



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION & MARINE

C-15

2760 N. Studebaker Road, Long Beach, CA 90815-1697

(562) 570-3100 • FAX (562) 570-3109

www.lbparks.org

February 6, 2007

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Authorize the City Manager to execute the attached Agreement for Connection Services with G2Solutions, Inc., to provide secure biometric transmission services to the Department of Parks, Recreation and Marine. (Citywide)

DISCUSSION

The Department of Parks, Recreation and Marine (PRM) processes over 200 personnel transactions each year with seasonal and volunteer staff. As part of the hiring process, each candidate must go through a criminal background check. To streamline the process, PRM has procured a LiveScan fingerprinting device and requires the services of G2Solutions, Inc., to transmit inquiries to the California Department of Justice (DOJ). The Long Beach Police Department currently transmits its biometric information through a dedicated encrypted network operated by the Los Angeles County Sheriff's Department; however, this network is only available to law enforcement agencies.

G2Solutions, Inc., owns and operates an encrypted network connection with the DOJ to transmit biometric fingerprint information to the DOJ's "Automated Fingerprint Identification System." G2Solutions, Inc., is certified with the State of California and other State and Federal agencies to provide secure transmission of this information. Due to the nature of the encrypted network, the Agreement for Connection Services with G2Solutions, Inc. (Attachment A), is required. The LiveScan equipment has been installed and was inspected by DOJ representatives.

This item was reviewed by Deputy City Attorney Gary J. Anderson on December 18, 2006, and Budget Management Officer David Wodynski on January 23, 2007.

TIMING CONSIDERATIONS

City Council action is requested on February 6, 2007, in order to complete the connection to the Department of Justice system.

FISCAL IMPACT

There will be no significant impact to the Department of Parks, Recreation and Marine budget. G2Solutions, Inc., will charge 75 cents per transmission, for an estimated total cost of less than \$200 per year.

SUGGESTED ACTION:

Approve recommendation.


Respectfully submitted,



PHIL T. HESTER
DEPARTMENT OF PARKS, RECREATION AND MARINE

PTH:KMC:jdb
Attachment

APPROVED:



GERALD R. MILLER
CITY MANAGER

G2Solutions™
Incorporated

351 West Walnut Street, Dixon, California, 95620
678-423-1835 • Fax: 678-423-3938

AGREEMENT FOR CONNECTION SERVICES WITH G2SOLUTIONS, INC.

THIS AGREEMENT, made and entered into as of this 12th day of the month of _____, by and between the Provider of the Services/Consultant "G2Solutions, Inc.", hereinafter referred to as "G2SOLUTIONS" and _____, hereinafter referred to as CLIENT whose address is _____ and whose telephone number is _____.

G2SOLUTIONS and CLIENT hereby agree as follows:

SPECIFIC PROVISIONS

1. DESCRIPTION OF SERVICES

(a) Description

The services to be provided by G2SOLUTIONS shall consist of, and be limited to, the following: G2SOLUTIONS owns and operates an Internet Connection with the California Department of Justice (hereinafter "DOJ") and agrees to perform the sole and limited function to facilitate an electronic connection with the DOJ, on behalf of CLIENT, in order to allow CLIENT to transmit fingerprint information to DOJ'S "Automated Fingerprint Identification System" (AFIS), for the purpose of obtaining, but not limited to, the following information: "Criminal Offender Records Information Checks" (CORI), background checks, and/or criminal history inquires for those services more particularly described in the attached EXHIBIT "A".

(b) Scope

G2SOLUTIONS shall provide properly skilled professional and technical personnel to perform the services under this Agreement. G2SOLUTIONS will use its best efforts to faithfully perform the services to CLIENT as described in this Agreement.

(c) Additional Services

If G2SOLUTIONS is of the opinion that any service requested by client to be performed by G2SOULTIONS is beyond the scope of this Agreement and constitutes extra services or work, then the CLIENT shall promptly be notified of this opinion. In this event, a Supplemental Agreement providing for such

compensation, if any, for extra services shall be negotiated between G2SOLUTIONS and CLIENT.

2. RELATIONS WITH DOJ

(a) Client Obligations

CLIENT must have and maintain in good standing with DOJ, without direction or responsibility from G2SOLUTIONS, the "California Department of Justice Applicant Communication Network **AGREEMENT TO TERMS AND CONDITIONS FOR PRIVATE SERVICE PROVIDERS IN CALIFORNIA.**"

(i) If, for any reason(s), CLIENT fails to remain in good standing and in full and complete compliance with the TERMS AND CONDITIONS AGREEMENT with DOJ, then G2SOLUTIONS can automatically terminate this Agreement.

