

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

3 C. Consultant has requested to receive regular payments. City
4 shall pay Consultant thirty (30) days following receipt from Consultant and
5 approval by City of invoices showing the services or task performed, the time
6 expended (if billing is hourly), and the name of the Project. Consultant shall certify
7 on the invoices that Consultant has performed the services in full conformance
8 with this Agreement and is entitled to receive payment. Each invoice shall be
9 accompanied by a progress report indicating the progress to date of services
10 performed and covered by the invoice, including a brief statement of any Project
11 problems and potential causes of delay in performance, and listing those services
12 that are projected for performance by Consultant during the next invoice cycle.
13 Where billing is done and payment is made on an hourly basis, the parties
14 acknowledge that this arrangement is either customary practice for Consultant's
15 profession, industry, or business, or is necessary to satisfy audit and legal
16 requirements which may arise due to the fact that City is a municipality.

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

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

23 2. TERM. The term of this Agreement shall commence on January 25,
24 2012, and shall terminate on January 25, 2014, unless sooner terminated as provided in
25 this Agreement, or unless the services or the Project is completed sooner.

26 3. COORDINATION AND ORGANIZATION. Consultant shall
27 coordinate its performance with City's representative. Consultant shall advise and inform
28 City's representative of the work in progress on the Project in sufficient detail so as to

1 assist City's representative in making presentations and in holding meetings on the
2 Project.

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

16 5. INSURANCE.

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

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

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

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

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

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

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

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

1 coverage maintained by City shall be excess to and shall not contribute to
2 insurance or self-insurance maintained by Consultant. Consultant shall notify the
3 City in writing within five (5) days after any insurance has been voided by the
4 insurer or cancelled by the insured.

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

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

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

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

1 opinion, the amount, scope, or types of coverages are not adequate.

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

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

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

27 8. MATERIALS. Consultant shall furnish all labor and supervision,
28 supplies, materials, tools, machinery, equipment, appliances, transportation, and services

1 necessary to or used in the performance of Consultant's obligations under this
2 Agreement.

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

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

25 11. CONFIDENTIALITY. Consultant shall keep the Data confidential
26 and shall not disclose the Data or use the Data directly or indirectly other than in the
27 course of performing its services, during the term of this Agreement and for five (5) years
28 following expiration or termination of this Agreement. In addition, Consultant shall keep

1 confidential all information, whether written, oral, or visual, obtained by any means
2 whatsoever in the course of performing its services for the same period of time.
3 Consultant shall not disclose any or all of the Data to any third party, or use it for
4 Consultant's own benefit or the benefit of others except for the purpose of this
5 Agreement.

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

12 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

27 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2 17. INDEMNITY. Consultant shall, with respect to services performed in
3 connection with this Agreement, indemnify, hold harmless and defend the City, its
4 Boards, Commissions, and their officials, employees and agents (collectively in this
5 Section, "City") from and against any and all liability, claims, demands, damage, loss,
6 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
7 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim").
8 Claims include allegations and include Claims for property damage, personal injury or
9 death arising from any negligent act or omission of Consultant, its officers, employees,
10 agents, sub-consultants, or anyone under Consultant's control (collectively "Indemnitor");
11 recklessness; and willful misconduct.

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

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

17 20. NONDISCRIMINATION.

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

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1 B. It is the policy of City to encourage the participation of
2 Disadvantaged, Minority and Women-owned Business Enterprises in City's
3 procurement process, and Consultant agrees to use its best efforts to carry out
4 this policy in its use of subconsultants and contractors to the fullest extent
5 consistent with the efficient performance of this Agreement. Consultant may rely
6 on written representations by subconsultants and contractors regarding their
7 status. Consultant shall report to City in May and in December or, in the case of
8 short-term agreements, prior to invoicing for final payment, the names of all
9 subconsultants and contractors hired by Consultant for this Project and information
10 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
11 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
12 637).

13 21. NOTICES. Any notice or approval required by this Agreement shall
14 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
15 postage prepaid, addressed to Consultant at the address first stated above, and to the
16 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager.
17 Notice of change of address shall be given in the same manner as stated for other
18 notices. Notice shall be deemed given on the date deposited in the mail or on the date
19 personal delivery is made, whichever occurs first.

20 22. COPYRIGHTS AND PATENT RIGHTS.

21 A. Consultant shall place the following copyright protection on all
22 Data: © City of Long Beach, California _____, inserting the appropriate 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 the 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 attorneys' fees)
4 whether or not reduced to judgment, arising from any breach or alleged breach of
5 this warranty.

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

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

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

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

1 to pay Contractor until Contractor provides one of these numbers.

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

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

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

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

3 CALIFORNIA CREATIVE CONSULTING
4 GROUP, Inc. dba, C3G, a corporation

5 Feb. 28, 2012

By 
President
6 LINDA WELSH
Type or Print Name

7 _____, 2012

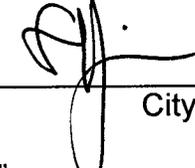
By _____
Secretary

Type or Print Name

10 "Consultant"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 3.14, 2012

By  Assistant City Manager
City Manager

15 "City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

17 This Agreement is approved as to form on March 12

18 2012.

