

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **31925**

3 THIS AGREEMENT is made and entered, in duplicate, as of October 7,
4 2010, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on May 18, 2010, by and between
6 GREEN OCTOPUS CONSULTING, sole proprietor ("Consultant"), with a place of
7 business at 60 Park Avenue, Long Beach, California 90803, and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, the City Council adopted Resolution RES-09-0145, authorizing
10 an application with Los Angeles County ("County") to apply to the Federal Health and
11 Human Services Department for American Recovery and Reinvestment Act of 2009
12 Community Prevention and Wellness funding to provide community prevention and
13 wellness services; and

14 WHEREAS, County has been awarded funds from the Federal Centers for
15 Disease Control, Catalog of Federal Domestic Assistance Number 93.724 for the
16 American Recovery Reinvestment Act of 2009 to fund the project Renew Environments
17 for Nutrition, Exercise and Wellness ("RENEW"); and

18 WHEREAS, City entered Contract No. PH-001147, attached hereto as
19 Exhibit "A" and incorporated herein by this reference, with County to carry out the
20 objectives of the project RENEW ("Project"); and

21 WHEREAS, the City has selected Consultant in accordance with the City's
22 administrative procedures using a Request for Proposals ("RFP") and City has
23 determined that Consultant and its employees are qualified, licensed, if so required, and
24 experienced to carry out the objectives of the Project;

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

27 1. SCOPE OF WORK OR SERVICES.

28 A. This Agreement is a subcontract under the terms of the Prime

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Contract with the County of Los Angeles, attached hereto as Exhibit "A", and shall be subject to all of the provisions of such Prime Contract.

B. From October 11, 2010 through March 18, 2011, Consultant shall furnish specialized services, at the rate or charges, more particularly described in Exhibit "B", attached to this Agreement and incorporated by this reference. From March 19, 2011 through March 18, 2012, Consultant shall furnish specialized services, at the rates or charges, more particularly describe in Exhibit "C", attached to this Agreement and incorporated by this reference. City shall pay for these services in the manner described below, not to exceed Twenty Thousand Dollars (\$20,000) over the term of this Agreement.

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

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

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

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

7 2. TERM. The term of this Agreement shall commence at midnight on
8 October 11, 2010, and shall terminate at 11:59 p.m. on March 18, 2012, unless sooner
9 terminated as provided in this Agreement, or unless the services or the Project is
10 completed sooner.

11 3. COORDINATION AND ORGANIZATION.

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

20 B. The parties acknowledge that a substantial inducement to City
21 for entering this Agreement was and is the reputation and skill of Consultant's key
22 employee, April Economides. City shall have the right to approve any person
23 proposed by Consultant to replace that key employee.

24 4. INDEPENDENT CONTRACTOR. In performing its services,
25 Consultant is and shall act as an independent contractor and not an employee,
26 representative or agent of City. Consultant shall have control of Consultant's work and
27 the manner in which it is performed. Consultant shall be free to contract for similar
28 services to be performed for others during this Agreement; provided, however, that

1 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
2 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
3 Consultant's compensation; (b) City will not secure workers' compensation or pay
4 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
5 and Consultant is not entitled to any of the usual and customary rights, benefits or
6 privileges of City employees. Consultant expressly warrants that neither Consultant nor
7 any of Consultant's employees or agents shall represent themselves to be employees or
8 agents of City.

9 5. INSURANCE.

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

17 (a) Commercial general liability insurance (equivalent in scope to
18 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
19 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
20 coverage shall include but not be limited to broad form contractual liability,
21 cross liability, independent contractors liability, and products and
22 completed operations liability. City, its boards and commissions, and their
23 officials, employees and agents shall be named as additional insureds by
24 endorsement (on City's endorsement form or on an endorsement
25 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or
26 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and
27 CG 20 37 07 04), and this insurance shall contain no special limitations on
28 the scope of protection given to City, its boards and commissions, and

1 their officials, employees and agents. This policy shall be endorsed to
2 state that the insurer waives its right of subrogation against City, its boards
3 and commissions, and their officials, employees and agents.

