

1 AGREEMENT

2 **29819**

3 THIS AGREEMENT is made and entered, in duplicate, as of October 16,
4 2006 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting held on October 3, 2006, by and between
6 MICHAEL J. ARNOLD AND ASSOCIATES, INC., a California corporation, with its principal
7 place of business at 1127 11th Street, Suite 820, Sacramento, California 95814
8 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, there is a need to hire a legislative advocate to assist City in
10 keeping informed about activities in the State Capitol that may affect the citizens of City
11 and their municipal government; and

12 WHEREAS, there is a need to retain expert assistance to help City formulate
13 and communicate in the most effective ways City's policies and positions to the California
14 Legislature and State agencies, including the members of the Long Beach Legislative
15 Delegation; and

16 WHEREAS, Consultant has previously performed such services for City in
17 an effective, efficient and satisfactory manner; and

18 WHEREAS, by reason of extensive experience in dealing with governmental
19 agencies and officials, Consultant is particularly and peculiarly qualified to serve City in
20 establishing and maintaining liaison for City and representing City with other governmental
21 entities and officials; and

22 WHEREAS, City desires to contract with Consultant so that Consultant's
23 services will be available to the appropriate City officers when said services are required;

24 NOW, THEREFORE, in consideration of the terms and conditions contained
25 herein, the parties agree as follows:

26 1. SCOPE OF WORK. Consultant shall be available to perform the services
27 of a legislative advocate on behalf of City when and as requested by City, including but not
28 limited to:

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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

4 b) Act as an official representative of the City with the California State
5 Legislature and various state governmental agencies, commissions and persons involved
6 in governmental affairs affecting City when and as designated and authorized by City;

7 c) Perform all duties customarily performed by legislative advocates and
8 governmental affairs representatives on behalf of their clients to the best of Consultant's
9 ability, experience and expertise;

10 d) Transmit all versions of all bills listed in the Legislative Bulletin of the
11 League of California Cities that may concern City;

12 e) Attend all regular meetings and briefings of "City Representatives" held
13 by the League of California Cities;

14 f) Track legislation of concern to City, maintain a bill record and send
15 updated copies regularly to City;

16 g) Prepare monthly written reports to City's City Manager which summarize
17 Consultant's activities on behalf of City and which offer useful and current information on
18 State legislative activity;

19 h) Arrange meetings with legislative representatives for City staff and elected
20 officials when necessary, and be prepared to participate as requested;

21 i) Lobby in favor of legislation sponsored by City and on specific bills and
22 issues as directed by City;

23 j) Provide all the information necessary for City to comply in a timely manner
24 with filing requirements of the Political Reform Act of 1974; and

25 k) Identify funding that will assist in the creation of new City programs,
26 projects or services or the augmentation of existing City programs, projects or services.

27 2. CITY'S OBLIGATIONS. In order to facilitate and expedite Consultant's
28 services on behalf of City, City shall cooperate in a timely manner with Consultant to inform

1 Consultant as to City's needs relating to legislative advocacy. Specifically, City shall review
2 and analyze all bills transmitted by Consultant and inform Consultant of City's positions,
3 if any, in a timely manner, and provide timely briefings and information to Consultant on
4 all issues of interest to City requiring services of Consultant.

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

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

16 4. PAYMENT. A. City shall pay to Consultant the sum of Eight Thousand
17 Forty Nine Dollars (\$8,049.00) per month, with the first payment due on October 31, 2006
18 for services, if any, rendered during the month of October.

19 B. In addition, City shall reimburse Consultant for out-of-pocket expenses
20 actually and necessarily incurred by Consultant in providing services hereunder for long
21 distance telephone calls, telegrams, travel at City's request and similar items. Additionally,
22 City shall reimburse Consultant for any travel and other expenses directly related to a
23 request by City for Consultant to participate in any meetings or activities outside
24 Sacramento.

25 C. Notwithstanding any other provision of this Agreement, any out-of-state
26 travel and any transaction incurring expenses subject to reimbursement in excess of Two
27 Hundred Dollars (\$200.00) shall require prior approval of City's City Manager.

28 D. Not later than the tenth (10th) day of each month, Consultant shall submit

1 an itemized statement of Consultant's activities on behalf of City during the preceding
2 month.

3 E. Total compensation hereunder shall not exceed One Hundred Two
4 Thousand Two Hundred Eighty Three Dollars (\$102,283.00). The parties agree that this
5 compensation represents the reasonable value of services to be rendered by Consultant.
6 If a court of competent jurisdiction or any administrative agency determines that payment
7 of such compensation was otherwise contingent, then this Agreement shall be deemed
8 rescinded ab initio.

9 5. TERM OF AGREEMENT. The term of this Agreement shall begin at
10 midnight on October 1, 2006 and shall terminate at 11:59 p.m. on September 30, 2007,
11 unless sooner terminated as provided in this Agreement.

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

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

27 8. ADVERSE INTERESTS LIMITED. Consultant shall file annually with City
28 a complete list of Consultant's clients for legislative services. Consultant shall report

1 immediately to City any conflict of interest or conflict between the interests and instructions
2 of City and any other client of Consultant. If, in the judgment of City, any such conflict
3 might interfere with the services to be rendered by Consultant hereunder, this Agreement
4 shall immediately terminate.

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

12 10. AMENDMENT. This Agreement shall not be amended, nor any provision
13 or breach hereof waived, except in writing signed by the parties which expressly refers to
14 this Agreement. This Agreement shall not be construed against either party as the drafter.

15 11. GOVERNING LAW. This Agreement shall be governed by and
16 construed pursuant to the laws of the State of California (except those provisions of
17 California law pertaining to conflicts of laws).

18 12. INTEGRATION. This Agreement constitutes the entire understanding
19 between the parties and supersedes all other agreements, whether oral or written, with
20 respect to the subject matter herein.

21 13. ATTORNEY'S FEES. In the event that there is any legal proceeding
22 between the parties to enforce or interpret this Agreement or to protect or establish any
23 rights or remedies hereunder, the prevailing party shall be entitled to its costs and
24 expenses, including reasonable attorney's fees.

25 14. NONDISCRIMINATION. Consultant shall not, subject to applicable laws,
26 rules and regulations, discriminate in rendering services hereunder on the basis of race,
27 color, religion, national origin, sex, sexual orientation, AIDS, AIDS related condition, age,
28 disability or handicap.

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15. NO WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

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

17. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Consultant on Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant's Social Security Number or Employer Identification Number is [REDACTED]

18. THIRD PARTY BENEFICIARY. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

19. NOTICE. Any notice required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated herein, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth

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opposite their signatures.

November 14, 2006

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

By Michael J. Arnold
President
Michael J. Arnold
(Type or Print Name)

November 14, 2006

By Michael J. Arnold
Secretary
Michael J. Arnold
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH

November 20, 2006

By [Signature]
City Manager

"City"

This Agreement is approved as to form on 11/16, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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