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B. Establish and maintain liaison with said agencies and officers;
C. Present and disseminate pertinent information and data relating to matters concerning the interests of City;

D. Obtain information and data from said agencies and officers pertaining to matters of interest or concern to City and transmit same to the appropriate officers and employees of City;

E. Monitor federal legislation and rule-making processes by federal agencies (whether pending or introduced or initiated during the term of this Agreement) which impact the operations of City either as determined by Consultant or as directed by the City Manager;

F. Provide City's officials and employees in a timely manner but not less frequently than once each month with verbal status reports, and once every other month with written status reports of legislation and rule-making processes being monitored, including without limitation legislative histories, schedules of hearings on proposed legislation and rules, and copies of proposed legislation and rules and all amendments or proposed amendments thereto;

G. Identify funding that will assist in the creation of new City programs, projects or services or the augmentation of existing City programs, projects or services;

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

I. Conduct conference calls as necessary with City Manager, Assistant City Manager, and their designee(s) to discuss progress of federal advocacy efforts.

2. TERM. The term of this Agreement shall commence at midnight on July 1, 2023, and shall terminate at 11:59 p.m. on June 30, 2025, unless sooner terminated as provided in this Agreement. The term may be extended for three (3) additional one-

1 year periods, at the discretion of the City Manager.

2 3. TERMINATION. Either party hereto may terminate this Agreement for
3 any reason at any time by giving to the other party ten (10) days prior notice of termination.
4 In the event of termination pursuant to this Section 3, City shall pay Consultant for services
5 performed up to the effective date of termination for which Consultant has not previously
6 been paid and for which Consultant submits the statement required in Section 4.

7 4. PAYMENT.

8 A. City shall pay to Consultant the sum of Ten Thousand Dollars
9 (\$10,000) per month, plus an additional sum of up to Ten Thousand Dollars
10 (\$10,000) in approved expenses annually, commencing with the first payment on
11 July 1, 2023. Total annual compensation shall not exceed One Hundred Thirty
12 Thousand Dollars (\$130,000). In the event a court of competent jurisdiction or any
13 administrative agency shall determine that payment of such compensation was
14 otherwise contingent, then this Agreement shall be deemed rescinded ab initio.

15 B. Not later than the tenth (10th) day of each month during the
16 term of this Agreement commencing July 1, 2023, Consultant shall submit to the
17 City Manager, in a form acceptable to him, a reasonably detailed and itemized
18 statement of Consultant's activities on behalf of City during the preceding month.
19 Upon receipt of said statement, City will pay Consultant in due course of payments.

20 5. CITY'S OBLIGATIONS. In order to facilitate and expedite
21 Consultant's services on behalf of City, City shall cooperate in a timely manner with
22 Consultant to inform Consultant as to City's needs relating to legislative advocacy.
23 Specifically, City shall review and analyze all bills transmitted by Consultant and inform
24 Consultant of City's positions, if any, in a timely manner, and provide timely briefings and
25 information to Consultant on all issues of interest to City that require Consultant's services.

26 6. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
27 certifies that, at the time Consultant executes this Agreement and for its duration,
28 Consultant does not and will not perform lobbying services for any other client that is

1 adverse to the interests that Consultant is lobbying for on behalf of City, in the same or a
2 substantially related matter. As a condition of Consultant's representation of City, City
3 agrees that, without further notice, Consultant may represent other clients in matters
4 related to services performed by Consultant under this Agreement, but not if the
5 representation of such other clients is adverse to City. Under no circumstance will
6 Consultant use any confidential information received from City in any way inconsistent with
7 Consultant's professional responsibilities.

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

23 8. INDEPENDENT CONTRACTOR. In rendering services hereunder,
24 Consultant is an independent contractor and not an employee of City. Consultant
25 acknowledges and agrees that (a) City will not withhold taxes of any kind from Consultant's
26 compensation; (b) City will not secure workers' compensation or pay unemployment
27 insurance to, for or on Consultant's behalf; and (c) City will not provide and Consultant is
28 not entitled to any of the usual and customary rights, benefits or privileges of City

1 employees. Consultant expressly warrants that neither Consultant nor any of Consultant's
2 employees or agents shall represent themselves to be employees or agents of City.

3 9. INSURANCE.

4 A. As a condition precedent to the effectiveness of this
5 Agreement, Consultant shall procure and maintain, at Consultant's expense
6 for the duration of this Agreement, from insurance companies that are
7 admitted to write insurance in California and have ratings of or equivalent
8 to A:V by A.M. Best Company or from authorized non-admitted insurance
9 companies subject to Section 1763 of the California Insurance Code and
10 that have ratings of or equivalent to A:VIII by A.M. Best Company, the
11 following insurance:

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

26 (b) Workers' Compensation insurance as required by the California
27 Labor Code and employer's liability insurance in an amount not less than
28 \$1,000,000. This policy shall be endorsed to state that the insurer waives

1 its right of subrogation against City, its boards and commissions, and their
2 officials, employees and agents.

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

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

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

13 C. Each insurance policy shall be endorsed to state that coverage
14 shall not be canceled except after thirty (30) days prior written notice to City (except
15 ten (10) days for non-payment of premium and Consultant's professional liability
16 insurance which does not provide for such notice), shall be primary and not
17 contributing to any other insurance or self-insurance maintained by City, and shall
18 be endorsed to state that coverage maintained by City shall be excess to and shall
19 not contribute to insurance or self-insurance maintained by Consultant. Consultant
20 shall notify City in writing within five (5) days after any non-professional liability
21 insurance has been voided by the insurer or cancelled by the insured. In the unlikely
22 event that Consultant's professional liability insurance was cancelled, Consultant
23 would advise the City in a timely manner.

