

35512

B. City shall pay Contractor in due course of payments following

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
4411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

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

13 C. Contractor represents that Contractor has obtained all
14 necessary information on conditions and circumstances that may affect its
15 performance and has conducted site visits, if necessary.

16 D. By executing this Agreement, Contractor warrants that
17 Contractor (a) has thoroughly investigated and considered the scope of services to
18 be performed, (b) has carefully considered how the services should be performed,
19 and (c) fully understands the facilities, difficulties and restrictions attending
20 performance of the services under this Agreement. If the services involve work upon
21 any site, Contractor warrants that Contractor has or will investigate the site and is
22 or will be fully acquainted with the conditions there existing, prior to commencement
23 of services set forth in this Agreement. Should Contractor discover any latent or
24 unknown conditions that will materially affect the performance of the services set
25 forth in this Agreement, Contractor must immediately inform the City of that fact and
26 may not proceed except at Contractor's risk until written instructions are received
27 from the City.

28 E. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,
2 materials, papers, documents, plans, studies and other components to prevent
3 losses or damages, and will be responsible for all damages, to persons or property,
4 until acceptance of the work by the City, except those losses or damages as may
5 be caused by the City's own negligence.

6 F. CAUTION: Contractor shall not begin work until this
7 Agreement has been signed by both parties and until Contractor's evidence of
8 insurance has been delivered to and approved by City.

9 2. TERM. The term of this Agreement shall commence at midnight on
10 February 4, 2020, and shall terminate at 11:59 p.m. on February 3, 2022, unless sooner
11 terminated as provided in this Agreement, or unless the services or the Project is
12 completed sooner. This Agreement may be extended for three (3) additional one (1) year
13 periods, as approved by the City.

14 3. COORDINATION AND ORGANIZATION.

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

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

28 4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this
14 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
15 duration of this Agreement, from insurance companies that are admitted to write
16 insurance in California and have ratings of or equivalent to A:V by A.M. Best
17 Company or from authorized non-admitted insurance companies subject to Section
18 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
19 by A.M. Best Company, the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
23 coverage shall include but not be limited to broad form contractual liability,
24 cross liability, independent contractors liability, and products and completed
25 operations liability. City, its boards and commissions, and their officials,
26 employees and agents shall be named as additional insureds by
27 endorsement (on City's endorsement form or on an endorsement equivalent
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,
2 its boards and commissions, and their officials, employees and agents. This
3 policy shall be endorsed to state that the insurer waives its right of
4 subrogation against City, its boards and commissions, and their officials,
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California
7 Labor Code and employer's liability insurance in an amount not less than
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives
9 its right of subrogation against City, its boards and commissions, and their
10 officials, employees and agents.

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

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

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

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

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

7 E. Contractor shall require that all sub-contractors or contractors
8 that Contractor uses in the performance of these services maintain insurance in
9 compliance with this Section unless otherwise agreed in writing by City's Risk
10 Manager or designee.

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

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

26 H. The procuring or existence of insurance shall not be construed
27 or deemed as a limitation on liability relating to Contractor's performance or as full
28 performance of or compliance with the indemnification provisions of this Agreement.

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

16 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
17 certifies that, at the time Contractor executes this Agreement and for its duration,
18 Contractor does not and will not perform services for any other client which would create a
19 conflict, whether monetary or otherwise, as between the interests of City and the interests
20 of that other client. And, Contractor shall obtain similar certifications from Contractor's
21 employees, sub-Contractors and contractors.

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

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
2 models, reports, summaries, drawings, designs, notes, plans, information, material and
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
4 and City shall have the unrestricted right to use and disclose the Data in any manner and
5 for any purpose without payment of further compensation to Contractor. Copies of Data
6 may be retained by Contractor but Contractor warrants that Data shall not be made
7 available to any person or entity for use without the prior approval of City. This warranty
8 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 notice to the other party. In the event of termination under this Section, City shall pay
12 Contractor for services satisfactorily performed and costs incurred up to the effective date
13 of termination for which Contractor has not been previously paid. The procedures for
14 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
15 termination, Contractor shall deliver to City all Data developed or accumulated in the
16 performance of this Agreement, whether in draft or final form, or in process. And,
17 Contractor acknowledges and agrees that City's obligation to make final payment is
18 conditioned on Contractor's delivery of the Data to City.

