

1 summaries of the Contractor's findings.

2 D. Contractor is willing to undertake the duties of reviewing and
3 analyzing certain oil company records as directed by the Director or his designee
4 and prepare such reports and records as requested by the Director.

5 2. SCOPE OF SERVICE. Contractor shall perform the following
6 services:

7 A. Review and analyze the records of certain oil companies as
8 directed by the Director or his designee for the purpose of determining whether
9 further compensation for oil allocated to those certain companies is due the City
10 and State under the provisions of Article 9 of the Contractor's Agreement, Long
11 Beach Unit, Wilmington Oil Field and Article 7 of the Tract 2 Contractor's
12 Agreement, Wilmington Oil Field. Prepare appropriate summaries and reports
13 with regard to this section as directed by the Director or his designee;

14 B. Consult with the City, as may be requested by the Director or
15 his designee, on matters regarding money that may be due to the City and State
16 under the Contractor's Agreement or related documents.

17 3. TERM. The term of this Contract shall commence December 1,
18 2015 and shall terminate on November 30, 2016, unless terminated earlier pursuant to
19 Section 7. City has the option to extend the term for two (2) additional one-year periods.

20 4. COMPENSATION.

21 A. Contractor shall furnish specialized services more particularly
22 described as above in Section 2, in accordance with the standards of the
23 profession, and City shall pay for these services in an amount not to exceed One
24 Hundred Eighty-Five Thousand Dollars (\$185,000) annually, at the rates or
25 charges shown in Exhibit "A" attached to this Agreement and incorporated by this
26 reference.

27 B. In addition to said fees, Contractor shall be reimbursed for
28 actual and necessary expenses incurred by Contractor or its employees in

1 connection with the services outlined above. The maximum compensation paid to
2 Contractor for services shall not exceed \$185,000 annually for the combined
3 services and fees described above without approval of the City Council, and
4 execution of an amendment to this Contract.

5 5. BOOKS AND RECORDS. Contractor shall keep an accurate
6 account of time spent by its employees in rendering services pursuant to this Contract,
7 and not later than the 10th day of each month, Contractor shall furnish the City with an
8 itemized statement of time spent during the preceding month by each of its employees.
9 Upon receipt of such statement by the Contractor, payment for services during the
10 preceding month will be paid by City at the rate specified above. Such itemized
11 statement shall also set forth in detail all costs, expenses and disbursements paid or
12 incurred by Contractor during the preceding month in connection with or arising out of the
13 scope of services set forth in this Contract.

14 6. AUDIT. City or its agent shall have the right at all reasonable times
15 during the term of this Contract and for a period of five (5) years after termination or
16 expiration of this Contract to examine, audit, inspect, review, extract information from and
17 copy all books, records, accounts and other documents of Contractor relating to this
18 Contract. Access to documents shall include but is not limited to: the ability to view all
19 work papers for services outlined in Section 2A, and copy Excel files electronically as well
20 as access to other software used to perform the review.

21 7. TERMINATION. The City and the Contractor shall each have the
22 right to terminate this Contract at any time for any or no reason by giving to the other
23 party thirty (30) days notice. In the event of termination under this Section, City shall pay
24 Contractor for services satisfactorily performed to the effective date of termination for
25 which Contractor has not previously been paid.

26 8. NO CONFLICT OF INTEREST. Contractor agrees that during the
27 time services shall be rendered by Contractor to the City under this Contract, Contractor
28 does not now and will not in the future represent any other client or perform any other

1 service which in the considered judgment of the Contractor would create a conflict as
2 between the interests of the City and the interests of the other client or clients.

3 9. NO ASSIGNMENT. This Contract contemplates the personal
4 professional services of Contractor and this Contract or any portion hereof shall not be
5 assigned by the Contractor.

