



City of Beverly Hills

Request for Proposals #18-6

**Notice Inviting Submission of Proposals
for
State Legislative Advocacy Services**

Due Date: March 22, 2018

**City of Beverly Hills
Beverly Hills, CA**

**REQUEST FOR PROPOSAL
for
State Legislative Advocacy Services**

RFP # 18-6

March 22, 2018

OVERVIEW

The City of Beverly Hills (herein after referred to as “City”) is seeking to enter into a professional services agreement with a qualified, experienced firm to provide State lobbying services to augment the City’s existing relationship with key State legislators and policy administrators.

BACKGROUND

Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica and Culver City. Within its 5.7 square mile radius, Beverly Hills has approximately 34,000 residents with a business and commercial base that ranks next to cities with a population of several hundred thousand.

Internationally recognized for its alluring retail stores, five-star hotels and exclusive attractions, Beverly Hills attracts visitors from around the world.

As a full-service community, police, fire, water treatment, refuse collection and building inspections, among other services, are provided directly by the City. Beverly Hills has its own school district with a reputation for some of the best schools in the nation.

OBJECTIVES AND SCOPE

Upon acceptance of the successful response to the RFP, the selected firm will utilize the “Scope of Work” as part of the contract entered to with the City. The selected firm will be expected to perform all technical and other analyses necessary to complete the scope of work. The scope of services shall include, but is not limited to, the following:

1. Work with the City Council, the City Manager, and key staff to discuss goals, objectives, opportunities and priorities.
2. Advocate the City’s position to members of the State Assembly, State Senate, the Executive Branch, and other interested parties. Identify opportunities for elected officials and City officials to participate in the legislative process and make recommendations. Those opportunities include, but are not limited to, communication to legislators, providing testimony at legislative hearings, and communication with the Governor and the Governor’s staff.
3. Support a positive relationship with the Governor’s office, State Legislature, State Water Resources Control Board, California Department of Motor Vehicles, the California Department of Parks and Recreation, the Resources Agency, the California Department of Transportation, and/or other agencies. Assist in establishing relations between Councilmembers/City staff and legislative persons, including Chairs and consultants of key committees and other important decision makers.

4. Provide sufficient support to lobby aggressively on any number of legislative priorities as determined by City. Support would include proactively searching for potential legislative vehicles relating to those topics and affecting the outcome of those proposals.
5. Research, provide information, and prepare reports/memo as requested by on a variety of topics, including but not limited to:
 - a. State laws or proposed legislation
 - b. Legislative hearings, reports and testimony
 - c. State regulations/policies
 - d. State funding opportunities for proposed City projects
 - e. Technical memoranda or reports impacting City operations
6. Provide an updated state legislative bill matrix on legislation of interest to City upon request by the City. Request will be made on an as needed basis. Bill matrix shall include current status of legislation, house and/or committee of where legislation is residing, summary of the bill, and City position on legislation.
7. Lobby for the City's position on legislation and regulatory matters of interest including attendance at key legislative hearings and expressing the City's position at these hearings.
8. Coordinate and cooperate with other organizations, municipalities, companies and firms having similar legislative objectives as the City. Where appropriate, advocate positions on legislation and work to secure language in law that will advance the City's interests.
9. Identify potential future legislative issues or opportunities that may interest the City, and help to position the City to benefit from new laws, programs or funding opportunities.
10. Provide the City with copies of bills (introduced or amended) or proposals pertaining to issues of concern/interest to City, particularly those affecting or relating to City's Legislative Program.
11. Track said legislation and provide the City with advance notice of hearings or critical actions relating to those bills or issues.
12. Provide "value added" services such as webinars, grantsmanship symposia, training resources, etc.
13. Prepare briefing materials such as memos summarizing legislation.
14. Draft letters of opposition/support on legislation as directed by City and provide to City for review and modification.
15. Coordinate meetings with State Legislators and agency department leaders to provide the City the opportunity to meet face-to-face with key decision-makers on pertinent City issues.
16. Provide monthly reports of activities pursued or accomplished on behalf of the City.
17. Provide regular updates on the political landscape in Sacramento to help provide context, and identify opportunities and potential issues.
18. Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. Provide the City notification of any changes or modifications that may be pertinent.