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

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

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

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

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

27 D. If this coverage is written on a "claims made" basis, it must
28 provide for an extended reporting period of not less than one hundred eighty (180)

1 days, commencing on the date this Agreement expires or is terminated, unless
2 Consultant guarantees that Consultant will provide to City evidence of
3 uninterrupted, continuing coverage for a period of not less than three (3) years,
4 commencing on the date this Agreement expires or is terminated.

5 E. Consultant shall require that all subconsultants or contractors
6 that Consultant uses in the performance of these services maintain insurance in
7 compliance with this Section unless otherwise agreed in writing by City's Risk
8 Manager or designee.

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

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

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

28 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement

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

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

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

25 9. OWNERSHIP OF DATA. All materials, information and data
26 prepared, developed or assembled by Consultant or furnished to Consultant in
27 connection with this Agreement, including but not limited to documents, estimates,
28 calculations, studies, maps, graphs, charts, computer disks, computer source

1 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
2 information, material and memorandum ("Data") shall be the exclusive property of City.
3 Data shall be given to City, and City shall have the unrestricted right to use and disclose
4 the Data in any manner and for any purpose without payment of further compensation to
5 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
6 Data shall not be made available to any person or entity for use without the prior approval
7 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

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

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

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

5 13. ADDITIONAL COSTS AND REDESIGN.

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

12 B. If the Project involves construction and the scope of work
13 requires Consultant to prepare plans and specifications with an estimate of the
14 cost of construction, then Consultant may be required to modify the plans and
15 specifications, any construction documents relating to the plans and specifications,
16 and Consultant's estimate, at no cost to City, when the lowest bid for construction
17 received by City exceeds by more than ten percent (10%) Consultant's estimate.
18 This modification shall be submitted in a timely fashion to allow City to receive new
19 bids within four (4) months after the date on which the original plans and
20 specifications were submitted by Consultant.

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

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

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

4 17. INDEMNITY.

5 A. Consultant shall indemnify, protect and hold harmless City, its
6 Boards, Commissions, and their officials, employees and agents (“Indemnified
7 Parties”), from and against any and all liability, claims, demands, damage, loss,
8 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
9 costs and expenses, including attorneys’ fees, court costs, expert and witness
10 fees, and other costs and fees of litigation, arising or alleged to have arisen, in
11 whole or in part, out of or in connection with (1) Consultant’s breach or failure to
12 comply with any of its obligations contained in this Agreement, or (2) negligent or
13 willful acts, errors, omissions or misrepresentations committed by Consultant, its
14 officers, employees, agents, subcontractors, or anyone under Consultant’s control,
15 in the performance of work or services under this Agreement (collectively “Claims”
16 or individually “Claim”).

17 B. In addition to Consultant’s duty to indemnify, Consultant shall
18 have a separate and wholly independent duty to defend Indemnified Parties at
19 Consultant’s expense by legal counsel approved by City, from and against all
20 Claims, and shall continue this defense until the Claims are resolved, whether by
21 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
22 breach, or the like on the part of Consultant shall be required for the duty to defend
23 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
24 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
25 in the defense.

26 C. If a court of competent jurisdiction determines that a Claim
27 was caused by the sole negligence or willful misconduct of Indemnified Parties,
28 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the

1 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
2 percentage of willful misconduct attributed by the court to the Indemnified Parties.

3 D. The provisions of this Section shall survive the expiration or
4 termination of this Agreement.

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

7 19. COSTS. If there is any legal proceeding between the parties to
8 enforce or interpret this Agreement or to protect or establish any rights or remedies under
9 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

10 20. NONDISCRIMINATION.

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

21 B. It is the policy of City to encourage the participation of
22 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
23 procurement process, and Consultant agrees to use its best efforts to carry out
24 this policy in its use of subconsultants and contractors to the fullest extent
25 consistent with the efficient performance of this Agreement. Consultant may rely
26 on written representations by subconsultants and contractors regarding their
27 status. Consultant shall report to City in May and in December or, in the case of
28 short-term agreements, prior to invoicing for final payment, the names of all

1 subconsultants and contractors hired by Consultant for this Project and information
2 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
3 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
4 637).

