



1 City, including but not limited to:

2 A. Review all bills introduced into the California Legislature,  
3 inform City of all legislation affecting City's interests and transmit to City a copy of  
4 all versions of such bills and related background information, such as committee  
5 analyses;

6 B. Act as an official representative of the City with the California  
7 State Legislature and various state governmental agencies, commissions and  
8 persons involved in governmental affairs affecting City when and as designated  
9 and authorized by City;

10 C. Perform all duties customarily performed by legislative  
11 advocates and governmental affairs representatives on behalf of their clients to the  
12 best of Consultant's ability, experience and expertise;

13 D. Transmit all versions of all bills listed in the Legislative Bulletin  
14 of the League of California Cities that may concern City;

15 E. Attend all regular meetings and briefings of "City  
16 Representatives" held by the League of California Cities;

17 F. Track legislation of concern to City, maintain a bill record and  
18 send updated copies regularly to City;

19 G. Prepare monthly written reports to City's City Manager which  
20 summarize Consultant's activities on behalf of City and which offer useful and  
21 current information on State legislative activity;

22 H. Arrange meetings with legislative representative for City staff  
23 and elected officials when necessary, and be prepared to participate as requested;

24 I. Lobby in favor of legislation sponsored by City and on specific  
25 bills and issues as directed by City;

26 J. Provide all the information necessary for City to comply in a  
27 timely manner with filing requirements of the Political Reform Act of 1974; and

28 K. Identify funding that will assist in the creation of new City

1 programs, projects or services or the augmentation of existing City programs,  
2 projects or services.

3 2. CITY'S OBLIGATIONS. In order to facilitate and expedite  
4 Consultant's services on behalf of City, City shall cooperate in a timely manner with  
5 Consultant to inform Consultant as to City's needs relating to legislative advocacy.  
6 Specifically, City shall review and analyze all bills transmitted by Consultant and inform  
7 Consultant of City's positions, if any, in a timely manner, and provide timely briefings and  
8 information to Consultant on all issues of interest to City requiring services of Consultant.

9 3. COORDINATION AND ORGANIZATION.

10 A. Michael J. Arnold shall be the "Associate-in-Charge" under  
11 this Agreement. The Associate-in-Charge shall process, coordinate and direct all  
12 inquiries and requests for services hereunder in order to maximize the timeliness  
13 and usefulness of the responses to said inquiries and requests. The Associate-in-  
14 Charge shall be available, at all reasonable times, to the City Manager or his  
15 designee for all services to be furnished by Consultant hereunder. The Associate-  
16 in-Charge shall also direct and coordinate all internal activities of Consultant to the  
17 end that output from Consultant to City shall be fully coordinated, consistent and  
18 timely.

19 B. The City Manager or his designee shall be City's liaison under  
20 this Agreement, and all actions, communications or other obligations or  
21 responsibilities of City under this Agreement shall be performed by the City  
22 Manager or his designee.

23 4. PAYMENT.

24 A. City shall pay to Consultant the sum of Eight Thousand Three  
25 Hundred Eleven Dollars (\$8,311) per month, with the first payment due on October  
26 31, 2010 for services, if any, rendered during the month of October.

27 B. In addition, City shall reimburse Consultant for out-of-pocket  
28 expenses actually and necessarily incurred by Consultant in providing services

1 hereunder for long distance telephone calls, telegrams, travel at City's request and  
2 similar items. Additionally, City shall reimburse Consultant for any travel and other  
3 expenses directly related to a request by City for Consultant to participate in any  
4 meetings or activities outside Sacramento.

5 C. Notwithstanding any other provision of this Agreement, any  
6 out-of-state travel and any transaction incurring expenses subject to  
7 reimbursement in excess of Two Hundred Dollars (\$200) shall require prior  
8 approval of City's City Manager.

9 D. Not later than the tenth (10<sup>th</sup>) day of each month, Consultant  
10 shall submit an itemized statement of Consultant's activities on behalf of City  
11 during the preceding month.

12 E. Total compensation hereunder shall not exceed One Hundred  
13 Five Thousand Four Hundred Thirty-Two Dollars (\$105,432). The parties agree  
14 that this compensation represents the reasonable value of services to be rendered  
15 by Consultant. If a court of competent jurisdiction or any administrative agency  
16 determines that payment of such compensation was otherwise contingent, then  
17 this Agreement shall be deemed rescinded ab initio.

18 5. TERM OF AGREEMENT. The term of this Agreement shall begin at  
19 midnight on October 1, 2010 and shall terminate at 11:59 p.m. on September 30, 2011,  
20 unless sooner terminate as provided in this Agreement. This Agreement may be  
21 extended for two (2), one (1) year periods.

22 6. TERMINATION. Either party hereto may terminate this Agreement  
23 for any reason at any time by giving to the other party ten (10) days' prior notice of  
24 termination. In the event of termination under this Section, City shall pay Consultant for  
25 services satisfactorily performed at City's direction or in accordance with this Agreement  
26 and eligible costs incurred by Consultant up to the effective date of termination for which  
27 Consultant has not been previously paid and for which Consultant submits an accurate,  
28 itemized statement as required in Section 4.D.