SCHEDULE

The anticipated schedule is as follows:

Solicitation issued:	February 28, 2018
Deadline for receipt of questions	March 7, 2018
City response to questions	March 14, 2018
Proposal due date	March 22, 2018
Finalist contacted to schedule interview	Beginning of April 2018
Conduct interview, recommend firm	Mid-April 2018
Anticipated award date	May 2018
Anticipated start date	July 1, 2018

CONTENTS AND ORGANIZATION OF PROPOSAL

The intent of this RFP is to encourage responses that meet the outlined requirements.

A. Proposal Content

Each proposal shall contain the following major sections:

1. **Transmittal Letter.** The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the proposal. The proposal shall clearly identify the firm's legal name and address; the legal form of the firm (e.g. partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member, and attach a copy of the joint venture agreement. If the firm is a wholly-owned subsidiary of a "parent company," please identify the "parent company."
2. **Table of Contents.** List major sections in the proposal and the associated page numbers.
3. **Introduction.** Demonstrate the firm's experience providing legislative advocacy services. Experience in providing legislative services to similar regional agencies, municipalities, agencies, and other governmental or non-governmental agencies should be highlighted. The description should, among other things, summarize capabilities/qualifications, experience/success with representing clients in Sacramento.
4. **Sample Reports.** Describe the format for providing the required reports as identified in the Scope of Services, and attach a sample format if available.
5. **Project Management.** Describe the plans for accomplishing the required work and the firm's approach to representing the City, including: the management approach to the work, location where work will be done, responsibilities for coordination of work with City, and lines of communication needed to maintain required contact. Provide a detailed outline of the firm's current client list and ability to provide timely services.
6. **Staff.** Describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included, if applicable. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task making up the project.
7. **Qualifications and References.** The proposal must describe the nature and outcome of projects previously conducted by the firm which are related to the work described within the RFP. Descriptions should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a sub-consultant is proposed, two to three similar qualifications and references should be provided for the sub-consultant. Up to two samples of the firm's work on closely related projects can also be included with the proposal, if available. References (at least three (3) including contact name and phone number) from cities that have used your consulting services for similar projects within the past two (2) years, who are willing to discuss the work of your firm and/or performance. References shall include the names of

the clients, contact names and phone numbers, addresses, and brief descriptions of the scope of services and funding accomplishments.

8. Cost Proposal. A description of the total costs and/or billing rates for services, staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract. If the firm uses hourly billing rates (instead of a flat retainer fee), please provide a detailed fee summary with a total annual not to exceed cost. All figures entered on the cost sheets must be clearly legible and justified. Please note that the City is currently finalizing its municipal budget for FY 2018-2019. At this time, the budget for Legislative Advocacy Services is \$75,000 (inclusive of all expenses such as postage, messaging, travel, etc.) The City Council may take action to revise this amount prior to issuance of this contract.

9. Additional Information. Submit any additional information or recommendations supporting the proposal.

B. Proposal Format

Respondent's submission shall be a maximum of 20 pages in length.

SUBMITTAL REQUIREMENTS

Proposals must be prepared in English.

The submission requirements for the RFP are detailed below. Any submission shall constitute an irrevocable offer for sixty (60) days following the deadline for its submission. Information contained in the proposal is confidential and shall remain so until a contract is signed.

A. Copies

The respondent shall submit one (1) original and five (5) non-laminated copies of the proposal and all subsequent information requested by City. The City will not accept any proposal submitted by facsimile or email.

B. Contact

Bidders shall not contact the City's Mayor or any Councilmembers during this RFP process regarding the RFP. Only the firm currently under contract with the City may have contact with the Councilmembers, but discussions must be in regards to current legislative advocacy topics. The current firm **MUST NOT** discuss this RFP with the City's Mayor or any Councilmembers during this RFP process or they will be disqualified.

Questions regarding the Requests for Proposal are to be submitted by email only to Cindy Owens at cowens@beverlyhills.org and copied to Logan Phillippo at lphillippo@beverlyhills.org, **no later than 4:30 PM PST on Wednesday, March 7, 2018**. The subject title of such emails should read "RFP No. 18-6 Potential Respondent - (Insert Firm Name)." Any inquiry should state the question only, without additional information. Questions emailed by potential respondents and any additional information that the City provides in response to such questions will be posted on the City's website by **Wednesday, March 14, 2018 at 6:00 PM PST**. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.

