

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

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

3 1. SCOPE OF WORK OR SERVICES.

4 A. Contractor shall furnish specialized services, as authorized by
5 Resolution No. RES-21-0032 and described in Exhibit "A", attached to this
6 Agreement and incorporated by this reference, in accordance with the standards
7 of the profession, and City shall pay for these services in the manner described
8 below, in an amount not to exceed an annual contract amount of One Hundred
9 Seventy-Five Thousand Dollars (\$175,000), at the rates or charges shown in
10 Exhibit "A".

11 B. The City's obligation to pay the sum stated above for any one
12 fiscal year shall be contingent upon the City Council of the City appropriating the
13 necessary funds for such payment by the City in each fiscal year during the term of
14 this Agreement. For the purposes of this Section, a fiscal year commences on
15 October 1 of the year and continues through September 30 of the following year. In
16 the event that the City Council of the City fails to appropriate the necessary funds
17 for any fiscal year, then, and in that event, the Agreement will terminate at no
18 additional cost or obligation to the City.

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

23 D. Consultant has requested to receive regular payments. City
24 shall pay Consultant in due course of payments following receipt from Consultant
25 and approval by City of invoices showing the services or task performed, the time
26 expended (if billing is hourly), and the name of the Project. Consultant shall certify
27 on the invoices that Consultant has performed the services in full conformance with
28 this Agreement and is entitled to receive payment. Each invoice shall be

1 accompanied by a progress report indicating the progress to date of services
2 performed and covered by the invoice, including a brief statement of any Project
3 problems and potential causes of delay in performance, and listing those services
4 that are projected for performance by Consultant during the next invoice cycle.
5 Where billing is done and payment is made on an hourly basis, the parties
6 acknowledge that this arrangement is either customary practice for Consultant's
7 profession, industry, or business, or is necessary to satisfy audit and legal
8 requirements which may arise due to the fact that City is a municipality.

9 E. Consultant represents that Consultant has obtained all
10 necessary information on conditions and circumstances that may affect its
11 performance and has conducted site visits, if necessary.

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

15 2. TERM. The term of this Contract shall be deemed to have
16 commenced on October 1, 2020, and shall terminate at midnight on June 30, 2021, unless
17 sooner terminated as provided in this Agreement, or unless the services or the Project is
18 completed sooner. The City shall have the option to renew the term of this Contract upon
19 the same terms and conditions for an additional one-year period, at the discretion of the
20 City Manager.

21 3. COORDINATION AND ORGANIZATION.

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

1 shall perform any other tasks described in the Exhibit.

2 B. The parties acknowledge that a substantial inducement to City
3 for entering this Agreement was and is the reputation and skill of Consultant's key
4 employee, named in Exhibit "D" attached to this Agreement and incorporated by this
5 reference. City shall have the right to approve any person proposed by Consultant
6 to replace that key employee.

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

19 5. INSURANCE.

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

27 i. Commercial general liability insurance (equivalent in
28 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less

1 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
2 This coverage shall include but not be limited to broad form contractual
3 liability, cross liability, independent contractors liability, and products and
4 completed operations liability. The City, its boards and commissions, and
5 their officials, employees and agents shall be named as additional insureds
6 by endorsement (on City's endorsement form or on an endorsement
7 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both
8 CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37
9 07 04), and this insurance shall contain no special limitations on the scope of
10 protection given to the City, its boards and commissions, and their officials,
11 employees and agents. This policy shall be endorsed to state that the insurer
12 waives its right of subrogation against City, its boards and commissions, and
13 their officials, employees and agents.

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

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

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

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

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

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

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

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

28 G. Any modification or waiver of these insurance requirements

1 shall only be made with the approval of City's Risk Manager or designee. Not more
2 frequently than once a year, the City's Risk Manager or designee may require that
3 Consultant, Consultant's subconsultants and contractors change the amount, scope
4 or types of coverages required in this Section if, in his or her sole opinion, the
5 amount, scope, or types of coverages are not adequate.

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

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

24 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
25 certifies that, at the time Consultant executes this Agreement and for its duration,
26 Consultant does not and will not perform services for any other client which would create
27 a conflict, whether monetary or otherwise, as between the interests of City and the interests
28 of that other client. Consultant further certifies that Consultant does not now have and shall

1 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
2 other source of income, interest in real property or investment which would be affected in
3 any manner or degree by the performance of Consultant's services hereunder. And,
4 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
5 and contractors.

6 8. MATERIALS. Consultant shall furnish all labor and supervision,
7 supplies, materials, tools, machinery, equipment, appliances, transportation, and services
8 necessary to or used in the performance of Consultant's obligations under this Agreement.

