

AGREEMENT

**36171**

THIS AGREEMENT is made and entered, in duplicate, as of December 7, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 19, 2021, by and between CTY, INC., a Delaware corporation ("Consultant"), with a place of business at 370 Jay Street, 7th Floor, Brooklyn, New York 11201, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City desires to work with Consultant on a short-term, collaborative pilot for specialized services and unique skills to be performed in connection with mobility data collection sensors and data reports ("Pilot Project"); and

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

WHEREAS, City desires to have Consultant perform these specialized services as part of the Pilot Project, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession at no cost to the City.

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

C. CAUTION: Consultant shall not begin work until this

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

3 2. TERM. The term of this Agreement shall commence at midnight on  
4 December 7, 2021, and shall terminate at 11:59 p.m. Pacific Time on June 6, 2022, unless  
5 *sooner terminated as provided in this Agreement, or unless the services or the Pilot Project*  
6 *is completed sooner.*

7 3. COORDINATION AND ORGANIZATION.

8 A. Consultant shall coordinate its performance with City's  
9 representative, Fern Nueno. Consultant shall advise and inform City's  
10 representative of the work in progress on the Pilot Project in sufficient detail so as  
11 to assist City's representative in making presentations and in holding meetings on  
12 the Pilot Project. City shall furnish to Consultant information or materials, if any,  
13 described in Exhibit "B", 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, Sarah Toulmin. 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 the  
22 manner in which it is performed. Consultant shall be free to contract for similar services to  
23 be performed for others during this Agreement; provided, however, that Consultant acts in  
24 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
25 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
26 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
27 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of  
28 the usual and customary rights, benefits or privileges of City employees. Consultant

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

5. INSURANCE.

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

i. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than One Million Dollars (\$1,000,000.00) per each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed

1 to state that the insurer waives its right of subrogation against City, its boards  
2 and commissions, and their officials, employees and agents.

3 iii. Professional liability or errors and omissions insurance  
4 in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

5 iv. Commercial automobile liability insurance (equivalent in  
6 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any.Auto) in  
7 an amount not less than Five Hundred Thousand Dollars (\$500,000.00)  
8 combined single limit per accident.

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

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

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

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in  
2 compliance with this Section unless otherwise agreed in writing by City's Risk  
3 Manager or designee.

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

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

19 H. The procuring or existence of insurance shall not be construed  
20 or deemed as a limitation on liability relating to Consultant's performance or as full  
21 performance of or compliance with the indemnification 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 was  
25 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 approval  
28 of City, except that Consultant may with the prior approval of the City Manager of City,

1 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 shall  
7 prevent Consultant from employing as many employees as Consultant deems necessary  
8 for performance of this Agreement.

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

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

23 9. OWNERSHIP OF DATA. All materials, information and data  
24 prepared, developed, or assembled by Consultant or furnished to Consultant for the sole  
25 purpose of performing its services outlined in this Agreement, including but not limited to  
26 documents, estimates, calculations, studies, maps, graphs, charts, computer disks,  
27 computer source documentation, samples, models, reports, summaries, drawings,  
28 designs, notes, plans, information, material and memorandum ("Data") shall be the

1 exclusive property of City. For avoidance of doubt, Data shall exclude any information  
2 which is privacy-sensitive or generated as part of the Consultant's product operation and  
3 innerworkings, product maintenance, or intellectual property. Data shall be given to City, in  
4 a format identified by City, and City shall have the unrestricted right to use and disclose  
5 the Data in any manner and for any purpose without payment of further compensation to  
6 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that  
7 Data shall not be made available to any person or entity for use without the prior approval  
8 of City. This warranty shall survive termination of this Agreement for five (5) years.

9 10. TERMINATION. Either party shall have the right to terminate this  
10 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
11 prior written notice to the other party. On the effective date of termination, Consultant shall  
12 deliver to City all Data developed or accumulated in the performance of this Agreement,  
13 whether in draft or final form, or in process.

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

22 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
23 a breach of confidentiality with respect to Data 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.

28 13. ADDITIONAL COSTS AND REDESIGN.

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

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

10           15. LAW. This Agreement shall be construed in accordance with the laws  
11 of the State of California, and the venue for any legal actions brought by any party with  
12 respect to this Agreement shall be the County of Los Angeles, State of California for state  
13 actions and the Central District of California for any federal actions. Consultant shall cause  
14 all work performed in connection with construction of the Pilot Project to be performed in  
15 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
16 county or municipal governments or agencies (including, without limitation, all applicable  
17 federal and state labor standards, including the prevailing wage provisions of sections 1770  
18 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
19 marshal, health officer, building inspector, or other officer of every governmental agency  
20 now having or hereafter acquiring jurisdiction.

21           16. PREVAILING WAGES.

22           A. Consultant agrees that all public work (as defined in California  
23 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
24 Work"), if any, shall comply with the requirements of California Labor Code sections  
25 1770 *et seq.* City makes no representation or statement that the Pilot Project, or  
26 any portion thereof, is or is not a "public work" as defined in California Labor Code  
27 section 1720.