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used
28 its contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be
2 used as evidence against the Consultant in actions taken pursuant to the
3 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
4 Responsibility.

5 22. NOTICES. Any notice or approval required by this Agreement shall
6 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
7 postage prepaid, addressed to Consultant at the address first stated above, and to City at
8 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
9 copy to the City Engineer at the same address. Notice of change of address shall be
10 given in the same manner as stated for other notices. Notice shall be deemed given on
11 the date deposited in the mail or on the date personal delivery is made, whichever occurs
12 first.

13 23. COPYRIGHTS AND PATENT RIGHTS.

14 A. Consultant shall place the following copyright protection on all
15 Data: © City of Long Beach, California _____, inserting the appropriate year.

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

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

27 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
28 that Consultant has not employed or retained any entity or person to solicit or obtain this

1 Agreement and that Consultant has not paid or agreed to pay any entity or person any
2 fee, commission or other monies based on or from the award of this Agreement. If
3 Consultant breaches this warranty, City shall have the right to terminate this Agreement
4 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
5 from payments due under this Agreement or otherwise recover the full amount of the fee,
6 commission or other monies.

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

12 26. CONTINUATION. Termination or expiration of this Agreement shall
13 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
14 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

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


26 29. AUDIT. City shall have the right at all reasonable times during the
27 term of this Agreement and for a period of five (5) years after termination or expiration of
28 this Agreement to examine, audit, inspect, review, extract information from and copy all

1 books, records, accounts and other documents of Consultant relating to this Agreement.

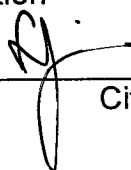
2 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
3 designed to or entered for the purpose of creating any benefit or right for any person or
4 entity of any kind that is not a party to this Agreement.

5 IN WITNESS WHEREOF, the parties have caused this document to be duly
6 executed with all formalities required by law as of the date first stated above.

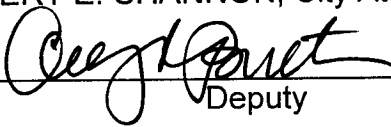
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8 October 12, 2010

GREEN OCTOPUS CONSULTING
By 
Signature
April Economides
Type or Print Name

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"Consultant"
CITY OF LONG BEACH, a municipal
corporation
By 
Assistant City Manager
City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
"City"

16 This Agreement is approved as to form on NOV 11, 2010.

18 ROBERT E. SHANNON, City Attorney
19 By 
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A”

CHRONIC DISEASE AND INJURY PREVENTION

Project Renew Environments for Nutrition, Exercise and Wellness (RENEW)

THIS AGREEMENT is made and entered into this 9th day of August, 2010,

by and between COUNTY OF LOS ANGELES (hereafter "County")
and CITY OF LONG BEACH (hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisor ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH" or "Department"), to provide services directed toward the prevention or mitigation of chronic diseases within the jurisdiction of County; and

WHEREAS, term "Director" as used herein refers to the County's Director of DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, term "Initiative" as used herein is used interchangeably with the term "Project"; and

WHEREAS, County is authorized by Government Code Section 53703 et eq., to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, and other public services described herein; and

WHEREAS, County has been granted funds from the federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.724, for

the American Recovery Reinvestment Act of 2009 to fund the project Renew Environments for Nutrition, Exercise and Wellness in Los Angeles County (hereafter referred to as "RENEW") for policy, systems, and environmental change efforts to increase physical activity, improve nutrition, and decrease obesity and/or overweight prevalence; and

WHEREAS, County is authorized to enter into sole source agreements based on specific criteria stipulated in the CDC grant award; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and staff to conduct such activities described hereunder and has offered its resources to County to carry out the objectives of the project RENEW; and

WHEREAS, Contractor is willing and able to provide the services described herein, for in consideration of the payments under this agreement and under the terms and conditions hereafter set forth; and

WHEREAS, County is authorized by Government Code Section 3100 to contract for these services, and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall be effective on date of execution by both parties, and shall continue, in full force and effect through March 18, 2012.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

