

1 necessary funds for such payment by the City in each fiscal year during the term of
2 this Agreement. For the purposes of this Section, a fiscal year commences on
3 October 1 of the year and continues through September 30 of the following year. In
4 the event that the City Council of the City fails to appropriate the necessary funds
5 for any fiscal year, then, and in that event, the Agreement will terminate at no
6 additional cost or obligation to the City.

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

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

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

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on
4 December 1, 2020, and shall terminate at 11:59 p.m. on November 30, 2022, unless
5 sooner terminated as provided in this Agreement, or unless the services or the Project is
6 completed sooner. The term may be extended for an additional two-year period, at the
7 discretion of the City Manager.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's
10 representative, if any, named in Exhibit "C", attached to this Agreement and
11 incorporated by this reference. Consultant shall advise and inform City's
12 representative of the work in progress on the Project in sufficient detail so as to
13 assist City's representative in making presentations and in holding meetings on the
14 Project. City shall furnish to Consultant information or materials, if any, described
15 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
16 shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City
18 for entering this Agreement was and is the reputation and skill of Consultant's key
19 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
20 reference. City shall have the right to approve any person proposed by Consultant
21 to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,
23 Consultant is and shall act as an independent contractor and not an employee,
24 representative or agent of City. Consultant shall have control of Consultant's work and the
25 manner in which it is performed. Consultant shall be free to contract for similar services to
26 be performed for others during this Agreement; provided, however, that Consultant acts in
27 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
28 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;

1 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
2 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
3 the usual and customary rights, benefits or privileges of City employees. Consultant
4 expressly warrants that neither Consultant nor any of Consultant's employees or agents
5 shall represent themselves to be employees or agents of City.

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this
8 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
9 duration of this Agreement, from insurance companies that are admitted to write
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best
11 Company or from authorized non-admitted insurance companies subject to Section
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
13 by A.M. Best Company, the following insurance:

14 i. Commercial general liability insurance (equivalent in
15 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
16 than One Million Dollars (\$1,000,000.00) per each occurrence and Two
17 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall
18 include but not be limited to broad form contractual liability, cross liability,
19 independent contractors liability, and products and completed operations
20 liability. City, its boards and commissions, and their officials, employees and
21 agents shall be named as additional insureds by endorsement (on City's
22 endorsement form or on an endorsement equivalent in scope to ISO form CG
23 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04
24 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain
25 no special limitations on the scope of protection given to City, its boards and
26 commissions, and their officials, employees and agents. This policy shall be
27 endorsed to state that the insurer waives its right of subrogation against City,
28 its boards and commissions, and their officials, employees and agents.

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ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

iii. Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

iv. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per accident.

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

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

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

1 continuing coverage for a period of not less than three (3) years, commencing on
2 the date this Agreement expires or is terminated.

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

7 F. Prior to the start of performance, Consultant shall deliver to City
8 certificates of insurance and the endorsements for approval as to sufficiency and
9 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
10 insurance, furnish to City certificates of insurance and endorsements evidencing
11 renewal of the insurance. City reserves the right to require complete certified copies
12 of all policies of Consultant and Consultant's subconsultants and contractors, at any
13 time. Consultant shall make available to City's Risk Manager or designee all books,
14 records and other information relating to this insurance, during normal business
15 hours.

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

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

25 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
26 contemplates the personal services of Consultant and Consultant's employees, and the
27 parties acknowledge that a substantial inducement to City for entering this Agreement was
28 and is the professional reputation and competence of Consultant and Consultant's

1 employees. Consultant shall not assign its rights or delegate its duties under this
2 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
3 of City, except that Consultant may with the prior approval of the City Manager of City,
4 assign any moneys due or to become due Consultant under this Agreement. Any
5 attempted assignment or delegation shall be void, and any assignee or delegate shall
6 acquire no right or interest by reason of an attempted assignment or delegation.
7 Furthermore, Consultant shall not subcontract any portion of its performance without the
8 prior approval of the City Manager or designee, or substitute an approved subconsultant
9 or contractor without approval prior to the substitution. Nothing stated in this Section shall
10 prevent Consultant from employing as many employees as Consultant deems necessary
11 for performance of this Agreement.

12 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
13 certifies that, at the time Consultant executes this Agreement and for its duration,
14 Consultant does not and will not perform services for any other client which would create
15 a conflict, whether monetary or otherwise, as between the interests of City and the interests
16 of that other client. Consultant further certifies that Consultant does not now have and shall
17 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
18 other source of income, interest in real property or investment which would be affected in
19 any manner or degree by the performance of Consultant's services hereunder. And,
20 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
21 and contractors.