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

1 the date this Agreement expires or is terminated.

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

6 F. Prior to the start of performance, Consultant shall deliver to City
7 certificates of insurance and the endorsements for approval as to sufficiency and
8 form. In addition, Consultant shall, upon renewal of the insurance, furnish to City
9 certificates of insurance and endorsements evidencing renewal of the insurance.
10 City reserves the right to require complete certified copies of all non-professional
11 liability policies of Consultant and Consultant's subconsultants and contractors, at
12 any time. Consultant shall make available to City's Risk Manager or designee all
13 books, records and other information relating to this non-professional liability
14 insurance, during normal business hours.

15 G. Any modification or waiver of these insurance requirements
16 shall only be made with the approval of City's Risk Manager or designee. Not more
17 frequently than once a year, City's Risk Manager or designee may require that
18 Consultant, Consultant's subconsultants and contractors change the amount, scope
19 or types of coverages required in this Section if, in his or her sole opinion, the
20 amount, scope or types of coverages are not adequate. Consultant reserves the
21 right to review any future modification by the City of these professional liability
22 insurance requirements. Notwithstanding the foregoing, if Consultant fails or refuses
23 to obtain such modified amount, scope or types of coverages as the City may
24 require, the City's sole remedy for Consultant's failure or refusal shall be to terminate
25 the Agreement with no right to monetary damages, and the City shall pay Consultant
26 for services performed by it prior to termination.

27 H. The procuring or existence of insurance shall not be construed
28 or deemed as a limitation on liability relating to Consultant's performance or as full

1 performance of or compliance with the indemnification provisions of this Agreement.

2 10. INDEMNITY.

3 A. Consultant shall indemnify, protect and hold harmless City, its
4 Boards, Commissions, and their officials, employees and agents (“Indemnified
5 Parties”), from and against any and all liability, claims, demands, damage, loss,
6 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
7 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,
8 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
9 in part, out of or in connection with (1) Consultant’s breach or failure to comply with
10 any of its obligations contained in this Agreement, or (2) negligent or willful acts,
11 errors, omissions or misrepresentations committed by Consultant, its officers,
12 employees, agents, subcontractors, or anyone under Consultant’s control, in the
13 performance of work or services under this Agreement (collectively “Claims” or
14 individually “Claim”).

15 B. If a court of competent jurisdiction determines that a Claim was
16 caused by the sole negligence or willful misconduct of Indemnified Parties,
17 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the
18 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
19 percentage of willful misconduct attributed by the court to the Indemnified Parties.

20 C. The provisions of this Section shall survive the expiration or
21 termination of this Agreement.

22 11. NOTICE. Any notices shall be in writing and personally delivered or
23 deposited in the U.S. Postal Service, first class, postage prepaid to Consultant at the
24 address above, and to City at 411 West Ocean Boulevard, Long Beach, California 90802
25 Attn: City Manager. Notice of change of address shall be given in the same manner as
26 stated for other notices. Notice shall be deemed given on the date deposited in the mail
27 or on the date personal delivery is made, whichever occurs first.

28 12. AMENDMENT. This Agreement, including all Exhibits, shall not be

1 amended, nor any provision or breach waived, except in writing signed by the parties which
2 expressly refers to this Agreement.

3 13. GOVERNING LAW. This Agreement shall be governed by and
4 construed pursuant to the laws of the State of California (except those provisions of
5 California law pertaining to conflicts of laws).

6 14. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
7 constitutes the entire understanding between the parties and supersedes all other
8 agreements, oral or written, with respect to the subject matter in this Agreement.

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

18 16. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
19 accordance with the provisions of the Ordinance, this Agreement is subject to the
20 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
21 Long Beach Municipal Code, as amended from time to time.

22 A. During the performance of this Agreement, the Consultant
23 certifies and represents that the Consultant will comply with the EBO. The
24 Consultant agrees to post the following statement in conspicuous places at its place
25 of business available to employees and applicants for employment:

26 "During the performance of a contract with the City of Long Beach, the
27 Consultant will provide equal benefits to employees with spouses and its
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

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

22 18. CONTINUATION. Termination or expiration of this Agreement shall
23 not affect rights or liabilities of the parties which accrued prior to termination or expiration
24 of this Agreement.

25 19. TAX REPORTING. As required by federal and state law, City is
26 obligated to and will report the payment of compensation to Consultant on Form 1099-
27 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
28 resulting from payments under this Agreement. Consultant shall submit Consultant's

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 Employer Identification Number (EIN), or Consultant's Social Security Number if
2 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
3 Financial Management. Consultant acknowledges and agrees that City has no obligation
4 to pay Consultant until Consultant provides one of these numbers.

5 20. [RESERVED].

6 21. THIRD PARTY BENEFICIARY. This Agreement is not intended or
7 designed to or entered for the purpose of creating any benefit or right for any person or
8 entity of any kind that is not a party to this Agreement.

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

11 _____, 2023
12 HOLLAND & KNIGHT LLP, a California
13 limited liability partnership
14 By Eve M O'Toole
15 Name Eve M O'Toole
16 Title Senior Policy Advisor

17 EXECUTED PURSUANT
18 TO SECTION 301 OF
19 THE CITY CHARTER.

20 _____, 2023
21 "Consultant"
22 CITY OF LONG BEACH, a municipal
23 corporation
24 By Linda J. Jabum
25 City Manager

26 "City"
27 This Agreement is approved as to form on July 11, 2023.
28

DAWN MCINTOSH, City Attorney
By [Signature]
Deputy