B. Contractor shall notify County when the term of this Agreement is within six (6) months of expiration, and also when the term of this Agreement is within three (3) months of expiration, as provided for hereinabove Contractor shall send the written notice to County at the address(es) provided under the Notices paragraph hereinbelow.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Description of Services), Exhibit B (Scope of Work), Attachment A (Educational Materials Standard), and Attachment B (Guidelines on Use of Incentives), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. MAXIMUM OBLIGATION OF COUNTY: Upon the date of execution by both parties, through March 18, 2012, the maximum obligation of County for all services provided hereunder shall not exceed Seventy-Two Thousand Dollars (\$72,000). This funding is comprised of the amounts identified in Schedules 1 and 2, attached hereto and incorporated herein by reference. Unspent funds from Schedule 1 maybe rolled over to Schedule 2 upon Director's written approval.

4. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Schedule(s), attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s) and Schedule(s) including but not limited to time spent on the preparation of such activities.

C. All invoices shall be submitted directly to the RENEW Project Director, 695 South Vermont Avenue 14th Floor, Los Angeles, California 90065, no later than fifteen (15) working days after the end of each calendar month, after the completion of each deliverable as determined by Director. Contractor agrees that Director shall have the right to withhold payment due to Contractor's underperformance until Director is satisfied that the deliverable has been completed.

D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Submission of Outstanding/Final Invoices and Non- Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to RENEW Project Director within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final

invoice(s) within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

F. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

G. Budget Modification: Contractor may modify the project budget, only with the prior written approval of the Chronic Disease and Injury Prevention Director. Retroactive modifications are not allowed and no modification shall increase the maximum amount payable. During the first eleven (11) months of a twelve (12) month contract term, agencies may submit budget modification requests moving funds within and between any budget categories. These requests will be reviewed and considered for approval if programmatically sound and fiscally appropriated. During the final month of the contract term, budget modification requests will not be considered.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

If sufficient monies are available from federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health or his designee. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum

obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed thirty percent (30%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds thirty percent (30%) of the applicable County maximum obligation, approval by The Board shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term, Director or the Board may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of thirty percent (30%) of the

applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by the Board. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

7. BUDGET REDUCTION: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

8. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal years (July 1 – June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately

terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

9. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

10. INDEMNIFICATION: Except for the willful and/or negligent acts or omissions of the County, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 11 and 12 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required

Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health

Contracts and Grants Division

313 North Figueroa Street, 6th Floor West

Los Angeles, California 90012-2659

Attention of: Division Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and

such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad

as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and

property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent

shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval; shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION , GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES , INSURANCE COVERAGE REQUIREMENTS , COMPLIANCE WITH APPLICABLE LAW , CONFLICT OF TERMS , and ALTERATION OF TERMS , paragraphs of the body of this Agreement, and, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

15. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

16. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Agreement.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

20. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

21. CONTRACTOR'S OFFICES: Contractor's office is located at 333 West Ocean Boulevard, 10th Floor, Long Beach, California 90802. Contractor's business telephone number is (562) 570-6618, facsimile (FAX) number is (562) 570-7161, and electronic Mail (e-mail) address is sumire.gant@longbeach.gov. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of Chronic Disease and Injury Prevention
Nutrition Program
695 South Vermont Avenue, 14th Floor
Los Angeles, CA 90065

Attention: Project Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) City of Long Beach
Department of Public Works
333 West Ocean Boulevard, 10th Floor
Long Beach, California 90802

Attention: Sumire Gant
Transportation Planning and Programs Officer

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By



Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CITY OF LONG BEACH

By



~~CERTIFIED~~ PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Signature

Assistant City Manager
PATRICK H. WEST

Printed Name

Title

CITY MANAGER

(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By

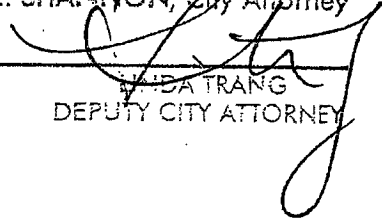


Patricia Gibson, Acting Chief
Contracts and Grants Division

APPROVED AS TO FORM

7/19 2010
ROBERT E. SHANNON, City Attorney

By



LINDA TRANG
DEPUTY CITY ATTORNEY

EXHIBIT “B”

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - OBESITY PREVENTION
SCOPE OF WORK for RENEW LA County Subcontractor**

**Bike Friendly Business Districts
City of Long Beach
Subcontractor: Green Octopus Consulting (GOC)**

**Program Year One
October 11, 2010 – March 18, 2011**

SCOPE OF WORK

GOAL: By March 18, 2012, establish four bicycle friendly business districts to increase bicycle and pedestrian trips for short utilitarian trips.