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

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

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

5 13. ADDITIONAL SERVICES. The City has the right at any time during
6 the performance of the services, without invalidating this Agreement, to order extra work
7 beyond that specified in the RFP or make changes by altering, adding to or deducting from
8 the work. No extra work may be undertaken unless a written order is first given by the City,
9 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
10 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
11 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
12 City Representative. Any greater increases, taken either separately or cumulatively, must
13 be approved by the City Council. It is expressly understood by Contractor that the
14 provisions of this paragraph do not apply to services specifically set forth in the RFP or
15 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
16 the services to be provided pursuant to the RFP may be more costly or time consuming
17 than Contractor anticipates and that Contractor will not be entitled to additional
18 compensation for the services set forth in the RFP.

19 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
20 from any amount payable to Contractor (whether or not arising out of this Agreement) any
21 amounts the payment of which may be in dispute or that are necessary to compensate the
22 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
23 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
24 performing or failing to perform Contractor's obligations under this Agreement. In the event
25 that any claim is made by a third party, the amount or validity of which is disputed by
26 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
27 City may withhold from any payment due, without liability for interest because of the
28 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
2 indemnify and protect the City as elsewhere provided in this Agreement.

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

6 16. LAW. This Agreement shall be construed in accordance with the laws
7 of the State of California, and the venue for any legal actions brought by any party with
8 respect to this Agreement shall be the County of Los Angeles, State of California for state
9 actions and the Central District of California for any federal actions. Contractor shall cause
10 all work performed in connection with construction of the Project to be performed in
11 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
12 county or municipal governments or agencies (including, without limitation, all applicable
13 federal and state labor standards, including the prevailing wage provisions of sections 1770
14 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
15 marshal, health officer, building inspector, or other officer of every governmental agency
16 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
17 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
18 conflict with any applicable laws, but the remainder of the Agreement will remain in full
19 force and effect.

20 17. PREVAILING WAGES.

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

27 B. In all bid specifications, contracts and subcontracts for any
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

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

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

13 19. INDEMNITY.

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

28 B. In addition to Consultant's duty to indemnify, Consultant shall

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

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

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

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

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

25 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

6 24. NOTICES. Any notice or approval required by this Agreement shall
7 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
8 postage prepaid, addressed to Contractor at the address first stated above, and to City at
9 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
10 to the City Clerk at the same address. Notice of change of address shall be given in the
11 same manner as stated for other notices. Notice shall be deemed given on the date
12 deposited in the mail or on the date personal delivery is made, whichever occurs first.

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

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

26 27. CONTINUATION. Termination or expiration of this Agreement shall
27 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
28 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

16 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
17 designed to or entered for the purpose of creating any benefit or right for any person or
18 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

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.

JOE MAR POLYGRAPH &
INVESTIGATION SERVICES, INC., a
California corporation

_____, 2020

By Joe Delia
Name Joe Delia
Title CEO

_____, 2020

By Marie Delia
Name Marie Delia
Title Secy

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

March 20, 2020

By Rebecca L. Lauer

~~CITY MANAGER~~
EXECUTED PURSUANT

"City" TO SECTION 301 OF
THE CITY CHARTER

This Agreement is approved as to form on March 17, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work/Services



City of Long Beach Purchasing
Division

333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

City of Long Beach
Request For Proposals Number PD19-001
For
Polygraph Services

Release Date:	02/22/2019
Questions Due to the City:	03/01/2019
Posting of the Q & A:	03/07/2019
Due Date:	03/14/2019

City Contact: *Michelle King* *Buyer II* *562-570-6020*

See Section 4 for instructions on submitting proposals.

Company Name JOE MAR POLYGRAPH & INVESTIGATION SERVICES INC Contact Person JOE E DELIA

Address: 425 W FOOTHILL BLVD #125B City: CLAREMONT State: CA Zip 91711 Telephone: (661) 209-0582

Federal Tax ID No. [REDACTED] E-mail: pidelia@aol.com

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein.

Date 3/13/19

Signed *Joe E Delia*

Print Name & Title: JOE E DELIA – CEO/PRESIDENT

Rev 2016 0919

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
91711
PHONE: (661) 209-0582 EMAIL: PIDEHA@AOL.COM
LICENSE: PI188535 & PPO120470

.. POLYGRAPH
.. PRE-EMPLOYMENT BACKGROUND
.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING

STATEMENT OF QUALIFICATIONS & PROPOSAL

1. COVER LETTER
2. PROJECT UNDERSTANDING AND APPROACH
3. PRIMARY CONTRACTOR INFORMATION
4. STAFFING RESOURCES AND QUALIFICATIONS
5. COSTS

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
91711
PHONE: (661) 209-0582 EMAIL: PJDELIA@AOL.COM
LICENSE: P188535 & PPO120470

.. POLYGRAPH
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.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. feels honored to be able to submit a proposal for polygraph services for the City of Long Beach. It is our understanding that the service is to include:

1. Conducting comprehensive pre-employment polygraph examinations for both sworn and civilian applicants.
2. All examiners being certified and insured polygraph examiners, with a verifiable background in law enforcement criminal issue testing, internal investigations and pre-employment testing.
3. Able to complete a minimum of five (5) examinations per day but also to process as many as twelve (12) examinations per day during time sensitive police recruit hiring processes.
4. Maintain professional office facilities to meet applicants and conduct all examinations.