(ii) Should the DOJ require G2SOLUTIONS to terminate or suspend the service for the CLIENT, with or without cause, or for nonpayment by the CLIENT of applicable fees required by the DOJ, then G2SOLUTIONS must and will comply with the DOJ's demand or request to terminate or suspend CLIENT'S connection.

(b) G2SOLUTIONS Obligations

G2SOLUTIONS shall remain in good standing with the DOJ and, if for any reason, G2SOLUTIONS fails to remain in good standing then CLIENT may automatically terminate its obligations under this Agreement.

July 12, 2004

Initials _____/Date _____

3. PAYMENT

(a) Compensation

Any and all start up costs, connection fees and costs per record shall be due and payable according to the schedule listed on EXHIBIT "A" to this Agreement.

(i) CLIENT and G2SOLUTIONS will agree upon an audit procedure in order to determine, confirm and verify the total number of transmittals billed by G2SOLUTIONS during each monthly billing cycle. The agreed upon audit procedure shall be attached to this Agreement as part of EXHIBIT "A".

(b) Time and Method of Payment:

(i) Payment by CLIENT of the initial per Livescan Device connection fee is required at the time that this Agreement is executed. Services to be provided by G2SOLUTIONS shall not commence until such remittance has been received and recorded. The amount of this connection fee will be listed on EXHIBIT "A" to this Agreement.

(ii) CLIENT must tender payment to G2SOLUTIONS for the total number of actual records transmitted to DOJ during the preceding calendar month. Payment must be received by G2SOLUTIONS no later than fifteen (15) days after the date on the monthly billing statement CLIENT will receive from G2SOLUTIONS immediately after the end of each and every calendar month;

(iii) Should CLIENT fail to make timely payment for records transmitted to DOJ, then G2SOLUTIONS may, at its option, either suspend services to client until delinquent balance is paid, or cancel this contract, terminate the CLIENT'S connection with the DOJ and either bring an action in Solano County, California Superior Court for collections or refer the delinquency to a Collection Agency, or both, and, in either case, should G2SOLUTIONS prevail, the CLIENT agrees to be responsible for any and all attorney's fees incurred in the process of the collection or Superior Court action.

4. TERM OF AGREEMENT

(a) Compensation On Termination

Services performed by G2SOLUTIONS will be performed on a month to month basis. If this Agreement is terminated, G2SOLUTIONS shall be

compensated for all services performed prior to the time the notice of termination is dispatched or transmitted to it.

(b) Right to Terminate

Either party may terminate this Agreement on thirty (30) days written notice to the other. If, for any reason, this Agreement is terminated by G2SOLUTIONS, then G2SOLUTIONS will cooperate with CLIENT in effecting a smooth transition of services provided by G2SOLUTIONS to another service provider, including, if necessary, and so long as such termination by G2SOLUTIONS is not for nonpayment by CLIENT for previous services rendered, provision of continuing services by G2SOLUTIONS for an additional period of time until such transition can be accomplished. No provision of this paragraph shall apply in conjunction with, or supersede, the provisions of this agreement specified in Section 2, Paragraph a, items (i) and (ii) above.

5. RELATIONSHIP OF PARTIES

The parties intend that G2SOLUTIONS, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it shall be performed. G2SOLUTIONS shall be free to contract for similar services to be performed for other CLIENTS while it is under contract with any other person, business, agency or entity G2SOLUTIONS is not an agent or employee of CLIENT and has no other relationship with CLIENT except those specified in this Agreement.

6. GOOD FAITH PERFORMANCES

G2SOLUTIONS and CLIENT each and severally promise to undertake the obligations in good faith and in a manner that assures that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance. Until such assurance is received, either party may, if commercially reasonable, suspend any performance for which the agreed assurance has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding five (5) days, such assurance of

July 12, 2004

Initials _____/Date _____

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due performance as is adequate under the circumstances is a repudiation of this Agreement by that party. Acceptance of any improper service or inadequate payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

7. NONASSIGNMENT

This Agreement is not and shall not be assigned for performance or payment by either party, without the express written consent of the other and such consent shall be delivered, in writing, no later than ten (10) days before the assignment shall become tendered. However, either party may, in its sole and unfettered discretion for no reason or for any reason, withhold its consent to the other party.

8. NONRESPONSIBILITY

(a) Outages

G2SOLUTIONS shall not be responsible under this Agreement for any line or power outages or Internet down time or interruptions and will not be responsible for any similar or related problems or circumstances caused by DOJ. This shall include, but will not be limited to any and all information, records, documents or documentation, which is reported as having been received by the Transaction Controller at the DOJ, but which, in fact is lost, rejected or disparaged in any form, shape or manner.

(b) Information Content

G2SOLUTIONS shall, further, not be liable or responsible for the content of information assembled by CLIENT to the extent the same contain any mistake or maligned, affected or inaccurate format or data.