Task 1: Implement four Bike Friendly Business Districts in the following areas: East Village, Retro Row (4th Street), Cambodia Town (Anaheim St.), and Bixby Knolls.

- GOC will partner with business associations to establish an approach to create their Bicycle Friendly Business District (BFBD). To do so, GOC will engage in the following activities: conducting outreach to potential new key stakeholders and other community stakeholders; communicating with key players; meeting with other community stakeholders; and working within boundary map for each district. As necessary, GOC will educate district stakeholders about why BFBDs are good for business.
- GOC will work with district and community stakeholders to add to map of issues, opportunities, and constraints within each BFBD as necessary. The asset (opportunity) map may include infrastructure, unique offerings, businesses, residents, mass transit, architecture, artists, etc.
- GOC will conduct a walk/bike audit of BFBD with district stakeholders and other community stakeholders. This effort may include adding to and changing previous program ideas, assets, and challenges; and recording bike-related issues/requests.
- GOC will research what other municipalities are doing to implement BFBDs or similar programs.
- GOC will help BFBDs identify short-, medium- and long-term bike and pedestrian events, programs, and projects. GOC will help stakeholders generate program ideas by facilitating creative brainstorming sessions. GOC will share best practices in the field to determine idea applicability and then reassess stakeholder interest level. From these efforts, GOC will create detailed implementation plans for the BFBDs.
- GOC will hold regular meetings (at minimum, monthly) with key stakeholders to guide the process of the development and implementation of the BFBD. GOC will be available via phone and email, and respond promptly to all stakeholders

Deliverables:

Stakeholder outreach plan and implementation reports
BFBD marketing materials to educate potential stakeholders
BFBD asset maps
Report on research of other municipalities efforts on BFBD efforts

BFBD Implementation Plans
Monthly meetings with stakeholders

Costs:

Professional Consultants: \$4,000

Promotion and Marketing: \$3,000

Estimated Completion Time:

December 30, 2010

Task 2: Facilitate and co-sponsor bike-related events and programs to promote BFBDs and Bike Long Beach (at least one event per district)

- GOC will organize bike-themed events (at least quarterly in each district) and on-going incentive programs to increase bicycling and walking to area businesses that (1) attract, at least collectively within each district, a diversity of ages and populations; (2) build off of each area's assets; and (3) expand each area's customer base. Such activities might* include: ongoing discounts when proof of ridership (e.g. bike helmet) is shown at the time of purchase; women on bikes events; bike-related art contests through the schools that are displayed in store windows; programs that encourage weekend family cycling; and quarterly bike safety and repair workshops. * Ultimately, activities will be based on the preferences of each district.
- GOC will develop and implement a strategy for ongoing solicitation and recruitment of support and contributions from local businesses (and other sources) for the bike-related events and programs.
- GOC will assist BFBDs with identifying where bike racks and/or corrals might be placed to support bicycling to the district.
- GOC will assist each BFBD with their selection of equipment to support bike-related events and programs (e.g. cargo bicycles).
- GOC will continue to work with districts to determine best ways to measure short- and long-term success of bike-related events and programs.

Deliverables:

Quarterly bike-themed events in each district

Marketing materials for bike-related events and programs

Documentation of promotion (e.g. print ads) of bike-related events and programs

Strategy to recruit support and contributions for bike-related events & programs

List of bike rack installation requests and corresponding map

Cost:

Professional Consultants: \$3,000

Equipment: \$8,000

Promotion and Marketing: \$10,000

Estimated Completion Time:

March 18, 2011.