1           7.     ASSIGNMENT. This Agreement contemplates the personal services  
2 of Consultant and Consultant's key employee, Michael J. Arnold, and the parties  
3 acknowledge that a substantial inducement to City for entering this Agreement was and is  
4 the professional reputation and competence said key employee, also identified herein as  
5 "Associate-in-Charge". Consultant shall not assign its rights or delegate its duties  
6 hereunder, or any interest herein, or any portion hereof. Any attempted assignment or  
7 delegation shall be void, and any assignee or delegate shall acquire no right or interest  
8 by reason of such attempted assignment or delegation.

9           8.     ADVERSE INTERESTS LIMITED. Consultant shall file annually with  
10 City a complete list of Consultant's clients for legislative services. Consultant shall report  
11 immediately to City any conflict of interest or conflict between the interests and  
12 instructions of City and any other client of Consultant. If, in the judgment of City, any  
13 such conflict might interfere with the services to be rendered by Consultant hereunder,  
14 this Agreement shall immediately terminate.

15           9.     INDEPENDENT CONTRACTOR. In performing its services,  
16 Consultant is and shall act as an independent contractor and not an employee,  
17 representative or agent of City. Consultant acknowledges and agrees that (a) City will  
18 not withhold taxes of any kind from Consultant's compensation; (b) City will not secure  
19 workers' compensation or pay unemployment insurance to, for or on Consultant's behalf;  
20 and (c) City will not provide and Consultant is not entitled to any of the usual and  
21 customary rights, benefits or privileges of City employees. Consultant expressly warrants  
22 that neither Consultant nor any of Consultant's employees or agents shall represent  
23 themselves to be employees or agents of City.

24           10.    INSURANCE.

25           A.     As a condition precedent to the effectiveness of this  
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
27 duration of this Agreement, from insurance companies that are admitted to write  
28 insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to  
2 Section 1763 of the California Insurance Code and that have ratings of or  
3 equivalent to A:VIII by A.M. Best Company, the following insurance:

4 (a) Commercial general liability insurance (equivalent in scope to  
5 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
6 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
7 coverage shall include but not be limited to broad form contractual liability,  
8 cross liability, independent contractors liability, and products and  
9 completed operations liability. City, its boards and commissions, and their  
10 officials, employees and agents shall be named as additional insureds by  
11 endorsement (on City's endorsement form or on an endorsement  
12 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or  
13 both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and  
14 CG 20 37 07 04), and this insurance shall contain no special limitations on  
15 the scope of protection given to City, its boards and commissions, and  
16 their officials, employees and agents. This policy shall be endorsed to  
17 state that the insurer waives its right of subrogation against City, its boards  
18 and commissions, and their officials, employees and agents.

19 (b) Workers' Compensation insurance as required by the California  
20 Labor Code and employer's liability insurance in an amount not less than  
21 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
22 its right of subrogation against City, its boards and commissions, and their  
23 officials, employees and agents.

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

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

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

6 C. Each insurance policy shall be endorsed to state that  
7 coverage shall not be reduced, non-renewed or canceled except after thirty (30)  
8 days prior written notice to City, shall be primary and not contributing to any other  
9 insurance or self-insurance maintained by City, and shall be endorsed to state that  
10 coverage maintained by City shall be excess to and shall not contribute to  
11 insurance or self-insurance maintained by Consultant. Consultant shall notify City  
12 in writing within five (5) days after any insurance has been voided by the insurer or  
13 cancelled by the insured.

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

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

24 F. Prior to the start of performance, Consultant shall deliver to  
25 City certificates of insurance and the endorsements for approval as to sufficiency  
26 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of  
27 the insurance, furnish to City certificates of insurance and endorsements  
28 evidencing renewal of the insurance. City reserves the right to require complete

1 certified copies of all policies of Consultant and Consultant's subconsultants and  
2 contractors, at any time. Consultant shall make available to City's Risk Manager  
3 or designee all books, records and other information relating to this insurance,  
4 during normal business hours.

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

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

15 11. INDEMNITY.

16 A. Consultant shall indemnify, protect and hold harmless City, its  
17 Boards, Commissions, and their officials, employees and agents ("Indemnified  
18 Parties"), from and against any and all liability, claims, demands, damage, loss,  
19 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
20 costs and expenses, including attorneys' fees, court costs, expert and witness  
21 fees, and other costs and fees of litigation, arising or alleged to have arisen, in  
22 whole or in part, out of or in connection with (1) Consultant's breach or failure to  
23 comply with any of its obligations contained in this Agreement, or (2) negligent or  
24 willful acts, errors, omissions or misrepresentations committed by Consultant, its  
25 officers, employees, agents, subcontractors, or anyone under Consultant's control,  
26 in the performance of work or services under this Agreement (collectively "Claims"  
27 or individually "Claim").

