

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

AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of September 1,
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 July 8, 2008, by and between
6 Systems Research and Applications Corporation (SRA) ("Consultant"), with a place of
7 business at 4300 Fair Lakes Court, Fairfax, VA 22033, and the CITY OF LONG BEACH,
8 a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with intelligence evaluation and analysis ("Project"); and

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

14 WHEREAS, City desires to have Consultant perform these specialized
15 services, and Consultant is willing and able to do so on the terms and conditions in this
16 Agreement;

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

19 1. SCOPE OF WORK OR SERVICES.

20 A. Consultant shall furnish specialized services more particularly
21 described in Exhibit "A", attached to this Agreement and incorporated by this
22 reference, in accordance with the standards of the profession, and City shall pay
23 for these services in the manner described below, not to exceed Three Hundred
24 Thousand Dollars (\$300,000.00).

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

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

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

18 E. CAUTION: Consultant shall not begin work until this
19 Agreement has been signed by both parties and until Consultant's evidence of
20 insurance has been delivered to and approved by City.

21 2. TERM. The term of this Agreement shall commence on
22 September 6, 2010, and shall terminate on June 30, 2012, unless sooner terminated as
23 provided in this Agreement, or unless the services or the Project is completed sooner.

24 3. COORDINATION AND ORGANIZATION.

25 A. Consultant shall coordinate its performance with City
26 representative. Consultant shall advise and inform City's representative of the
27 work in progress on the Project in sufficient detail so as to assist City's
28 representative in making presentations and holding meetings on the Project. City

1 shall furnish to Consultant information or materials to be evaluated and analyzed.

2 B. City shall have the right to approve any person proposed by
3 Consultant.

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

17 5. INSURANCE.

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

25 (a) Commercial general liability insurance (equivalent in scope to ISO
26 form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than One Million
27 Dollars (\$1,000,000.00) per each occurrence and Two Million Dollars
28 (\$2,000,000.00) general aggregate. This coverage shall include but not be limited

1 to broad form contractual liability, cross liability, independent contractors liability,
2 and products and completed operations liability. City, its board and commissions,
3 and their officials, employees and agents shall be named as additional insureds by
4 endorsement (on City's endorsement form or on an endorsement equivalent in
5 scope to ISO form CG 20 10 11 85 or CG 10 26 11 85), and this insurance shall
6 contain no special limitations on the scope of protection given to City, its boards
7 and commissions, and their officials, employees and agents. This policy shall be
8 endorsed to state that the insurer waives its right of subrogation against City, its
9 boards and commissions, and their officials, employees and agents.

10 (b) Worker's Compensation insurance as required by the California
11 Labor Code and employer's liability insurance in an amount not less than One
12 Million Dollars (\$1,000,000.00). This policy shall be endorsed to state that the
13 insurer waives its right of subrogation against City, its boards and commissions,
14 and their officials, employees and agents.

15 (c) Professional liability or error and omissions insurance in an amount
16 not less than One Million Dollars (\$1,000,000.00) per claim.

17 (d) Commercial automobile liability insurance (equivalent in scope to
18 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not
19 less than Five Hundred Thousand (\$500,000.00) combined single limit per
20 accident.

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

26 C. Each insurance policy shall be endorsed to state that
27 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
28 days prior written notice to City, and shall be primary and not contributing to any

1 other insurance or self-insurance maintained by Consultant. Consultant shall
2 notify City in writing within five (5) days after any insurance has been voided by the
3 insurer or cancelled by the insured.

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

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

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

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

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

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

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

26 8. MATERIALS. Consultant shall furnish all labor, supplies,
27 materials, tools, machinery, equipment, appliances, transportation and services
28 necessary to or used in the performance of Consultant's obligations under this

1 Agreement.

2 9. OWNERSHIP OF DATA. All materials, information and data
3 prepared, developed or assembled by Consultant or furnished to Consultant in
4 connection with this Agreement, including but not limited to documents, estimates,
5 calculations, studies, maps, graphs, charts, computer disks, computer source
6 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
7 information, material and memorandum ("Data") shall be the exclusive property of City.
8 Data shall be given to City, and City shall have the unrestricted right to use and disclose
9 the Data in any manner and for any purpose without payment of further compensation to
10 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
11 Data shall not be made available to any person or entity for use without the prior approval
12 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

23 11. CONFIDENTIALITY. Consultant shall keep all Data confidential
24 and shall not disclose the Data or use the Data directly or indirectly, other than in the
25 course of performing its services, during the term of this Agreement and for five (5) years
26 following expiration or termination of this Agreement. In addition, Consultant shall keep
27 confidential all information, whether written, oral or visual, obtained by any means
28 whatsoever in the course of performing its services for the same period of time.

1 Consultant shall not disclose any or all of the Data to any third party, or use it for
2 Consultant's own benefit or the benefit of others except for the purpose of this
3 Agreement.

4 12. BREACH OF CONFIDENTIALITY. Consultant shall not be
5 liable for a breach of confidentiality with respect to Data that: (a) Consultant
6 demonstrates Consultant knew prior to the time City disclosed it; or (b) is or becomes
7 publicly available without breach of this Agreement by Consultant; or (c) a third party who
8 has a right to disclose does so to Consultant without restrictions on further disclosure; or
9 (d) must be disclosed pursuant to subpoena or court order.

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

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

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

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

27 17. INDEMNITY. SRA and City agree to defend, indemnify and hold
28 harmless each other against any and all liability, expenses and claims arising from their

1 respective acts or omissions, including attorney's fees and costs. City shall be
2 responsible for damages caused by the negligence of its officers and employees
3 occurring in the performance of this Agreement. SRA shall be responsible for damages
4 caused by the negligence of its officers and employees occurring in the performance of
5 this Agreement. It is the intention of the City and SRA that the provision of this paragraph
6 be interpreted to impose on each party responsibility for the negligence of their respective
7 officers and employees.