The REQUEST FOR PROPOSAL, PRO-FORMA AGREEMENT and all other conditions attached to this RFP PD 19-001 has been reviewed (including Addendum NO. 1 - 3/6/19) and JOE MAR POLYGRAPH & INVESTIGATION SERVICES agrees to all terms and conditions contained in these documents.

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC.

In 1978, Joe E. Delia founded JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. The company is a privately - owned corporation with its office located at 415 W. Foothill Boulevard #125B, Claremont, CA. 92868. It is licensed by the State of California for both PRIVATE INVESTIGATION (PI88535) and PRIVATE PATROL OPERATIONS (PPO120470). In addition to offering polygraph services, JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. also provides the following services:

- .. Background investigation (including law enforcement)
- .. Pre-employment services (LIVESCAN, drug/substance testing, integrity testing)
- .. Electronic debugging .. Executive protection .. Guard services .. Special event security
- .. Providing law enforcement professionals for oral board interviews .. Private investigation

JOE MAR
POLYGRAPH & INVESTIGATIVE SERVICES
415 W. FOOTHILL BLVD., SUITE 125B, CLAREMONT, CA
91711
PHONE: (661) 209-0582 EMAIL: PIDELIA@AOL.COM
LICENSE: PI188535 & PPO120470

.. POLYGRAPH
.. PRE-EMPLOYMENT BACKGROUND
.. PRIVATE INVESTIGATION
.. EMPLOYMENT ORAL INTERVIEWS
.. DRUG/SUBSTANCE TESTING
.. INTEGRITY TESTING
.. ELECTRONIC DEBUGGING

Joe E. Delia heads our polygraph examination team. He started his career in law enforcement with the Monterey Park Police Department and served over 20 years with the Los Angeles County Sheriff Department (with which he still serves as a regular officer). Joe has trained officers in the polygraph field and served as the Senior Polygraph Examiner at the Lancaster, California Crime Lab.

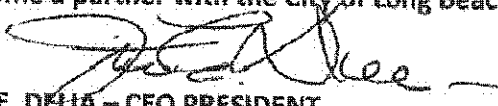
As a certified polygraph examiner, Joe E. Delia has worked with both the public and private sectors, including Northrup Corporation (and other Fortune 500 companies) and thirteen (13) police agencies in the southern California area (including Beverly Hills, Torrance, Orange, Montclair, Oxnard, Port Hueneme, Simi Valley, Tustin, Santa Barbara (Police and Sheriff Departments), Ventura and others).

Our team of examiners also includes polygraph professionals, who have years of experience in conducting pre-employment examinations for both sworn and civilian applicants. All examiners are certified and have prior law enforcement experience. A review of their resumes will attest to the professional experience and experience of these men.

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. will conduct the examinations at either our office in Claremont, CA. or at a location preferred by the client (no difficulty in travelling off-site to conduct examinations). We have a waiting area for applicants and separate offices in which the examinations are conducted.

All examinations are both audio and visually recorded (with DVD or digital copies of the recorded exam available to the agency upon request). At the conclusion of the examination, a written report is provided and the client has access to all reports and questionnaires.

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. would welcome the opportunity to become a partner with the City of Long Beach and provide polygraph examinations.

 3/13/19
JOE E. DELIA - CEO PRESIDENT
JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC.
(661) 209-0582 EMAIL: PIDELIA@AOL.COM

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PROJECT UNDERSTANDING AND APPROACH

There is a process that JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. follows in providing polygraph services with all its clients. This includes the following:

1. JOE MAR POLYGRAPH & INVESTIGATIVE SERVICES, INC. will be contacted by a client requesting polygraph services. Within twenty-four (24) hours, Joe E. Delia or his assistant will respond and confirm acceptance of the request for service. At this time additional information will be obtained on the person/s to be seen and determination as to the date, time and location (at either the company office or a location to be determined by the client) of the polygraph examination. It will also be determined if there are any special instructions from the client that need to be considered while administering the polygraph examination.
2. Joe E. Delia normally will personally conduct all polygraph examinations. If the number of examinations to be conducted require additional examiners, Mr. Della will include the other members of our polygraph examination team.
3. Prior to proceeding with the polygraph examination, the applicant will complete a PRE-EMPLOYMENT POLYGRAPH QUESTIONNAIRE. The questionnaire collects information including: PERSONEL INFORMATION – EDUCATION – EMPLOYMENT HISTORY – MILITARY HISTORY – THEFT OF PROPERTY – CRIMINAL ACTIVITY – ILLEGAL DRUGS – ALCOHOL RELATED CRIMES – TRAFFIC VIOLATIONS – FINANCIAL CONCERNS – PRIOR LAW ENFORCEMENT SERVICE (APPLIED FOR OR PRESENTLY ON ANY OTHER POLICE DEPARTMENT LIST) – CRIMES AGAINST PERSONS – CRIMES AGAINST CHILDREN – CRIMES AGAINST PROPERTY – THEFT AND WHITE COLLAR CRIMES – VICE AND MISCELLANEOUS CRIMES – DOMESTIC VIOLENCE – MEDICAL/PSYCHOLOGICAL ISSUES – GANG AFFILIATIONS – ACTING UPON ANY PREDJUDICES – MEDIA SOURCES.
4. The polygraph examiner will then review the applicant responses to the PRE-EMPLOYMENT POLYGRAPH QUESTIONNAIRE. Once reviewed, the examiner will meet with the applicant and first discuss the process that is to be followed and administered. Then the examiner will then review the responses with the applicant.

5. The examination will then be administered, and questions addressed in the polygraph worksheet (topics responded by the applicant in the PRE-EMPLOYMENT POLYGRAPH QUESTIONNAIRE). During this time the applicant is connected to the polygraph machine and all responses are both audio and video recorded.
6. After reviewing the recorded results, the examiner will determine if the applicant has successfully passed the examination; or requires a post-test interview to obtain clarification on responses to obtain additional information from which to establish a final result.
7. The examiner will then prepare a final report on the result of the examination. Joe. E. Delia will review and approve all final reports prior to being forwarded to the client.
8. Joe E. Delia will then contact the city liaison with the result and forward the final report. If there is an area that requires additional testing, the applicant will be asked to return for a follow-up exam. Copies of the PRE-EMPLOYMENT POLYGRAPH QUESTIONNAIRE, examiner notes and all reports are available to the client upon request.
9. All polygraph examinations are:
 - A. Conducted in a secured and private setting.
 - B. Use of the most up-to-date polygraph equipment and recording devices.
 - C. All examiners are certified, prior law enforcement professionals, with years of experience in conducting examinations for both sworn and civilian personnel.
 - D. Joe E. Delia oversees the assignment of examinations to our team of examiners. This team includes:
 - (1) Joe E. Delia: Almost 30 years of conducting examinations for major corporations and law enforcement agencies.
 - (2) Daniel Ramirez: Over 18 years in law enforcement and 3 years in conducting polygraph examinations.
 - (3) Tyler Bondi: Over 13 years in law enforcement and 6 years in conducting polygraph examinations.
 - (4) Walter Andrew: Over 13 years in law enforcement and 6 years in conducting polygraph examinations.
 - (5) All examiners are members of CALIFORNIA ASSOCIATION OF POLYGRAPH EXAMINERS and AMERICAN POLYGRAPH ASSOCIATION and P.O.S.T. certified.

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PRIMARY CONTRACTOR INFORMATION

1. **COMPANY OWNERSHIP:** JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. is a privately-owned corporation incorporated in the State of California (C4156225).
2. **LOCATION:** 415 W Foothill Boulevard #125B, Claremont, California 91711
Same location serves all California accounts
3. **Number of Employees:** Full-time: 4 Part-time: 10 None reside in the Long Beach area but able to travel to any location requested by client.
4. **Locations(s) from which employees will be assigned:** All examiners reside in the Los Angeles and Orange County areas and able to travel to any areas requested by the client.
5. **Point of Contact:** Joe E. Delia 415 W Foothill Blvd. #125B, Claremont, CA 91711
(661) 209-0582 EMAIL: pidelia@aol.com
6. **Company Background/History:** JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. has provided polygraph services for almost 40 years to both the public and private sectors. With both the experience of our certified examiners in law enforcement, they all have conducted hundreds of examinations like those requested by the City of Long Beach. The primary focus is on pre-employment examinations for sworn and civilian personnel for municipalities. Municipalities we serve include Orange, Torrance, Ventura (Sheriff), Santa Barbara (City and Sheriff), Oxnard, Manhattan Beach, Beverly Hills, Port Hueneme, Tustin, Simi Valley and Montclair. Polygraph services have also been provided to Northrup Corporation and other Fortune 500 companies (some pre-employment examinations for security purposes and for incidents of theft/fraud).

