing this Agreement, Consultant assigns any ownership
12 interest Consultant may have in the Data to City.

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

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

27 24. WAIVER. The acceptance of any services or the payment of any
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
2 Agreement shall not constitute a waiver of any other or subsequent breach of this
3 Agreement.

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

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

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

19 28. 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 29. 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.

26 ///

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

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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January 22, 2008

MVR Consulting

By Martha van Rooijen

Martha van Rooijen

Owner

_____, 2008

By _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation ASSISTANT

February 12, 2008

By [Signature]
City Manager

"City"

This Agreement is approved as to form on January 28, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

SCOPE OF WORK

PROVIDING AS-NEEDED GRANT WRITING SERVICES FOR PARKS, RECREATION AND MARINE/PUBLIC WORKS PROJECTS IN THE CITY OF LONG BEACH

A. PROJECT DESCRIPTION AND OVERVIEW

The City of Long Beach, acting through its Department of Parks, Recreation and Marine, desires to engage the services of one or more grant writers to provide grant writing services on an "as-needed" basis for Parks, Recreation and Marine/Public Works improvement projects.

SCOPE OF SERVICES

This RFP is intended to procure grant writing services including but not limited to the following:

1. Writing applications for grants to fund park development projects from public and private agencies such as California State Parks, the County of Los Angeles, the Los Angeles County Metropolitan Transportation Authority (MTA), the U.S Environmental Protection Agency, the Long Beach Naval Heritage Foundation, and the Ford Foundation
2. Tracking and reporting on grant funded projects.
3. Assisting in grant audits.

Grant writing services may be required for the following types of projects:

1. Park design
2. Streetscape & median design
3. Renovation of existing parks & facilities
4. Water conservation systems (planting & irrigation)
5. Park or facility structures (such as community centers & restrooms)
6. Trails and river parkway design
7. Habitat restoration design
8. Water features, water play areas and pool facilities
9. Universally accessible playgrounds

DEFINITIONS

OWNER – City of Long Beach.

CITY – The City of Long Beach or designated representative.

CITY PROJECT MANAGER (CPM) – The City's designated manager or representative overseeing the project.

MVR Consulting Hourly Rates and Reimbursable Expenses	Hourly Rate
Grant Writing and Support Services: 1) Analysis of grant program guidelines and requirements; 2) Development of scope of work for proposed project; 3) Coordination with agency staff; 4) Tracking grant application requirements such as agency resolutions, exhibits, maps, etc.; 5) Providing digital camera pictures for grant applications; 6) Assisting in the preparation of budgets and schedules for proposed grant funded programs and projects; 7) Ensuring grant applications are submitted in a complete form and by stated deadlines; 8) Assisting with obtaining letters of support from individuals, organizations, other public agencies and elected officials; 9) Identification of other available grant programs; and, 10) Grant administration activities, including reimbursement requests.	\$135
Administrative Support	\$65
Reimbursable Expenses: Postage, overnight mail, copies, color copies, special exhibits, etc. will be charged at cost without a mark-up. Mileage will be charged at IRS federal rates for business travel. Travel out of the Southern California area, (e.g. Sacramento) will also be charged at cost, without mark-up.	Cost incurred
Note: Listed hourly rates shall remain in effect for 2008. Rates will adjust five percent on January 1 st in subsequent years.	

Exhibit "B"

City representative coordinator:

Heather Martin
Analyst, Planning and Development Bureau
Parks, Recreation and Marine
2760 Studebaker Road
Long Beach, CA 90815
562/570-3155

Exhibit "C"

No materials to be provided to contractor.