C. Deadline

To be considered for this RFP selection process, the Bidder shall submit one (1) original, clearly marked as such, and five (5) copies **no later than 2:00 p.m. on March 22, 2018** to:

City Clerk's Office
City of Beverly Hills
City Hall, 2nd Floor, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210
Attn: Cindy Owens, Senior Management Analyst

Proposals shall be submitted in writing to the address above, with Attn. Cindy Owens on the outside of the envelope or package. City Hall office hours are Monday through Thursday, 7:30 a.m. to 5:30 p.m. and Friday 8:00 a.m. to 5:00 p.m.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful Bidder, all proposals shall be public records. Any respondent may withdraw their response either in person or by written request, sent by mail or facsimile, at any time prior to the scheduled closing time for receipt of submittal. No proposal shall be returned after the date and time set for opening thereof.

D. Rejection of Proposals

Proposals received after 2:00 p.m. shall be considered late. Late submittals will be rejected and returned unopened. If mail delivery is used, the Bidder should mail the proposal early enough to provide for arrival by this deadline. The Bidder uses mail or courier service at its own risk. The City will not be liable or responsible for any late delivery of proposals.

The City reserves the right in its sole discretion to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement in the Request for Proposal, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the RFP.

Immaterial deviations may cause a bid to be rejected. The City may or may not waive an immaterial deviation or defect in a bid proposal. The City's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a respondent from full compliance with the remaining RFP.

Proposals that contain false or misleading statements may be rejected if in the City's opinion the information was intended to mislead the City regarding a requirement of the RFP. Bids may be rejected in any case where it is determined that the proposals are not really competitive, or where the cost is not reasonable.

E. Proof of Authority

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a one hundred eighty (180) day period.

F. Conflict of Interest

The Consultant shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The Consultant shall notify the City of any existing contracts or proposed new contracts which may conflict with the City's interests. The Legislative Representative, and each principal thereof, will file with the City an annual Conflict of Interest statement listing all of its lobbying contracts. Firms submitting proposals in response to this RFP

must disclose to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for Legislative Advocacy Services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

EVALUATION AND SELECTION PROCESS

A. Evaluation

If a firm submits a complete proposal by the City's deadline, an evaluation of the proposal will be performed, based on a competitive selection process. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation of proposals will not be limited to price alone; technical merit, expertise, track record and references, completeness of proposal documents, and demonstrated successes will be strongly considered in the selection process. The following criteria will be used in reviewing and comparing the proposals:

1. Completeness of proposal documents. The ability, capacity, flexibility, and skill of the respondent to provide quality performance under the contract, as evidenced by the quality of any demonstration, client references, and any prior contracts with the City.
2. Understanding of the background and requirements of the Scope of Work.
3. The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and firm's approach to managing resources and project output. Education and experience of proposed personnel. Expertise, competence, experience, performance, solvency and responsiveness.
4. Responsiveness of proposal to specifications described in the RFP, including whether the respondent has agreed to the contracting requirements set forth in this RFP.
5. Demonstrated success in state legislative process generally, and in projects similar to the one described in this RFP.
6. Cost and compensation required.

B. Precontractual Expense

Precontractual expenses include any expenses incurred by Bidders and selected Consultant include the following:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to the City.
3. Travel or accommodation to the City to participate in the interview process.
4. Negotiations with the City on any matter related to proposals.
5. Other expenses incurred by a Consultant or Bidder prior to the date of award of any agreement.

In any event, the City shall not be liable for any precontractual expenses incurred by any Bidder or selected Consultant. Bidders shall not include any such expenses as part of the price proposed in response to this RFP. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

C. Selection Panel

The Selection Panel, composed of City staff and a Council-appointed subcommittee, will evaluate the proposals considering the scope of work and various evaluation criteria, as described below, and will develop a "short list" of acceptable firms. Firms not selected to the short list will be notified at that time. Selected firms will be contacted and an interview will be scheduled. Following interviews, candidate firms will be ranked. Upon determination of the top-ranked firm, the Panel will issue a recommendation to the City Council.

Respondents may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients may also be called. The Panel will make recommendations to the City Council on the basis of the proposal, any oral interviews, and reference check. The City reserves the right to select firm based solely on written proposals and not convene oral interviews. The City Council shall have final authority for the selection. It is anticipated that the City Council will consider awarding a bid at a May 2018 City Council Meeting. The Contract would then become effective July 1, 2018 or as soon as it could be executed thereafter.

