

CONTRACT

**35886**

THIS CONTRACT is made and entered, in duplicate, as of March 10, 2021 for reference purposes only, pursuant to Resolution No. RES-21-0016, adopted by the City Council of the City of Long Beach at its meeting on March 9, 2021, by and between CRITICAL INCIDENT VIDEOS, LLC, a California corporation ("Contractor"), with a place of business at 3069 Alamo Drive, #122, Vacaville, California, 95687 and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City has a need for transparency engagement advising services for critical incident videos; and

WHEREAS, transparency engagement advising services for critical incident videos is a relatively new area in law enforcement community engagement; and

WHEREAS, the Long Beach Police Department (LBPD) prioritizes transparency, communication, and trust building with the Long Beach community; and

WHEREAS, these services will support the timely release of video communication to enhance transparency and understanding of critical incidents; and

WHEREAS, City did by Resolution No. RES-21-0016 determine that the City's need could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Contractor shall sell, furnish and deliver to City transparency engagement advising services for critical incident videos, attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-21-0016.

2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for putting together critical incident video or other video services, the prices shown in Exhibit "B", a sum not to exceed

1 Thirty Five Thousand Dollars (\$35,000).

2 3. The term of this Contract shall commence on March 22, 2021, and  
3 shall terminate at midnight on March 21, 2022 unless sooner terminated as provided  
4 herein. The City may terminate this Contract by giving thirty (30) days prior notice of  
5 termination to Contractor.

6 4. Neither this Contract nor any of the moneys that may become due  
7 Contractor hereunder may be assigned without the prior written consent of City.

8 5. Any notices required hereunder or desired to be given by either party  
9 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first  
10 class postage prepaid, addressed to Contractor at the address stated herein, and to City  
11 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
12 shall be deemed given on the date personal delivery is made or on the date of deposit in  
13 the mail, whichever first occurs.

14 6. Contractor expressly agrees to defend, protect, indemnify and hold  
15 harmless the City, its officers, employees and agents, from and against any and all  
16 claims, damages, expenses including attorney's fees, costs, loss or liability of any kind or  
17 nature whatsoever growing out of, or resulting from, the alleged acts or omissions of  
18 Contractor, its officers, agents or employees, in the performance of this Contract; and  
19 Contractor shall at its own cost, expense and risk, defend all claims or legal actions that  
20 may be instituted against either Contractor or the City, and Contractor shall pay any  
21 settlement entered into or satisfy any judgment that may be rendered against either  
22 Contractor or the City as a result of said alleged acts or omissions of Contractor, its  
23 officers, agents or employees, in the performance of this Contract.

24 7. City expressly agrees to defend, protect, indemnify and hold  
25 harmless Contractor, its officers, employees and agents, free and harmless from and  
26 against any and all claims, damages, expenses, loss or liability of any kind or nature  
27 whatsoever growing out of, or resulting from the alleged acts or omissions of City, its  
28 officers, agents or employees, in the performance of this Contract; and City shall at its

own cost, expense and risk, defend all claims or legal actions that may be instituted against either Contractor or the City, and City shall pay any settlement entered into or satisfy any judgment that may be rendered against either Contractor or the City as a result of said alleged acts or omissions of City, its officers, agents or employees, in the performance of this Contract.

8. This Contract with Exhibits "A" and "B" constitutes the full and final understanding and agreement of the parties with respect to the matters provided for herein, and supersedes all previous understandings, representations, commitments or agreements, oral or written, pertaining to the services provided for herein. No other understanding, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or to bind either party hereto.

9. This Contract shall be governed by and construed pursuant to the laws of the state of California.

10. Parties warrant and affirm that any and all persons signing this Contract are authorized and empowered to so sign and signing by such person or persons does bind their respective Party to all terms, covenants and conditions of this Contract.

IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

CRITICAL INCIDENT VIDEOS, LLC, a  
California corporation

April 13<sup>th</sup>, 2021

By Laura Cole  
Name Laura Cole  
Title Owner

\_\_\_\_\_, 2021

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

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

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April 23, 2021

By Linda F. Iatum  
City Manager

"City" EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Contract is approved as to form on April 22

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT “A”

## **Attachment A - Scope of Work**

### **Critical Incident Videos, LLC**

City hereby engages Transparency Engagement Advisor to act as technical expert for putting together a critical incident video or any other video services project. City shall articulate their needs when it comes to the transparency engagement advising services work. City will review the critical incident video to determine that it accurately represents what happened. City will respond to Transparency Engagement Advisor's questions through email, telephone or in person.

At the request of City, Transparency Engagement Advisor's shall counsel, advise, and guide City in matters of transparency engagement advising work and provide a finished product at the City's discretion to distribute. Transparency Engagement Advisor will download and review body-worn camera footage, review police documents and other video footage when available. Transparency Engagement Advisor will create any and all of the graphics necessary for the critical incident video, provide technical support for the compilation and arrangement to put the critical incident video into a format that can be distributed to the public.

Critical Incident Videos, LLC shall provide a first draft of the requested critical incident video within 10 days after all materials are received from the City and work with the City to make revisions and provide additional drafts, requested and necessary.

# EXHIBIT “B”

## Rates or Charges

## **Attachment B - Rates**

### **Critical Incident Videos, LLC**

As compensation for Transparency Engagement Advisor's services, City agrees to pay Three Hundred and Fifty dollars (\$350) an hour for each hour spent on the project, including but not limited to telephone calls and emails between City and Transparency Engagement Advisor, time spent traveling to the location of City, the process of downloading bodyworn camera footage, research associated with the project, providing technical support to put a critical incident video together, and arranging the critical incident video into a format that can be distributed to the public. The total cost of each video will not exceed Seven Thousand dollars (\$7000).

Transparency Engagement Advisor shall not incur any outside expenses on behalf of City, such as the costs of legal and accounting fees, unless such expenses have been specifically authorized by City in writing in advance. If City approves any outside expense then City shall reimburse Transparency Engagement Advisor for such.