22 8. MATERIALS. Consultant shall furnish all labor and supervision,
23 supplies, materials, tools, machinery, equipment, appliances, transportation and services
24 necessary to or used in the performance of Consultant's obligations under this Agreement,
25 except as stated in Exhibit "D".

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Consultant or furnished to Consultant in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
2 models, reports, summaries, drawings, designs, notes, plans, information, material and
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
4 in a format identified by City, and City shall have the unrestricted right to use and disclose
5 the Data in any manner and for any purpose without payment of further compensation to
6 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
7 Data shall not be made available to any person or entity for use without the prior approval
8 of City. This warranty shall survive termination of this Agreement for five (5) years.

9 10. TERMINATION. Either party shall have the right to terminate this
10 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
11 prior written notice to the other party. In the event of termination under this Section, City
12 shall pay Consultant for services satisfactorily performed and costs incurred up to the
13 effective date of termination for which Consultant has not been previously paid. The
14 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
15 date of termination, Consultant shall deliver to City all Data developed or accumulated in
16 the performance of this Agreement, whether in draft or final form, or in process. And,
17 Consultant acknowledges and agrees that City's obligation to make final payment is
18 conditioned on Consultant's delivery of the Data to City.

19 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
20 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
21 performing its services, during the term of this Agreement and for five (5) years following
22 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
23 all information, whether written, oral or visual, obtained by any means whatsoever in the
24 course of performing its services for the same period of time. Consultant shall not disclose
25 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
26 of others except for the purpose of this Agreement.

27 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
28 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates

1 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
2 without breach of this Agreement by Consultant; or (c) a third party who has a right to
3 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
4 disclosed pursuant to subpoena or court order.

5 13. ADDITIONAL COSTS AND REDESIGN.

6 A. Any costs incurred by City due to Consultant's failure to meet
7 the standards required by the scope of work or Consultant's failure to perform fully
8 the tasks described in the scope of work which, in either case, causes City to request
9 that Consultant perform again all or part of the Scope of Work shall be at the sole
10 cost of Consultant and City shall not pay any additional compensation to Consultant
11 for its re-performance.

12 B. If the Project involves construction and the scope of work
13 requires Consultant to prepare plans and specifications with an estimate of the cost
14 of construction, then Consultant may be required to modify the plans and
15 specifications, any construction documents relating to the plans and specifications,
16 and Consultant's estimate, at no cost to City, when the lowest bid for construction
17 received by City exceeds by more than ten percent (10%) Consultant's estimate.
18 This modification shall be submitted in a timely fashion to allow City to receive new
19 bids within four (4) months after the date on which the original plans and
20 specifications were submitted by Consultant.

21 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
22 amended, nor any provision or breach waived, except in writing signed by the parties which
23 expressly refers to this Agreement.

24 15. LAW. This Agreement shall be construed in accordance with the laws
25 of the State of California, and the venue for any legal actions brought by any party with
26 respect to this Agreement shall be the County of Los Angeles, State of California for state
27 actions and the Central District of California for any federal actions. Consultant shall cause
28 all work performed in connection with construction of the Project to be performed in

1 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
2 county or municipal governments or agencies (including, without limitation, all applicable
3 federal and state labor standards, including the prevailing wage provisions of sections 1770
4 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
5 marshal, health officer, building inspector, or other officer of every governmental agency
6 now having or hereafter acquiring jurisdiction.

7 16. PREVAILING WAGES.

8 A. Consultant agrees that all public work (as defined in California
9 Labor Code section 1720) performed pursuant to this Agreement (the "Public
10 Work"), if any, shall comply with the requirements of California Labor Code sections
11 1770 *et seq.* City makes no representation or statement that the Project, or any
12 portion thereof, is or is not a "public work" as defined in California Labor Code
13 section 1720.

14 B. In all bid specifications, contracts and subcontracts for any
15 such Public Work, Consultant shall obtain the general prevailing rate of per diem
16 wages and the general prevailing rate for holiday and overtime work in this locality
17 for each craft, classification or type of worker needed to perform the Public Work,
18 and shall include such rates in the bid specifications, contract or subcontract. Such
19 bid specifications, contract or subcontract must contain the following provision: "It
20 shall be mandatory for the contractor to pay not less than the said prevailing rate of
21 wages to all workers employed by the contractor in the execution of this contract.
22 The contractor expressly agrees to comply with the penalty provisions of California
23 Labor Code section 1775 and the payroll record keeping requirements of California
24 Labor Code section 1771."

