

1 FIRST AMENDMENT TO AGREEMENT NO. 33106

2 **33106**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 33106 is entered into, in  
4 duplicate, effective as of October 1, 2014, for reference purposes only, pursuant to a  
5 minute order adopted by the City Council of the City of Long Beach at its meeting on  
6 August 21, 2012 by and between SRA INTERNATIONAL, INC. ("Consultant"), with a  
7 place of business at 4300 Fair Lakes Court, Fairfax, VA 22033, and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

9 This First Amendment is made with reference to the following facts and  
10 objectives:

11 WHEREAS, City and Consultant executed Agreement No. 33106 on April  
12 16, 2013, wherein Consultant agreed to provide criminal intelligence evaluation and  
13 analysis services to City; and

14 WHEREAS, the parties now desire to extend the Term of the Agreement for  
15 two years; and

16 WHEREAS, the parties now desire to increase Consultant's hourly rate and  
17 number of hours per year on the same terms and conditions as in the original Agreement;

18 NOW THEREFORE, in consideration of the terms and conditions contained  
19 herein, it is mutually agreed by and between the parties hereto as follows:

20 1. Section 1 of Agreement No. 33106 is hereby deleted and amended  
21 in its entirety to read as follows:

22 "1. SCOPE OF WORK OR SERVICES.

23 A. Consultant shall furnish specialized services more particularly  
24 described in Exhibit "A", attached to this Agreement and incorporated by this  
25 reference, in accordance with the standards of the profession, and City shall pay  
26 for these services in the manner described below at the rate of Eighty-Two and  
27 17/100 Dollars (\$82.17) per hour for up to 1975 (One Thousand Nine Hundred  
28 Seventy-Five) hours per year, not to exceed Three Hundred Twenty- Five

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333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 Thousand Dollars (\$325,000.00) during the two (2) year term, on a Time and  
2 Materials basis and under the terms and conditions contained in Exhibit "B".

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

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

21 All invoices should be sent to:

22 Long Beach Police Department  
23 Fiscal Division  
24 400 W. Broadway  
25 Long Beach, CA 90802

26 D. Consultant represents that Consultant has obtained all  
27 necessary information on conditions and circumstances that may affect its  
28 performance and has conducted site visits, if necessary.

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

4 2. Section 2 of Agreement No. 33106 is hereby deleted and amended  
5 in its entirety to read as follows:

6 "2. TERM. The term of this Agreement shall commence on  
7 October 1, 2012, and shall terminate on September 30, 2016, unless sooner terminated  
8 as provided in this Agreement, or unless the services or the Project is completed sooner."

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3. Except as set forth in this First Amendment to Agreement No. 33106, all terms and conditions of the Agreement are ratified and confirmed and shall remain in full force and effect.

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.

SRA INTERNATIONAL, INC.

1/12/2015

By *Mark Grant*

Mark Grant, Contracts Manager

Type or Print Name

2/12/15

By *Ethan I. Dander*

Ethan I. Dander, Asst. Sec.

Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

Assistant City Manager

February 5, 2015

By *Patrick H. West*

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Patrick H. West

City Manager

"City"

This Agreement is approved as to form on January 20, 2015.

CHARLES PARKIN, City Attorney

By *[Signature]*

Deputy

## 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



**DRUG-FREE WORKPLACE** - The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

**ENERGY EFFICIENCY** - The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

**ENVIRONMENTAL LEGISLATION** - The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

**EXCLUDED PARTIES LIST SYSTEM** - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed on the Excluded Parties List System (EPLS) which is available at <http://www.epls.gov/>.

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH** - In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with it's proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

**NATIONAL PRESERVATION ACTS** -The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY** - The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the

Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

**PATENT RIGHTS** - The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

**PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT** - The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

**PUBLICATIONS** – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

**RIGHTS TO DATA** – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).



**RIGHTS TO USE INVENTIONS – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.**