6 10. INDEPENDENT CONTRACTOR. In performing services hereunder,
7 Contractor is and shall act as an independent contractor and not an employee,
8 representative, or agent of City. Contractor shall have control of Contractor's work and
9 the manner in which it is performed. Contractor acknowledges and agrees that the City
10 will not withhold taxes of any kind from Contractor's compensation, will not secure
11 workers' compensation or pay unemployment insurance to, for or on Contractor's behalf,
12 and will not provide and Contractor is not entitled to any of the usual and customary
13 rights, benefits or privileges of City employees.

14 11. NO BOND. Contractor shall not be required to post any bond for
15 faithful performance of services to be rendered under this Contract.

16 12. NONDISCRIMINATION.

17 A. In connection with performance of this Contract and subject to
18 applicable rules and regulations, Contractor shall not discriminate against any
19 employee or applicant for employment because of race, religion, national origin,
20 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
21 disability. Contractor shall ensure that applicants are employed, and that
22 employees are treated during their employment, without regard to these bases.
23 These actions shall include, but not be limited to, the following: employment,
24 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
25 termination; rates of pay or other forms of compensation; and selection for training,
26 including apprenticeship.

27 B. It is the policy of City to encourage the participation of
28 Disadvantaged, Minority and Women-Owned Business Enterprises in City's

1 procurement process, and Contractor agrees to use its best efforts to carry out this
2 policy in its use of subconsultants and contractors to the fullest extent consistent
3 with the efficient performance of this Contract. Contractor may rely on written
4 representations by subconsultants and contractors regarding their status.
5 Contractor shall report to City in May and in December or, in the case of short-
6 term agreements, prior to invoicing for final payment, the names of all
7 subconsultants and contractors hired by Contractor for this Project and information
8 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
9 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
10 637).

11 13. NOTICE. All notices hereunder shall be in writing and personally
12 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed
13 to Contractor at the address first stated above, and to the City at 333 West Ocean
14 Boulevard, Long Beach, California 90802 Attn: City Manager. Notice of change of
15 address shall be given in the same manner as stated herein for other notices. Notice
16 shall be deemed given on the date deposited in the mail or on the date personal delivery
17 is made, whichever is earlier.

18 14. MISCELLANEOUS.

19 A. This Contract shall not be amended, nor any provision or
20 breach hereof waived, except in writing signed by the parties which expressly
21 refers to this Contract.

22 B. This Contract shall be governed by and construed in
23 accordance with the laws of the State of California except those provisions of
24 California law pertaining to conflict of laws.

25 C. This Contract constitutes the entire understanding between
26 the parties and supersedes all other agreements, oral or written, with respect to
27 the subject matter herein.

28 D. The acceptance of any services or the payment of any money

1 by the City shall not operate as a waiver of any provision of this Contract, or of any
2 right to damages or indemnity stated in this Contract. The waiver of any breach
3 shall not constitute a waiver of any other or subsequent breach.

4 E. Termination or expiration of this Contract shall not affect rights
5 or liabilities of the parties which accrued prior to termination or expiration.

6 F. This Contract is intended by the parties to benefit themselves
7 only and is not in any way intended or designed to or entered for the purpose of
8 creating any benefit or right for any person or entity of any kind that is not a party
9 to this Contract.

10 15. INDEMNITY.

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

26 B. In addition to Contractor's duty to indemnify, Contractor shall
27 have a separate and wholly independent duty to defend Indemnified Parties at
28 Contractor's expense by legal counsel approved by City, from and against all

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

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

12 D. The provisions of this Section shall survive the expiration or
13 termination of this Agreement.

14 16. INSURANCE. Concurrent with the execution of this Contract by
15 Contractor, and as a condition precedent to the effectiveness of this Contract and in
16 partial performance of the obligations assumed under Section 10 hereof, Contractor shall
17 procure and maintain at Contractor's expense for the duration of this Contract, the
18 following insurance against claims for injuries to persons or damage to property which
19 may arise from or in connection with the performance of this Contract by the Contractor,
20 its agents, representatives, employees or subcontractors.