D. Negotiations

Negotiations will cover the scope of work, the contract schedule duration, contract terms and conditions, technical specifications, and price. If the negotiating team is unable to reach an acceptable agreement with the selected firm, the team will recommend to the City Manager that the negotiations be terminated and an alternative approach be attempted, including the possibility of entering into negotiations with the second ranking firm.

No contract or agreement, express or implied, shall exist or be binding on the City before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the City in its sole discretion or if, after the City and the Consultant agree to terms and execute a contract, that contract is terminated for any reason, the City may enter into negotiations and sign a contract with any other respondent who submitted timely, responsive and responsible proposals to this RFP, or issue a new RFP and begin the proposal process anew.

At the time of negotiations, the selected firms and all personnel assigned to this contract shall submit verification, if required by applicable State or federal laws, that it is a registered lobbyist and meets the applicable industry standards.

CONTRACT

The City will prepare an Agreement for implementation between the successful respondent and the City (See Appendix A for a Sample). The Consultant's standard form contract will not be considered as an acceptable substitute. The Consultant shall maintain, at a minimum, the insurance requirements specified in the sample Agreement. This includes, but is not limited to:

- Insurance shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.
- A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.
- A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

- Workers' compensation insurance as required by the State of California.
- All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- The policies of insurance shall include provisions for waiver of subrogation.
- The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured.

GENERAL INFORMATION AND INSTRUCTIONS

All communications concerning this RFP should be directed to Cindy Owens, Senior Management Analyst by email at cowens@beverlyhills.org and copied to Logan Phillippo, Senior Management Analyst by email at lphillippo@beverlyhills.org.

No questions or comments are to be directed to the Mayor of the City of Beverly Hills, the Mayor's Office, Beverly Hills City Council, City of Beverly Hills Director of Finance, any public official, or any City of Beverly Hills trustee.

Any information obtained by the selected respondent is confidential, and the selected respondent shall not release or use the information in conjunction with any other endeavor.

The issuance of this RFP and receipt of proposals does not commit the City to award a contract, which is at the sole discretion of the City Council. The City reserves the right to negotiate with any firm which responds to this RFP. The City is not liable for any costs incurred by the proposer in the preparation and submission of a proposal.

City reserves the right to cancel or revise any section of the RFP prior to the due date, and further reserves the right to extend the due date. Any cancellations or revisions to the RFP will be published on the City's website at: <http://www.beverlyhills.org/business/bidlistings/>. The information will also be emailed to any Consultant who the City emailed a copy of the RFP to, as well as to any Consultant who has reached out to the City in regards to this bid as directed above. If any Bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the City no later than three (3) days following the receipt of the addendum.

The City expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Bidder and of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP schedule described above.

The City will be the sole and exclusive judge of quality, compliance with RFP specifications or any other matter pertaining to this RFP. The City reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the City.

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

Respondents are responsible for complying with all federal, state, and local rules and regulations. Respondents agree that the City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject or cancel all or any part of a proposal, issue another proposal with terms and

conditions similar or different to those set forth above, extend any deadline and/or supplement, amend or otherwise modify the proposal.

By submission of a proposal, respondents acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded.

Respondents are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this RFP document shall not be cause to alter the contract or for respondent to request additional compensation.

The successful respondent shall not assign the contract or subcontract, in whole or in part, without the prior written consent of the City. Such consent shall neither relieve the respondent from its obligation nor change the terms of the contract.

Each respondent shall submit in full this completed original RFP document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **Respondent's failure to fully and adequately respond to this RFP may render the bid non-responsive and is grounds for rejection by the City.**

Upon the award of the contract to the successful respondent, the City will require evidence of insurance coverage be furnished prior to issuing a purchase order. The amounts and types of coverage are specified in Appendix A, Section 11 of this RFP document. **All insurance forms must be in a format acceptable to the City.**

Every supplier of materials and services and all Consultants doing business with the City shall be an "Equal Opportunity Employer" as required by Section 2000e of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.

Prices quoted herein must be firm for a period of not less than one hundred eighty (180) days after closing date of this RFP.

RFPs calling for other than a "lump sum" total may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.