20 ROBERT E. SHANNON, City Attorney

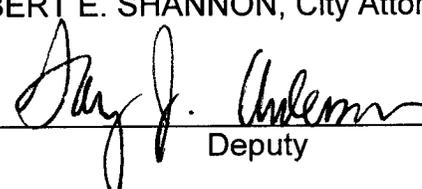
By 
Deputy

EXHIBIT A

1 Costs

Hourly rates for each job descriptions are detailed below. This pricing is applicable to all the services and good for the duration of the contract.

1.1 Application Specific Services - Sample Hourly Rates

Since inception C3G has been providing application specific resources to our clients. Our most recent experience with the applications listed in the RFP is with GIS, CC&B and MDM resources that we have provided to an energy company.

Name of Application to be Supported: Hansen, ESRI, Cityworks, Oracle CC&B, FAMIS

| Resource Type | On-Site Hourly Rate (sample rate inclusive of travel/expenses) | Offsite Hourly Rate (sample rate) |
|------------------------|---|--|
| Business Analyst | \$55-\$70 | \$55-\$70 |
| Project Manager | \$65-\$85 | \$65-\$85 |
| GIS Developer - ESRI | \$85-\$115 | \$85-\$115 |
| Applications Developer | \$60-\$85 | \$60-\$85 |
| Oracle CC&B | \$70-\$85 | \$70-\$85 |

1.2 General IT Services - Sample Hourly Rates

| Resource Type | On-Site Hourly Rate (inclusive of travel/expenses) | Offsite Hourly Rate |
|---------------------------------------|---|----------------------------|
| Business Analyst | \$55-\$70 | \$55-\$70 |
| Project Manager | \$65-\$90 | \$65-\$90 |
| Legacy System Programmer | \$48-\$55 | \$48-\$55 |
| Applications/Web Developer | \$48-\$55 | \$48-\$55 |
| Website/Graphic Designer | \$43-\$50 | \$43-\$50 |
| Database Administrator | \$68-\$75 | \$68-\$75 |
| Lotus Notes Support Specialist | \$48-\$55 | \$48-\$55 |
| Systems/Production Support Specialist | \$55-\$70 | \$55-\$70 |
| iPhone Developer | \$68-\$82 | \$68-\$82 |

1.3 Project Specific Services Sample Hourly Rates

| Resource Type | On-Site Hourly Rate (inclusive of travel/expenses) | Offsite Hourly Rate (inclusive of travel/expenses) |
|--------------------------------|---|---|
| Business Analyst | \$55-\$70 | \$55-\$70 |
| Project Manager | \$65-\$90 | \$65-\$90 |
| Legacy System Programmer | \$48-\$55 | \$48-\$55 |
| Applications/Web Developer | \$48-\$55 | \$48-\$55 |
| Website/Graphic Designer | \$43-\$50 | \$43-\$50 |
| Database Administrator | \$68-\$75 | \$68-\$75 |
| Oracle Middle ware Architect | \$48-\$55 | \$48-\$55 |
| Lotus Notes Support Specialist | \$55-\$70 | \$55-\$70 |
| iPhone Developer | \$68-\$82 | \$68-\$82 |

2 Fees for Conversion to FTE

C3G is open to the City soliciting for employment consultants made known to the City through C3G activities. As professional courtesy, C3G requests that a discussion take place between the City and C3G for each instance in advance of any discussions between the City and the consultant.

C3G may assess a conversion fee depending upon the length of time the individual consultant has been on assignment at the City prior to the conversion. Please see Part 2 of the proposal for specific amounts. There is no penalty to the consultant for accepting a position with the City. Specific amounts are detailed below.

| Placement Duration | Fees |
|--------------------|--|
| After 3 months | \$8500 or 10% of the base salary, whichever is higher |
| After 6 months | \$6500 or 8.5% of the base salary, whichever is higher |
| After 9 months | \$5000 or 6.5% of the base salary, whichever is higher |
| After 12 months | fee waived |

RESOLUTION GRANTING SIGNATURE AUTHORITY

CORPORATION:

I, Linda Welsh, hereby certify that I am the duly elected and qualified Secretary of California Creative Consulting Group dba C3G, a California corporation ("Corporation"), that the following is true and complete copy of the resolutions adopted at a meeting of the board of directors of the Corporations held on December 15, 2008, and that these resolutions have not been amended and are presently in full force and effect:

RESOLVED, that any officer or officers of this Corporation be, and are hereby authorized and empowered from time to time, for and on behalf of this Corporation in its transactions to sign in the name and on behalf of the Corporation all duly authorized contracts, deeds and other instruments: to convey, assign, endorse or otherwise transfer the same by written instrument and to make delivery thereof, and to delegate to one or more employees of this Corporation the power and authority to do all or any part of the foregoing.

RESOLVED, further, that the Corporation shall furnish a list of the officers, and also of the employees so authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 15 day of December, 2008.

Secretary *Linda Welsh*

The undersigned Secretary of Corporation, hereby certifies that the following are the names and actual signatures of the person or persons authorized to act in behalf of this Corporation, in accordance with the Resolution heretofore adopted by the Board of Directors of this Corporation.

Linda Welsh
(Name Printed)

Linda Welsh
(Name Signed)

Secretary *Linda Welsh*

FEID# ██████████