25 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
26 constitutes the entire understanding between the parties and supersedes all other
27 agreements, oral or written, with respect to the subject matter in this Agreement.

28 18. INDEMNITY.

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A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents (“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant’s breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Project’s compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant’s control, in the performance of work or services under this Agreement (collectively “Claims” or individually “Claim”).

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

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

1 D. The provisions of this Section shall survive the expiration or
2 termination of this Agreement.

3 19. AMBIGUITY. In the event of any conflict or ambiguity between this
4 Agreement and any Exhibit, the provisions of this Agreement shall govern.

5 20. FORCE MAJEURE. If any party fails to perform its obligations
6 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
7 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
8 governmental regulations, governmental controls, judicial orders, enemy or hostile
9 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
10 beyond the reasonable control of the party obligated to perform, then that party's
11 performance will be excused for a period equal to the period of such cause for failure to
12 perform.

13 21. NONDISCRIMINATION.

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

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry out this
27 policy in its use of subconsultants and contractors to the fullest extent consistent
28 with the efficient performance of this Agreement. Consultant may rely on written

1 representations by subconsultants and contractors regarding their status.
2 Consultant shall report to City in May and in December or, in the case of short-term
3 agreements, prior to invoicing for final payment, the names of all subconsultants
4 and contractors hired by Consultant for this Project and information on whether or
5 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
6 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

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

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

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

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

6 23. NOTICES. Any notice or approval required by this Agreement shall
7 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
8 postage prepaid, addressed to Consultant at the address first stated above, and to City at
9 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
10 to the City Engineer at the same address. Notice of change of address shall be given in
11 the same manner as stated for other notices. Notice shall be deemed given on the date
12 deposited in the mail or on the date personal delivery is made, whichever occurs first.

13 24. COPYRIGHTS AND PATENT RIGHTS.

14 A. Consultant shall place the following copyright protection on all
15 Data: © City of Long Beach, California _____, inserting the appropriate year.

16 B. City reserves the exclusive right to seek and obtain a patent or
17 copyright registration on any Data or other result arising from Consultant's
18 performance of this Agreement. By executing this Agreement, Consultant assigns
19 any ownership interest Consultant may have in the Data to City.

20 C. Consultant warrants that the Data does not violate or infringe
21 any patent, copyright, trade secret or other proprietary right of any other party.
22 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
23 and employees harmless from any and all claims, demands, damages, loss, liability,
24 causes of action, costs or expenses (including reasonable attorney's fees) whether
25 or not reduced to judgment, arising from any breach or alleged breach of this
26 warranty.

27 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
28 that Consultant has not employed or retained any entity or person to solicit or obtain this

1 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
2 commission or other monies based on or from the award of this Agreement. If Consultant
3 breaches this warranty, City shall have the right to terminate this Agreement immediately
4 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
5 due under this Agreement or otherwise recover the full amount of the fee, commission or
6 other monies.

7 26. WAIVER. The acceptance of any services or the payment of any
8 money by City shall not operate as a waiver of any provision of this Agreement or of any
9 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
10 Agreement shall not constitute a waiver of any other or subsequent breach of this
11 Agreement.

12 27. CONTINUATION. Termination or expiration of this Agreement shall
13 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
14 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

23 29. ADVERTISING. Consultant shall not use the name of City, its officials
24 or employees in any advertising or solicitation for business or as a reference, without the
25 prior approval of the City Manager or designee.

26 30. AUDIT. City shall have the right at all reasonable times during the
27 term of this Agreement and for a period of five (5) years after termination or expiration of
28 this Agreement to examine, audit, inspect, review, extract information from and copy all

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

1 books, records, accounts and other documents of Consultant relating to this Agreement.

2 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
3 designed to or entered for the purpose of creating any benefit or right for any person or
4 entity of any kind that is not a party to this Agreement.

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

7 ARC STRATEGIES, LLC, a California
8 limited liability company

9 November 30, 2020 By Amy Brown
10 Name Amy Brown
11 Title Partner

12 December 30, 2020 By Blair O'Leary
13 Name Blair O'Leary
14 Title Legislative Advocate

"Consultant"

15 CITY OF LONG BEACH, a municipal
16 corporation

17 December 15, 2020 By Linda J. Latum

City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City"

18 This Agreement is approved as to form on DEC. 10, 2020.

21 CHARLES PARKIN, City Attorney

22 By [Signature]
23 Deputy

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EXHIBIT “A”

Scope of Work



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

1. OVERVIEW OF PROJECT

The City of Long Beach (City) requests the services of a professional consulting firm (Consultant) to provide state legislative representation services benefiting a full-service Charter City. The Legislative Representative(s) receives policy direction from the Mayor and nine City Council members and reports to the City Manager, or his designee. The Legislative Representative(s)' primary contact will be with the Manager of Government Affairs in the City Manager's Office.