Task 3: Continue developing and implementing marketing campaign to promote Bicycle Friendly Business Districts and Bike Long Beach

- GOC will recruit and solicit support and contributions from local businesses and other sources to implement a BFBD marketing campaign. The marketing plan may include enhancing existing marketing efforts by local businesses and associations, and taking advantage existing City of Long Beach programs and resources, such as its bike-friendly community outreach and media campaigns, and its bike safety in the school program. Marketing efforts may include promotions on websites, e-newsletters, print newsletters, signage, banners, flyers, and so on.
- GOC, in consultation with the BFBDs, will craft and design key messages to promote bicycling and walking to BFBDs.
- GOC will continue to educate district stakeholders about why BFBDs are good for business.
- GOC will continue to educate the public regarding the Bike Long Beach program and the active living agenda at events.
- GOC will work with the City and BFBDs to develop and distribute bike and pedestrian maps of the BFBDs.
- GOC will work with the BFBDs to develop and implement a print ad campaign.
- GOC will develop and execute a plan to acquire media coverage in print, radio, TV, website and social media channels. GOC may do so in consultation with the City's Bike-Friendly Media Relations consultant.

Deliverables:

BFBD Marketing Plan

BFBD Marketing and promotional materials

Cost:

Professional Consultants: \$2,000

Promotion and Marketing: \$5,000

Estimated Completion Time:

March 18, 2011.

Task 4: Develop a Blueprint for Bicycle Friendly Business Districts

- GOC will draft policies, programs, and objectives in consultation with the BFBDs. GOC will help each BFBD articulate a vision, goals, and objectives, in addition to the action-oriented initiatives and programs. A description of these items will be included within the blueprint.
- GOC will create and finalize a best practice manual or blueprint for BFBDs. To help in creating this document, GOC will thoughtfully record all best practices throughout the entire process, as well as practices that were not effective. The end result will be one easy-to-use manual.
- GOC will develop a presentation to communicate key "lessons learned" with other relevant parties.

Deliverables:

BFBD Blueprint

BFBD Blueprint Powerpoint Presentation

Cost:

Professional Consultants: \$1,000

Estimated Completion Time:

March 18, 2012 (Program Year 2).

EXHIBIT “C”

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - OBESITY PREVENTION
SCOPE OF WORK for RENEW LA County Subcontractor**

**Bike Friendly Business Districts
City of Long Beach
Subcontractor: Green Octopus Consulting (GOC)**

**Program Year Two
March 19, 2011 – March 18, 2012**

SCOPE OF WORK

GOAL: By March 18, 2012, establish four bicycle friendly business districts to increase bicycle and pedestrian trips for short utilitarian trips.

Task 1: Implement four Bike Friendly Business Districts in the following areas: East Village, Retro Row (4th Street), Cambodia Town (Anaheim St.), and Bixby Knolls.

- GOC will continue to partner with business associations to establish an approach to create their Bicycle Friendly Business District (BFBD). To do so, GOC will engage in the following activities: conducting outreach to potential new key stakeholders and other community stakeholders; communicating with key players; meeting with other community stakeholders; and working within boundary map for each district. As necessary, GOC will continue to educate district stakeholders about why BFBDs are good for business.
- GOC will work with district and community stakeholders to add to map of issues, opportunities, and constraints within each BFBD as necessary. The asset (opportunity) map may include infrastructure, unique offerings, businesses, residents, mass transit, architecture, artists, etc.
- GOC will work to refresh walk/bike audit of BFBD with district stakeholders and other community stakeholders. This may include adding to and changing previous program ideas, assets, and challenges; and recording bike-related issues/requests.
- GOC will continue to research what other municipalities are doing to implement BFBDs or similar programs.
- GOC will continue to update and identify short-, medium- and long-term bike and pedestrian events, programs, and projects. GOC will help stakeholders generate program ideas by facilitating creative brainstorming sessions. GOC will share best practices in the field to determine idea applicability and then reassess stakeholder interest level. From these efforts, GOC will create detailed implementation plans for the BFBDs.
- GOC will continue holding regular meetings (at minimum, monthly) with key stakeholders to guide the process of the development and implementation of the BFBD. GOC will be available via phone and email, and respond promptly to all stakeholders

Deliverables:

Stakeholder outreach plan and implementation reports
BFBD marketing materials to educate potential stakeholders