(i) G2SOLUTIONS is not responsible for the transmission or reception of fingerprint quality or for any and all records and documents which may be rejected by DOJ or the Transaction Controller due to poor quality and quality control;

(ii) G2SOLUTION shall not be responsible for Live Scan problems, defects, or configuration errors.

9. STORAGE OF INFORMATION, RECORDS & DOCUMENTS

(a) Storage

Computer disks, CD ROMS, magnetic tapes, and similar materials relating to the work done for the

CLIENT by G2SOLUTIONS will be stored by G2SOLUTIONS for a reasonable period of time, at the sole risk of CLIENT. This storage shall be pursuant to the limitations established in compliance and accordance with the "Terms and Conditions for Private Service Providers in California" as required by the DOJ. All of the above data and materials are and at all times shall remain the property of CLIENT. G2SOLUTIONS shall take reasonable precautions to safeguard the privacy and confidentiality of all of the above data and materials, but G2SOLUTIONS will not be responsible for any loss or dissemination of CLIENTS data or materials unless it results from G2SOLUTION's willful misconduct or negligence.

(b) Ownership

It is understood between the parties that G2SOLUTIONS owns or has full right to use all of the proprietary software and algorithms and other property needed for data transfer and that it has no ownership interest in the information owned by CLIENT and being transmitted to the DOJ over the Internet connection, and;

(c) CLIENT'S Compliance

Notwithstanding any other provision of this Agreement or this subsection of the Agreement, CLIENT must comply with Chapter 5, Information Security, Sections 5.01 through 5.07 of the AGREEMENT TO TERMS AND CONDITIONS FOR PRIVATE SERVICE PROVIDERS IN CALIFORNIA with the DOJ.

10. CONFIDENTIALITY

(a) Information

All statistical, financial, and personnel data relating to the business of the CLIENT, which are confidential and which are clearly designated as confidential, will be kept in the strictest confidence by G2SOLUTIONS and its employees, servants and agents. The foregoing obligation does not apply to any data that have become publicly available or that are rightfully obtained from third parties. G2SOLUTIONS will not be obliged to keep confidential any concepts or techniques relating to electronic data processing that may be developed either solely by G2SOLUTIONS or jointly with CLIENT during the term of this Agreement.

(b) Marketing

G2SOLUTIONS shall not disclose or use the identity

of CLIENT, or the fact of making this Agreement, in any marketing, advertising, or publicity matters, or for purposes of soliciting new clients, without the express written approval of CLIENT, which approval may be withheld at the discretion of CLIENT, although not unreasonably.

11. LAW

G2SOLUTIONS shall ensure compliance by it and any of its officers, directors, employees, agents, contractors and subcontractors with all State and Federal and Local laws, regulations, judicial or administrative orders and ordinances governing their conduct, including but not limited to laws governing G2SOLUTIONS with respect to contact with minors and laws requiring licensing and non-discrimination on the basis of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited categories. G2SOLUTIONS shall indemnify and hold CLIENT and its affiliates harmless against any loss, cost, expense, damage, or action arising from any failure of G2SOLUTIONS and/or its employees, agents, contractors and subcontractors to achieve such legal compliance and to comply with all such applicable laws.

12. HOLD HARMLESS/INDEMNIFICATION OF PARTIES

To the extent permitted by law, CLIENT and G2SOLUTIONS each shall indemnify, hold harmless, release and defend the other and its respective officers, employees, servants and agents against all liability, demands, claims, suits, losses, damages, causes of action, fines or judgment including costs, attorneys' and witnesses' fees and expenses incident thereto for actions by it or by other persons or third parties, including indemnification of the CLIENT by G2SOLUTIONS for its willful misconduct or negligence arising out of or in connection with G2SOLUTION'S performance of its obligations and duties hereunder. Each party shall provide the other with prompt written notice of any such demand, claim or suit against it and each party shall have the right to compromise or defend the same to the extent of its own interest and in the best interest of the other and in which case the party entitled to indemnification shall request indemnification under this paragraph.

13. INTEGRATION

This writing is intended both as the final expression of the Agreement between G2SOLUTIONS and CLIENT, hereto, with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, Section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.

14. ATTORNEYS' FEES AND COSTS

If any contract action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

15. GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of the State of California. Any dispute regarding Paragraph 3 b (iii) of this Agreement shall be in the State of California, County of Solano.

16. BINDING AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors or assigns of the parties hereto.

17. NOTICES

In the event that written notice is to be given to any party pursuant to this Agreement, such notice shall be given by electronic mail or overnight express delivery mail, with confirmation of receipt as follows:

To CLIENT:

To G2SOLUTIONS:

G2SOLUTIONS
351 West Walnut Street
Dixon, CA 95620
Attn: Teresa Morrison

Executed at _____, California, on the date first above written.

G2SOLUTIONS

By: _____

CLIENT

By: _____