21 A. Comprehensive General Liability in an amount not less than Two
22 Million Dollars (\$2,000,000) combined single limit for each occurrence for Four Million
23 Dollars (\$4,000,000) General Aggregate for bodily injury, personal injury and property
24 damage. The City, their officials, employees, agents, and volunteers shall be covered as
25 insureds as respects liability arising out of activities performed by or on behalf of the
26 Contractor and coverage shall be in a form acceptable to the City Risk Manager.

27 B. Automobile liability in amount not less than Five Hundred Thousand
28 Dollars (\$500,000) combined single limit per accident for bodily injury and property

1 damage covering owned, non-owned and hired vehicles.

2 C. Workers' compensation as required by the Labor Code of the State
3 of California and Employers' Liability limits of One Million Dollars (\$1,000,000) per
4 occurrence.

5 D. Accidental Medical, Death and Dismemberment Insurance for all
6 participants not entitled to workers' compensation benefits under the provisions of
7 Section 3700 of the Labor Code of the State of California, unless this requirement has
8 been waived in writing by the City Risk Manager. Said insurance shall be in amounts not
9 less than One Hundred Thousand Dollars (\$100,000) Accident Medical and Twenty-Five
10 Thousand Dollars (\$25,000) Accidental Death and Dismemberment.

11 Each insurance policy shall be endorsed to state that coverage shall not be
12 cancelled by either party, reduced in coverage or in limits, except after thirty (30) days
13 prior written notice has been given to the City, and shall be primary and not contributing
14 to any other insurance or self-insurance maintained by the City or Contractor.

15 Acceptable insurance coverage shall be placed with carriers admitted to
16 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.
17 Best Company and may be subject to such self-insurance or deductible as may be
18 approved by the City Risk Manager. Any subcontractors which Contractor may use in the
19 performance of services under this Contract shall be required to maintain insurance in
20 compliance with the provisions of this Section.

21 Contractor shall furnish the City with certificates of insurance and with
22 original endorsements affecting coverage as required above. The certificates and
23 endorsements for each insurance policy shall be signed by a person authorized by that
24 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall
25 provide for an extended reporting period of not less than one hundred eighty (180) days.
26 No claims made policies shall be acceptable to City unless the City Manager determines
27 that no occurrence policy is available in the market for the particular risk being insured.
28 Any modification or waiver of the insurance requirements contained in this Contract shall

1 only be made with the written approval of the City Risk Manager in accordance with
2 established City policy.

3 17. AUTHORIZATION TO EXECUTE. Contractor warrants and affirms
4 to City that any and all persons signing this Contract are authorized and empowered to
5 so sign and signing by such person or persons does bind Contractor to all terms,
6 covenants and conditions of this Contract.

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

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

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

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

22 C. If the Contractor fails to comply with the EBO, the City may
23 cancel, terminate or suspend the Contract, in whole or in part, and monies due or
24 to become due under the Contract may be retained by the City. The City may also
25 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 Contractor in actions taken pursuant to the provisions of Long Beach
28 Municipal Code 2.93 et seq., Contractor Responsibility.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

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.

EDWARD WHITE & CO., LLP, a California limited liability partnership, Certified Public Accountants

December 8, 2015

By Edward L. White
Name Edward L. White
Title Senior Partner

December 8, 2015

By Lawrence C. Leavitt
Name Lawrence C. Leavitt
Title Partner

"Contractor"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

Dec. 29, 2015

By T. Z. Blum
Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on December 17, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

Rates/Fees

Senior Partner	\$475.00 – 535.00
Consulting Director	\$375.00 – 435.00
Partner	\$375.00 – 435.00
Manager	\$250.00 – 315.00
Supervisor	\$160.00 – 245.00
Professional Staff	\$115.00- 150.00
Paraprofessional Staff	\$55.00 – 105.00