Revised: 10/7/10

1

Updated BFBD asset maps
Report on research of other municipalities efforts on BFBD efforts
BFBD Implementation Plans
Monthly meetings with stakeholders

Costs:

Professional Consultants: \$2,000

Promotion and Marketing: \$2,000

Estimated Completion Time:

February 1, 2012

Task 2: Facilitate and co-sponsor bike-related events and programs to promote BFBDs and Bike Long Beach (at least one event per district)

- GOC will continue to organize bike-themed events (at least quarterly in each district) and on-going incentive programs to increase bicycling and walking to area businesses that (1) attract, at least collectively within each district, a diversity of ages and populations; (2) build off of each area's assets; and (3) expand each area's customer base. Such activities might* include: ongoing discounts when proof of ridership (e.g. bike helmet) is shown at the time of purchase; women on bikes events; bike-related art contests through the schools that are displayed in store windows; programs that encourage weekend family cycling; and quarterly bike safety and repair workshops. * Ultimately, activities will be based on the preferences of each district.
- GOC will develop and implement a strategy for ongoing solicitation and recruitment of support and contributions from local businesses (and other sources) for the bike-related events and programs.
- GOC will assist BFBDs with identifying where bike racks and/or corrals might be placed to support bicycling to the district.
- GOC will continue to work with districts to determine best ways to measure short- and long-term success of bike-related events and programs.

Deliverables:

Quarterly bike-themed events in each district

Marketing materials for bike-related events and programs

Documentation of promotion (e.g. print ads) of bike-related events and programs

Strategy to recruit support and contributions for bike-related events & programs

List of bike rack installation requests and corresponding map

Cost:

Professional Consultants: \$2,000

Promotion and Marketing: \$12,000

Estimated Completion Time:

March 18, 2012.

Task 3: Continue developing and implementing marketing campaign to promote Bicycle Friendly Business Districts and Bike Long Beach

Revised: 10/7/10

- GOC will recruit and solicit support and contributions from local businesses and other sources to implement a BFBD marketing campaign. The marketing plan may include enhancing existing marketing efforts by local businesses and associations, and taking advantage existing City of Long Beach programs and resources, such as its bike-friendly community outreach and media campaigns, and its bike safety in the school program. Marketing efforts may include promotions on websites, e-newsletters, print newsletters, signage, banners, flyers, and so on.
- GOC, in consultation with the BFBDs, will craft and design key messages to promote bicycling and walking to BFBDs.
- GOC will continue to educate district stakeholders about why BFBDs are good for business.
- GOC will continue to educate the public regarding the Bike Long Beach program and the active living agenda at events.
- GOC will work with the City and BFBDs to develop and distribute bike and pedestrian maps of the BFBDs.
- GOC will work with the BFBDs to develop and implement a print ad campaign.
- GOC will develop and execute a plan to acquire media coverage in print, radio, TV, website and social media channels. GOC may do so in consultation with the City's Bike-Friendly Media Relations consultant.

Deliverables:

BFBD Marketing Plan

BFBD Marketing and promotional materials

Cost:

Professional Consultants: \$2,000

Promotion and Marketing: \$9,000

Estimated Completion Time:

March 18, 2012.

Task 4: Develop a Blueprint for Bicycle Friendly Business Districts

- GOC will draft policies, programs, and objectives in consultation with the BFBDs. GOC will help each BFBD articulate a vision, goals, and objectives, in addition to the action-oriented initiatives and programs. A description of these items will be included within the blueprint.
- GOC will create and finalize a best practice manual or blueprint for BFBDs. To help in creating this document, GOC will thoughtfully record all best practices throughout the entire process, as well as practices that were not effective. The end result will be one easy-to-use manual.
- GOC will develop a presentation to communicate key "lessons learned" with other relevant parties.

Deliverables:

BFBD Blueprint

BFBD Blueprint Powerpoint Presentation

Cost:

Revised: 10/7/10

Professional Consultants: \$4,000
Promotion and Marketing: \$3,000

Estimated Completion Time:
March 18, 2012.

EXHIBIT “D”

City’s Representative:

Courtney Aguirre, Transportation Programs
Planner

(562) 570-6667