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

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

1 conditioned on Consultant's delivery of the Data to the City.

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

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

16 13. ADDITIONAL COSTS AND REDESIGN.

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

23 B. If the Project involves construction and the scope of work
24 requires Consultant to prepare plans and specifications with an estimate of the cost
25 of construction, then Consultant may be required to modify the plans and
26 specifications, any construction documents relating to the plans and specifications,
27 and Consultant's estimate, at no cost to City, when the lowest bid for construction
28 received by City exceeds by more than ten percent (10%) Consultant's estimate.

1 This modification shall be submitted in a timely fashion to allow City to receive new
2 bids within four (4) months after the date on which the original plans and
3 specifications were submitted by Consultant.

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

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

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

15 17. INDEMNITY.

16 A. Consultant shall indemnify, protect and hold harmless City, its
17 Boards, Commissions, and their officials, employees and agents ("Indemnified
18 Parties"), from and against any and all liability, claims, demands, damage, loss,
19 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
20 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
21 in connection with (1) Consultant's breach or failure to comply with any of its
22 obligations contained in this Agreement, or (2) negligent or willful acts, errors,
23 omissions or misrepresentations committed by Consultant, its officers, employees,
24 agents, subcontractors, or anyone under Consultant's control, in the performance
25 of work or services under this Agreement (collectively "Claims" or individually
26 "Claim").

27 B. In addition to Consultant's duty to indemnify, Consultant shall
28 have a separate and wholly independent duty to defend Indemnified Parties at

1 Consultant's expense by legal counsel approved by City, from and against all
2 Claims, and shall continue this defense until the Claims are resolved, whether by
3 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
4 breach, or the like on the part of Consultant shall be required for the duty to defend
5 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
6 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
7 in the defense.

8 C. If a court of competent jurisdiction determines that a Claim was
9 caused by the sole negligence or willful misconduct of Indemnified Parties,
10 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
11 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
12 percentage of willful misconduct attributed by the court to the Indemnified Parties.

13 D. To the extent this Agreement is a professional service
14 agreement for work or services performed by a design professional (architect,
15 landscape architect, professional engineer or professional land surveyor), the
16 provisions of this Section regarding Consultant's duty to defend and indemnify shall
17 be limited as provided in California Civil Code Section 2782.8, and shall apply only
18 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or
19 willful misconduct of the Consultant.

20 E. The provisions of this Section shall survive the expiration or
21 termination of this Agreement.

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

24 19. NONDISCRIMINATION.

25 A. In connection with performance of this Agreement and subject
26 to applicable rules and regulations, Consultant shall not discriminate against any
27 employee or applicant for employment because of race, religion, national origin,
28 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or

1 disability. Consultant shall ensure that applicants are employed, and that employees
2 are treated during their employment, without regard to these bases. These actions
3 shall include, but not be limited to, the following: employment, upgrading, demotion
4 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay
5 or other forms of compensation, and selection for training, including apprenticeship.

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

17 20. FORCE MAJEURE. If any party fails to perform its obligations
18 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
19 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
20 governmental regulations, governmental controls, judicial orders, enemy or hostile
21 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
22 beyond the reasonable control of the party obligated to perform, then that party's
23 performance will be excused for a period equal to the period of such cause for failure to
24 perform.

25 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
26 accordance with the provisions of the Ordinance, this Agreement is subject to the
27 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
28 Long Beach Municipal Code, as amended from time to time.

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

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

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

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

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

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

22. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to the City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a copy to the City Engineer at the same address. Notice of change of address shall be given

1 in the same manner as stated for other notices. Notice shall be deemed given on the date
2 deposited in the mail or on the date personal delivery is made, whichever occurs first.

3 23. COPYRIGHTS AND PATENT RIGHTS.

4 A. Consultant shall place the following copyright protection on all
5 Data: © City of Long Beach, California 2021, inserting the appropriate year.

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

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

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

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

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

1 Agreement.

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

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

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

16 29. 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 30. 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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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.

SUZANNE P. LAWRENCE DBA ADVISOR BUSINESS SOLUTIONS, INC., a California corporation

May 25, 2021

By Suzanne P. Lawrence
Name Suzanne P. Lawrence DBA Advisor Business Solutions, Inc.
Title Consultant

_____, 2021

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

June 1, 2021

By Leanda F. Jackson
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on May 27, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

EXHIBIT "A"

Scope of Work &
Rates/Charges



COST PROPOSAL: BIH BRANDING CONSULTANT, WEBSITE, SOCIAL MEDIA AND PREGNANCY APP PROJECTS FOR SOUTHERN CALIFORNIA, ADDITIONAL COSTS FOR EXPANDED COVERAGE INCLUDING NORTHERN CALIFORNIA MEDIA CAMPAIGN REGION