28           B. In all bid specifications, contracts and subcontracts for any



1 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
2 wages and the general prevailing rate for holiday and overtime work in this locality  
3 for each craft, classification or type of worker needed to perform the Public Work,  
4 and shall include such rates in the bid specifications, contract or subcontract. Such  
5 bid specifications, contract or subcontract must contain the following provision: "It  
6 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
7 wages to all workers employed by the contractor in the execution of this contract.  
8 The contractor expressly agrees to comply with the penalty provisions of California  
9 Labor Code section 1775 and the payroll record keeping requirements of California  
10 Labor Code section 1771."

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

14 18. INDEMNITY.

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

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

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

15 D. The provisions of this Section shall survive the expiration or  
16 termination of this Agreement.

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

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

27 21. NONDISCRIMINATION.

28 A. In connection with performance of this Agreement and subject

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

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

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

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

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

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

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

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

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

20          23.    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          411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
24          to the City Engineer at the same address. Notice of change of address shall be given in  
25          the same manner as stated for other notices. Notice shall be deemed given on the date  
26          deposited in the mail or on the date personal delivery is made, whichever occurs first.

27          24.    COPYRIGHTS AND PATENT RIGHTS.

28          A.     Consultant shall place the following copyright protection on all

1 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

2 B. Intentionally omitted.

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

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

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

23 27. CONTINUATION. Termination or expiration of this Agreement shall  
24 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled  
25 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and  
26 "Audit" prior to termination or expiration of this Agreement.

27 28. TAX REPORTING. As required by federal and state law, City is  
28 obligated to and will report the payment of compensation to Consultant on Form 1099-

1 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
2 resulting from payments under this Agreement. Consultant shall submit Consultant's  
3 Employer Identification Number (EIN), or Consultant's Social Security Number if  
4 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
5 Financial Management. Consultant acknowledges and agrees that City has no obligation  
6 to pay Consultant until Consultant provides one of these numbers.

7 29. ADVERTISING. Consultant shall not use the name of City, its officials  
8 or employees in any advertising or solicitation for business or as a reference, without the  
9 prior approval of the City Manager or designee.

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

14 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
15 designed to or entered for the purpose of creating any benefit or right for any person or  
16 entity of any kind that is not a party to this Agreement.

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

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.

CTY, INC., a Delaware corporation

DECEMBER 21, 2021

By Tara Pham  
Name TARA PHAM  
Title CEO

DECEMBER 21, 2021

By Katherine Merfeld  
Name KATHERINE MERFELD  
Title DATA ENGAGEMENT

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

January 6, <sup>2022</sup>  
2021

By Linda F. Jakem  
City Manager

"City"

EXCLUDED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on 1-4, 2022

CHARLES PARKIN, City Attorney

By Charles Parkin  
Deputy

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

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EXHIBIT "A"  
SCOPE OF WORK



## **Exhibit A**

### **Scope of Work**

The Scope of Work includes the provision of a sensor and of data reports to better understand mobility choices and make inferences for improving safety.

#### **1) Sensor**

- 1.1 Consultant will mail or deliver one (1) proprietary Numina sensor (leased hardware) with onboard sensing software to the City of Long Beach within 30 business days of Agreement execution.
- 1.2 City will obtain any necessary permits and install the sensor.
- 1.3 City will keep the sensor at one location for three to four months.
- 1.4 City will notify Consultant at least two weeks prior to removing the sensor. City will deinstall and return the sensor to Consultant, taking reasonable care to pack and ship the sensor so as to prevent damage in transit. Alternatively, the City could purchase the sensor for \$6,000 and assume the corresponding data service contract at \$1,500 per sensor per year.

#### **2) Data**

- 2.1 Consultant will work with City staff to review related sources of insight.
- 2.2 Consultant will provide sensor data transmission, validation, and hosting.
- 2.3 Consultant will provide insights delivery via API and web dashboard.
- 2.4 Consultant will provide ongoing software maintenance, support, and feature updates.

#### **3) Reports**

- 3.1 Consultant will generate a standard report within the first 30 days of sensor online and monthly thereafter
- 3.2 Consultant will provide a final report compiling findings and outcomes, within one month of the sensor removal.
- 3.3 Reports will provide metrics on multimodal activity, including mode share (bicycle, pedestrian, cars, buses, etc.), volume plotted by weekday vs weekend, path of travel, dwell times, proximities, and density.

#### **4) Technical Considerations**

- 4.1 Consultant will ensure data privacy and data security through sensor design and technology.
- 4.2 Consultant does all image processing onboard the device and does not need to save or stream video, and the device transmits only anonymous data over cellphone network.

- 4.3 Consultant delivers these insights via a cloud-hosted interactive dashboard and a GraphQL API.
- 4.4 Consultant will provide the City with API data for a public dashboard.

## **5) Communications**

- 5.1 Consultant and City will attend a virtual project scoping workshop meeting before the sensor is deployed.
- 5.2 Consultant will meet virtually at least once per month.
- 5.3 Consultant and City will attend a virtual project wrap-up meeting at the conclusion of the project.
- 5.4 Consultant and City will communicate via phone and email throughout the term of the agreement.
- 5.5 Consultant and City consent to the use of each other's logos and to be cited as a partner on website and promotional materials.
- 5.6 Any changes to timelines must be proposed and accepted by both Consultant and City in writing.

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EXHIBIT "B"

NONE