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STAFFING RESOURCES AND QUALIFICATIONS

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. has a team of experienced, professional polygraph examiners. All examiners are:

- . P.O.S.T. certified
- . Former law enforcement background
- . Members of California Association of Polygraph Examiners and American Polygraph Association
- . All have conducted examinations for over three years (with three over six years and for Joe E. Delia over 35 years)
- . Experienced in conducting examinations for sworn and civilian personnel and special issues

Joe Mar Polygraph & Investigation Services, Inc. provides polygraph examinations for over twelve agencies in the Southern California area. The actual number of examinations conducted each month for each agency varies. Recently, there has been more activity with agencies in Orange, Ventura and Santa Barbara. This would be approximately 10 examinations in a one - week period and less than 40 examinations in a month. With other agencies the average is no more than 4-6 a quarter.

In having a team of four (4) examiners we believe that we would be able to meet the need for examinations by the City of Long Beach. On a monthly basis Joe E. Delia would communicate with the city to determine its examination needs and to schedule the exams. Results of the examinations would be available within 48 hours.

Projects of comparable scope would include services currently being provided to: Cities of Orange, Santa Barbara and counties of Ventura and Santa Barbara.

- . In addition, Joe E. Delia has served as a polygraph trainer with the Los Angeles County Sheriff Department.
- . All examiners have law enforcement experience and cognizant of the type of person a law enforcement agency is seeking.

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COMPANY BACKGROUND AND REFERENCES

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. provides polygraph examinations (for background investigation of sworn & civilian personnel) to the listed agencies.

1. VENTURA COUNTY SHERIFF'S OFFICE 2016 - PRESENT
800 SOUTH VICTORIA AVE., VENTURA, CA 93009
Contact: TRACY PIRIE -- BUREAU MANAGER (805) 654-2380
2. SANTA BARBARA COUNTY SHERIFF DEPARTMENT 2011 - PRESENT
4434 CALLE REAL, SANTA BARBARA, CA 93110
CONTACT: (805) 681-4100
3. SANTA BARBARA POLICE DEPARTMENT 2012 - PRESENT
215 E FIGUEROA ST., SANTA BARBARA, CA 93101
CONTACT: LT. SHAWN HILL (805) 897-3712
4. OXNARD POLICE DEPARTMENT 2015 - PRESENT
251 S. "C" ST., OXNARD, CA 93030
CONTACT: SANDRA JACINTO (805) 385-7765
5. ORANGE POLICE DEPARTMENT 2010 - PRESENT
1107 N BATAVIA ST., ORANGE, CA 92866
CONTACT: JACK NANIGAN (714) 744-7677

JOE E. DELIA will personally conduct examinations at all of the agencies listed. Walter Andrew will assist at the agencies in Santa Barbara, Oxnard and Ventura. Daniel Ramirez and Tyler Bondi assist as needed based on the number of examinations requested by the agency.

JOE MAR POLYGRAPH & INVESTIGATION SERVICES, INC. currently does not have a business license to operate in the City of Long Beach. If awarded this contract the company would proceed to secure the license.

EXHIBIT “B”

Rates or Charges

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COST

1. **POLYGRAPH EXAMINATION: \$ 225.00 at JOE MAR OFFICE
\$ 250.00 off-site location**
2. **SPECIFIC ISSUE: \$ 225.00 at JOE MAR OFFICE
\$ 250.00 at off-site location**
3. **NO SHOW/LATE CANCELLATION: NO SHOW - \$ 100.00
LATE (LESS THAN 24 HRS) - \$ 100.00**
4. **TESTING LOCATION: TWO OPTIONS**
 - A. Joe Mar Polygraph & Investigation Services, Inc. offices at 415 W Foothill Blvd. #125B, Claremont, CA 91711
 - B. Location selected by the agency – currently conduct many on-site examinations at the agency location
 - C. Maximum number of examinations per day: A minimum of five (5) examinations per day and maximum of nine examinations per day.
 - D. Number of weeks to conduct 300 examinations: The number of weeks would be determined by the number of examinations actually requested each week. An estimate would be based on a minimum of six (6) examinations a day (thirty (30) examinations a week) which would take approximately ten (10) weeks. This number could change if the number of examinations per day either increases or decreases on a daily basis.

EXHIBIT “C”

City’s Representative:

Leslie Bruce, Finance Administrator,

Police Department

(562) 570-5391

EXHIBIT "D"

Additional Materials/Information Furnished:

NONE

EXHIBIT "E"

Contractor's Key Employee:

Joe E. Delia
661-209-0582
pidelia@aol.com