Consultants shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its Consultants self-accrue their use tax, **when applicable**, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax, which is self-accrued by the City, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

All materials submitted in response to an RFP will become the property of the City of Beverly Hills and will be returned only at the City's option and at the expense of the Bidder submitting the proposal or bid. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by Bidder that was clearly marked as such will be returned upon request.

APPENDIX A

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND **<Insert name of Consultant>** FOR STATE LEGISLATIVE ADVOCACY SERVICES

NAME OF CONSULTANT: **TBD**

RESPONSIBLE PRINCIPAL OF CONSULTANT: **TBD**

CONSULTANT'S ADDRESS: Attention: **TBD**

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Mahdi Aluzri, City Manager

COMMENCEMENT DATE: July 1, 2018

TERMINATION DATE: June 30, 2021

CONSIDERATION: Not to exceed **<TBD>**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND <Insert
name of Consultant> FOR STATE LEGISLATIVE ADVOCACY SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two (2) additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. City may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Consultant. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent Consultant. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-Consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

(h) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys' fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such

action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

CONSULTANT:

Name
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
City Manager

SHARON L'HEUREUX DRESSEL
Interim Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall perform the following services:

1. Work with the City Council, the City Manager, and key staff to discuss goals, objectives, opportunities and priorities.
2. Advocate City's position to members of the State Assembly, State Senate, the Executive Branch, and other interested parties. Identify opportunities for elected officials and City officials to participate in the legislative process and make recommendations. Those opportunities include, but are not limited to, communication to legislators, providing testimony at legislative hearings, and communication the Governor and the Governor's staff.
3. Support a positive relationship with the Governor's office, State Legislature, State Water Resources Control Board, California Department of Motor Vehicles, the California Department of Parks and Recreation, the Resources Agency, the California Department of Transportation, and/or other agencies. Assist in establishing relations between Councilmembers/City staff and legislative persons, including Chairs and consultants of key committees and other important decision makers.
4. Provide sufficient support to lobby aggressively on any number of legislative priorities as determined by City. Support would include proactively searching for potential legislative vehicles relating to those topics and affecting the outcome of those proposals.
5. Research, provide information, and prepare reports/memo as requested by on a variety of topics, including but not limited to:
 - a. State laws or proposed legislation
 - b. Legislative hearings, reports and testimony
 - c. State regulations/policies
 - d. State funding opportunities for proposed City projects
 - e. Technical memoranda or reports impacting City operations
6. Provide an updated state legislative bill matrix on legislation of interest to City upon request by the City. Request will be made on an as needed basis. Bill matrix shall include current status of legislation, house and/or committee of where legislation is residing, summary of the bill, and City position on legislation.
7. Lobby for the City's position on legislation and regulatory matters of interest including attendance at key legislative hearings and expressing the City's position at these hearings.
8. Coordinate and cooperate with other organizations, municipalities, companies and firms having similar legislative objectives as the City. Where appropriate, advocate positions on legislation and work to secure language in law that will advance the City's interests.
9. Identify potential future legislative issues or opportunities that may interest the City, and help to position the City to benefit from new laws, programs or funding opportunities.
10. Provide the City with copies of bills (introduced or amended) or proposals pertaining to issues of concern/interest to City, particularly those affecting or relating to City's Legislative Program.
11. Track said legislation and provide the City with advance notice of hearings or critical actions relating to those bills or issues.
12. Provide "value added" services such as webinars, grantsmanship symposia, training resources, etc.
13. Prepare briefing materials such as memos summarizing legislation.
14. Draft letters of opposition/support on legislation as directed by City and provide to City for review and modification.

15. Coordinate meetings with State Legislators and agency department leaders to provide the City the opportunity to meet face-to-face with key decision-makers on pertinent City issues.
16. Provide monthly reports of activities pursued or accomplished on behalf of the City.
17. Provide regular updates on the political landscape in Sacramento to help provide context, and identify opportunities and potential issues.
18. Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. Provide the City notification of any changes or modifications that may be pertinent.

SAMPLE

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

<RATES TO BE DETERMINED>

CONSULTANT shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the undisputed amount of such billing within thirty (30) days of receipt of same.

SAMPLE

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED**ADDRESS****COMPANIES AFFORDING COVERAGE**

A.

B.

C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONSULTANT'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Consultant agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Consultant's officers, employees, agents or others employed by Consultant while engaged by Consultant in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE :

BY :

Authorized Insurance Representative

TITLE :

AGENCY :

Address :