28 B. In addition to Consultant's duty to indemnify, Consultant shall



1 have a separate and wholly independent duty to defend Indemnified Parties at  
2 Consultant's expense by legal counsel approved by City, from and against all  
3 Claims, and shall continue this defense until the Claims are resolved, whether by  
4 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
5 breach, or the like on the part of Consultant shall be required for the duty to defend  
6 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
7 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
8 in the defense.

9 C. If a court of competent jurisdiction determines that a Claim  
10 was caused by the sole negligence or willful misconduct of Indemnified Parties,  
11 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
12 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
13 percentage of willful misconduct attributed by the court to the Indemnified Parties.

14 D. The provisions of this Section shall survive the expiration or  
15 termination of this Agreement.

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

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

24 14. INTEGRATION. This Agreement constitutes the entire  
25 understanding between the parties and supersedes all other agreements, whether oral or  
26 written, with respect to the subject matter herein.

27 15. COSTS. If there is any legal proceeding between the parties to  
28 enforce or interpret this Agreement or to protect or establish any rights or remedies under

1 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

2 16. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject  
4 to applicable rules and regulations, Consultant shall not discriminate against any  
5 employee or applicant for employment because of race, religion, national origin,  
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
7 disability. Consultant shall ensure that applicants are employed, and that  
8 employees are treated during their employment, without regard to these bases.  
9 These actions shall include, but not be limited to, the following: employment,  
10 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
11 termination; rates of pay or other forms of compensation; and selection for training,  
12 including apprenticeship.

13 B. It is the policy of City to encourage the participation of  
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
15 procurement process, and Consultant agrees to use its best efforts to carry out  
16 this policy in its use of subconsultants and contractors to the fullest extent  
17 consistent with the efficient performance of this Agreement. Consultant may rely  
18 on written representations by subconsultants and contractors regarding their  
19 status. Consultant shall report to City in May and in December or, in the case of  
20 short-term agreements, prior to invoicing for final payment, the names of all  
21 subconsultants and contractors hired by Consultant for this Project and information  
22 on whether or not they are a Disadvantaged, Minority or Women-Owned Business  
23 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.  
24 637).

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

1 Agreement.

2 18. RIGHTS AND LIABILITIES. Termination or expiration of this  
3 Agreement shall not affect rights or liabilities of the parties which accrued prior to  
4 termination or expiration of this Agreement.

5 19. TAX REPORTING. As required by federal and state law, City is  
6 obligated to and will report the payment of compensation to Consultant on Form 1099-  
7 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
8 resulting from payments under this Agreement. Consultant shall submit Consultant's  
9 Employer Identification Number (EIN), or Consultant's Social Security Number if  
10 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
11 Financial Management. Consultant acknowledges and agrees that City has no obligation  
12 to pay Consultant until Consultant provides one of these numbers.

13 20. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
14 designed to or entered for the purpose of creating any benefit or right for any person or  
15 entity of any kind that is not a party to this Agreement.

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

24 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
25 accordance with the provisions of the Ordinance, this Agreement is subject to the  
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The  
2 Consultant agrees to post the following statement in conspicuous places at its  
3 place of business available to employees and applicants for employment:

4 "During the performance of a contract with the City of Long Beach,  
5 the Consultant will provide equal benefits to employees with spouses and its  
6 employees with domestic partners. Additional information about the City of  
7 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
8 Long Beach Business Services Division at 562-570-6200."

9 B. The failure of the Consultant to comply with the EBO will be  
10 deemed to be a material breach of the Agreement by the City.

11 C. If the Consultant fails to comply with the EBO, the City may  
12 cancel, terminate or suspend the Agreement, in whole or in part, and monies due  
13 or to become due under the Agreement may be retained by the City. The City  
14 may also pursue any and all other remedies at law or in equity for any breach.

15 D. Failure to comply with the EBO may be used as evidence  
16 against the Consultant in actions taken pursuant to the provisions of Long Beach  
17 Municipal Code 2.93 et seq., Contractor Responsibility.

18 E. If the City determines that the Consultant has set up or used  
19 its contracting entity for the purpose of evading the intent of the EBO, the City may  
20 terminate the Agreement on behalf of the City. Violation of this provision may be  
21 used as evidence against the Consultant in actions taken pursuant to the  
22 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor  
23 Responsibility.

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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 MICHAEL J. ARNOLD AND  
4 ASSOCIATES, INC., a California  
5 corporation

6 Nov 29, 2010

7 By Michael J. Arnold  
8 President  
9 Michael J. Arnold  
10 Type or Print Name

11 Nov. 29, 2010

12 By Michael J. Arnold  
13 Secretary  
14 Michael J. Arnold  
15 Type or Print Name

16 "Consultant"

17 CITY OF LONG BEACH, a municipal  
18 corporation

19 12.8, 2010

20 By J Assistant City Manager  
21 ~~EXECUTED PURSUANT  
22 TO SECTION 301 OF  
23 THE CITY CHARTER.~~  
24 City Manager

25 "City"

26 This Agreement is approved as to form on 12/2, 2010.

27 ROBERT E. SHANNON, City Attorney

28 By [Signature]  
Deputy

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