May 17, 2021

Branding Consultant:

- **Branding/Messaging:** BIH brand strategies for cross platform messaging and thematic concepts, BIH Style Guide assessment, BIH logo font, style and color palette redesign for statewide BIH branding, research, concepts and development, process includes six rounds revisions to final for Northern and Southern California regions. BIH Team Leads, BIH Coordinators and stakeholder comments/revisions from staff, project scheduling with status updates, BIH Southern California and Northern California regions media partner meetings, meeting preparation to execute consistent BIH statewide campaign branding and cohesive campaign messaging, finalize milestones (100 hours at \$115 per hour): \$11,500
- **BIH Website Development**, best practices, BIH Team Leads, BIH Coordinator for Southern California and Northern California regions media partner meetings, meeting preparation and participation, project scheduling with status updates, website mock design review, three layouts, selection process, proof distribution, materials and content review, proof revisions review, editing and proofreading, testing coordination, training coordination, final delivery website (70 hours at \$115 per hour): \$8,050
- **BIH Social Media Sites Development**, best practices, BIH Team Leads, BIH Coordinator for Southern California and Northern California regions media partner meetings, meeting preparation and participation, project scheduling with status updates, social channels mock layouts review - Instagram, Facebook, Twitter, YouTube, three layouts each, selection process, proof distribution, content review, proof revisions review, editing and proofreading, testing coordination, training coordination, final delivery social channels (50 hours at \$115 per hour): \$5,750
- **BIH Pregnancy App Development**, best practices, BIH Team Leads, BIH Coordinator for Southern California and Northern California regions, meeting preparation and participation, project scheduling with status updates, app graphic mock layouts review, three layouts selection process, proof distribution, content review, proof revisions review, editing and proofreading, testing coordination, training coordination, final delivery (50 hours at \$115 per hour): \$5,750
- **Branding Strategies, Website, Social Media, App Development Coordination Total: \$31,050**

Deliverable 1: BIH Website Development

- **Website Strategy & Approach** including identifying key deliverables, examining sample sites and deciding how best to highlight all BIH resources for Southern California and Northern California regions within the new site (20 hours at \$115 per hour): \$2,300



- Website Information Architecture including a visual site map of pages and anticipated user flow for Southern California and Northern California regions, detailed wireframes for home and key interior pages (20 hours at \$115 per hour): \$2,300
- Website Development including fully responsive site optimized for mobile, tablet, and desktop screens on chosen content management system for Southern California and Northern California regions with ADA compliance and security measures in place (20 hours at \$115 per hour): \$2,300
- Website Photography including stock photo images for specific visual representation culturally tailored for Southern California and Northern California regions (\$1,500)
- **Deliverable 1 Total Costs: \$6,400**

Deliverable 2: BIH Social Media Channels

- BIH Instagram – Establish account with graphics/videos for Southern California and Northern California regions, 2 rounds of revisions, initial posting (5 hours at \$60 per hour): \$300
- BIH Facebook – Establish account with graphics/videos for Southern California and Northern California regions, 2 rounds of revisions, initial posting (6 hours at \$60 per hour): \$360
- BIH Twitter – Establish account with graphics/videos for Southern California and Northern California regions, 2 rounds of revisions, initial posting (5 hours at \$60 per hour): \$300
- BIH YouTube – Establish account with graphics/videos for Southern California and Northern California regions, 2 rounds of revisions, initial posting (5 hours at \$60 per hour): \$360
- **Deliverable 2 Total Costs: \$1,320**

Deliverable 3: Pregnancy App

- Strategy & Approach including working with BIH Team Leads, BIH Coordinators for Southern California and Northern California regions and stakeholders to identify complete desired functionality and provide suggestions on best technical platforms and provide final app development workplan (20 hours at \$115 per hour): \$2,300
- User Experience Design including complete information architecture, detailed wireframes of all screens, detailed workflows for information structure and user flow, and complete prototype for review (20 hours at \$115 per hour): \$2,300
- **Deliverable 3 Total Costs: \$6,900**

Operating Costs

- Administrative – Paper, ink, general office supplies: \$1,120
- **Operations Total Costs: \$1,120**

TOTAL BUDGET: \$50,000



COST PROPOSAL: BIH BRANDING CONSULTANT, WEBSITE, SOCIAL MEDIA AND PREGNANCY APP PROJECTS

Branding Consultant:

- **Branding/Messaging:** BIH brand strategies for cross platform messaging and thematic concepts, BIH style guide assessment, research, concepts and development, BIH Coordinator and stakeholder comments/revisions from staff, project scheduling with status updates, BIH meeting preparation, finalize milestones (70 hours at \$115 per hour): \$8,050
- **BIH Website Development**, best practices, BIH Coordinator meeting preparation and participation, project scheduling with status updates, website mock design review, three layouts, selection process, proof distribution, materials and content review, proof revisions review, editing and proofreading, meeting coordination IT, testing coordination, training coordination, final delivery website, file transfer oversight Presentation Folder (50 hours at \$115 per hour): \$5,750
- **BIH Social Media Sites Development**, best practices, BIH Coordinator meeting preparation and participation, project scheduling with status updates, social channels mock layouts review - Instagram, Facebook, Twitter, YouTube, three layouts each, selection process, proof distribution, content review, proof revisions review, editing and proofreading, meeting coordination IT, testing coordination, training coordination, final delivery social channels, file transfer oversight (50 hours at \$115 per hour): \$5,750
- **BIH Pregnancy App Development**, best practices, BIH Coordinator meeting preparation and participation, project scheduling with status updates, app graphic mock layouts review, three layouts selection process, proof distribution, content review, proof revisions review, editing and proofreading, meeting coordination IT, testing coordination, training coordination, final delivery, file transfer oversight (50 hours at \$115 per hour): \$5,750
- **Branding Strategies, Website, Social Media, App Development Coordination Total:** \$25,300

Deliverable I: BIH Website Development

- **Website Strategy & Approach** including identifying key deliverables, examining sample sites and deciding how best to highlight all BIH resources and sites within the new site (20 hours at \$115 per hour): \$2,300
- **Website Information Architecture** including a visual site map of pages and anticipated user flow, detailed wireframes for home and key interior pages (20 hours at \$115 per hour): \$2,300
- **Website Design** including 2 new concepts for design based on existing materials and/or new styles discovered during the strategy phase with 2-3 rounds of revisions (30 hours at \$115 per hour): \$3,450
- **Website Development** including fully responsive site optimized for mobile, tablet, and desktop screens on chosen content management system with ADA compliance and security measures in place (70 hours at \$115 per hour): \$8,050



- Website Testing including complete testing across devices, platforms, and browsers (10 hours at \$115 per hour): \$1,150
- Website Launch and Support including domain management, initial server administration, monitoring for first 30 days (5 hours at \$115 per hour): \$575
- Website Training including virtual training for identified stakeholders and optional recording (3 hours at \$115 per hour): \$345
- Deliverable 1 Total Costs: \$18,170

Deliverable 2: BIH Social Media Channels

- BIH Instagram – Establish account and related graphics, 2 rounds of revisions, initial posting (5 hours at \$60 per hour): \$300
- BIH Facebook – Establish account and related graphics, 2 rounds of revisions, initial posting (6 hours at \$60 per hour): \$360
- BIH Twitter – Establish account and related graphics, 2 rounds of revisions, initial posting (5 hours at \$60 per hour): \$300
- BIH YouTube – Establish account and related graphics, 2 rounds of revisions, initial posting (5 hours at \$60 per hour): \$360
- Deliverable 2 Total Costs: \$1,320

Deliverable 3: Pregnancy App

- Strategy & Approach including working with all stakeholders to identify complete desired functionality and provide suggestions on best technical platforms and provide final app development workplan (40 hours at \$115 per hour): \$4,600
- User Experience Design including complete information architecture, detailed wireframes of all screens, detailed workflows for information structure and user flow, and complete prototype for review (140 hours at \$115 per hour): \$16,100
- User Interface Design including 2 initial design concepts, 3 rounds of revisions, final designs applied to functioning prototype for complete look/feel review (140 hours at \$115 per hour): \$16,100
- Development including full development of native app on chosen tech stack (225 hours at \$115 per hour): \$25,875
- Testing and Review including full internal testing, beta release for chosen stakeholders, rounds of revisions (80 hours at \$115 per hour): \$9,200
- Launch/Deployment including live server environment configuration, launch process on app stores (20 hours at \$115 per hour): \$2,300



- Monitoring, Analytics including initial downloads, use, and engagement and suggested dashboards for data analysis with more monitoring/analytics available as needed (40 hours at \$115 per hour): \$4,600
- Deliverable 3 Total Costs: \$78,775

Operating Costs

- Administrative – Paper, ink, general office supplies: \$1,436
- Operations Total Costs: \$1,436

TOTAL BUDGET: \$125,000

EXHIBIT “C”

City’s Representative(s):

Gwendolyn R. Manning

Office: 562.570.4417

Gwendolyn.manning@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT "E"

Consultant's Key Employee(s):

Suzanne Patrick-Lawrence, President & CEO
Advisor Business Solutions
Phone: 562.439.4804