8 18. LIMITATION OF LIABILITY. Except in the case of
9 indemnification obligations and/or breaches of confidentiality, in no event shall either
10 party or its respective employees, representatives or subsidiaries be liable to the other
11 party for any consequential, indirect, punitive, incidental or special damages, whether
12 foreseeable or unforeseeable, and whether or not City, SRA, or anyone else has been
13 advised of the possibility of such damages. Except in the case of indemnification
14 obligations and/or breaches of confidentiality, in no event shall SRA be liable for
15 damages in excess of amounts paid to SRA hereunder. In the case of indemnification
16 obligations and for breaches of confidentiality obligations, SRA shall not be liable for
17 damages in excess of three times the amount paid to SRA hereunder.

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

20 20. COSTS. If there is any legal proceeding between the parties to
21 enforce or interpret this Agreement or to protect or establish any rights or remedies under
22 it, the prevailing party shall be entitled to its costs, including reasonable attorney's fees.

23 21. NONDISCRIMINATION.

24 A. In connection with performance of this Agreement and subject
25 to applicable rules and regulations, Consultant shall not discriminate against any
26 employee or applicant for employment because of race, religion, national origin,
27 color, age sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
28 disability. Consultant shall ensure that applicants are employed, and that

1 employees are treated fair during their employment, without regard to these bases.
2 These actions shall include, but not be limited to the following: employment,
3 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
4 termination; rates of pay or other forms of compensation; and selection for training,
5 including apprenticeship.

6 B. It is the policy of City to encourage the participation of
7 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
8 procurement process, and Consultant agrees to use its best efforts to carry out
9 this policy in its use of subconsultants and contractors to the fullest extent
10 consistent with the efficient performance of this Agreement. Consultant may rely
11 on written representations by subconsultants and contractors regarding their
12 status.

13 22. NOTICES. Any notice or approval required by this Agreement
14 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
15 class, postage prepaid, addressed to Consultant at the address first stated above, and to
16 City at 400 Broadway, Long Beach, California 90802, Attn: Chief of Police. Notice of
17 change of address shall be given in the same manner as stated for other notices. Notice
18 shall be deemed given on the date deposited in the mail or on the date personal delivery
19 is made, whichever occurs first.

20 23. COPYRIGHTS AND PATENT RIGHTS.

21 A. Consultant shall place the following copyright protection on all
22 Data: © City of Long Beach, California ____, inserting the proper year.

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

27 C. Consultant warrants that the Data does not violate or infringe
28 any patent, copyright, trade secret or other proprietary right of any other party.

1 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
2 and employees harmless from any and all claims, demands, damages, loss,
3 liability, causes of action, costs or expenses (including reasonable attorney's fees)
4 whether or not reduced to judgment, arising from any breach or alleged breach of
5 this warranty.

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

14 25. WAIVER. The acceptance of any services or the payment of
15 any money by City shall not operate as a waiver of any provision of this Agreement or of
16 any right to damages or indemnity stated in this Agreement. The waiver of any breach of
17 this Agreement shall not constitute a waiver of any other subsequent breach of this
18 Agreement.

19 26. CONTINUATION. Termination or expiration of this agreement
20 shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10,
21 11, 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

22 27. TAX REPORTING. As required by federal and state law, City is
23 obligated to and will report the payment of compensation to Consultant on Form 1099-
24 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
25 resulting from payments under this Agreement. Consultant's Employer Identification
26 Number is [REDACTED] If Consultant has a Social Security Number rather than an
27 Employer Identification Number, then Consultant shall submit that Social Security
28 Number in writing to City's Accounts Payable, Department of Financial Management.

1 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
2 Consultant complies with this section.

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

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

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

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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.

Systems Research and Applications Corporation (SRA)

September 7, 2010

By Arthur H. De Los Santos

Arthur H. De Los Santos
Type or Print Name

September 7, 2010

By Jeanette Lucky
Jeanette Lucky
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation . Assistant City Manager

9.15, 2010

By Patrick H. Walsh
Patrick H. Walsh
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on September 14, 2010.

ROBERT A. SHANNON, City Attorney

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"

INTELLIGENCE ANALYST CONSULTANT SERVICES SPECIFICATIONS

Definition: Under general supervision, the consultant will coordinate, evaluate and analyze criminal intelligence information collected by the Long Beach Police Department and collaborating agencies, to determine credibility, reliability and pertinence of the information.

Examples of duties:

- Integrates intelligence information to disclose patterns, trends or evidence of organized criminal activity
- Assists in determining the significance and reliability of incoming information
- Assists in the analysis and evaluation of intelligence holdings to determine changes in criminal and terrorist capabilities, vulnerabilities and probable courses of action
- Assists in the development of priority intelligence requirements for a law enforcement intelligence unit
- Initializes inquiries to obtain additional information when needed to thoroughly analyze a problem
- Prepares reports and oral presentations summarizing findings and conclusions based on interpretation of intelligence information
- Participates in meetings with departmental personnel, other law enforcement agencies, and the Los Angeles Joint Regional Intelligence Center (JRIC) to exchange and develop intelligence information
- Receives and processes reports and messages
- Assists in administration of ORION Intelligence database
- Assists in establishing and maintaining systematic, cross-referenced intelligence records and files in accordance with state and federal laws
- Performs other related duties as needed

Minimum Requirements

- Maintains valid motor vehicle operator license
- BA / BS Degree
- Maintains Secret Security Clearance
- Three years experience as an intelligence analyst in law enforcement, intelligence community, or military