About Long Beach

Home to approximately 470,000 people, the multiple award-winning and innovative City of Long Beach offers all the world-class amenities of a large metropolitan city while maintaining a strong sense of individual and diverse neighborhoods nestled together along the California coast. Long Beach is home to the Queen Mary, Aquarium of the Pacific, several museums and theaters, a highly-rated school district, Long Beach Airport, the Port of Long Beach, as well as many award-winning City departments such as Health and Human Services; Parks, Recreation and Marine; Development Services; and more. The City also has a highly-respected university and city college, two historic ranchos, five hospitals, five golf courses, 171 parks, miles of beaches, marinas, bike paths, and a Bike Share program.

The City is a diverse and dynamic city that covers approximately 52 square miles. Long Beach is the 7th largest city in California, and the 2nd largest in Los Angeles County. The U.S. Census (2010) found that the median age in Long Beach is 33 years old, and 25% of the City's residents are under the age of 18. The City is ethnically diverse: 40.8% Latino/Hispanic, 29.4% Caucasian, 13.0% African American, 12.6% Asian, and 1.1% Native Hawaiian and other Pacific Islander. The median household income (2009-2013) is \$52,711, and 20.2% of Long Beach residents live below the poverty level (2009-2013). The Los Angeles-Long Beach-Santa Ana area ranked #2 in the nation for having the greatest number of Lesbian, Gay or Bisexual persons. Long Beach consistently achieves a perfect score on the Human Rights Campaign's Municipal Equality Index.

Long Beach is a full-service charter city and operates under the City Manager-Council form of government. The City Council is made up of nine part-time Councilmembers, elected by district. The Mayor is chosen in a citywide election, presides over City Council meetings, presents annual budget recommendations to the City Council and has veto power over Council actions. The City Manager serves at the discretion of the City Council. As head of the municipal government, the City Manager is responsible for the efficient administration of all departments, with the exception of the elective offices and three semi-autonomous commissions. The City currently employs approximately 6,000 full-time equivalent positions.



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

The State Legislative Representative(s) will report and be accountable to the City Manager.

Departments under the oversight of the City Manager include:

- ✓ Development Services
- ✓ Fire Department
- ✓ Financial Management
- ✓ Energy Resources
- ✓ Health and Human Services
- ✓ Human Resources
- ✓ Disaster Preparedness and Emergency Communications
- ✓ Library Services
- ✓ Long Beach Airport (LGB)
- ✓ Police Department
- ✓ Parks, Recreation and Marine
- ✓ Public Works
- ✓ Technology and Innovation
- ✓ Economic Development



City of Long Beach
Purchasing Division
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

3. SCOPE OF PROJECT

The City requests the services of a professional consulting firm (Consultant) to provide state legislative representation services. The Legislative Representative(s) receives policy direction from the City Council and reports to the City Manager, or his designee. The Legislative Representative(s)' primary contact will be with the Manager of Government Affairs in the City Manager's Office.

Primary activities will include:

- Review all state legislative proposals introduced during each legislative session;
- Identify and track legislation that may impact the City, including programs and services atypical of cities, including but not limited to: federally funded homeless services, hospital seismic compliance, oil operations, major multi-use developments, alternative energy production, and sea-level rise;
- Accurately identify City Departments most impacted by each bill monitored;
- Learn City finances, programs and operations to objectively articulate potential impacts from pending legislation;
- Distribute the City's legislative position letter to members of the City's delegation, author of the legislation, and members of applicable policy committees in Sacramento to convey the position once the City takes a legislative position;
- Testify on behalf of the City at committee hearings; and,
- Remain up to date on the City's current affairs.

Collectively, the City expects these activities will result in positive outcomes for the City, as demonstrated by direct State funding to the City, and achievement of positive legislative and regulatory outcomes on behalf of the City.

The Legislative Representative(s) shall not have other clients with competing interests with the City, including any cities, agencies, or special authorities in southern California.

The Legislative Representative(s) shall provide services and advice to the City, which shall include, but not be limited to the following:

3.1 Research and Reports:

Provide research and timely written and oral information to the City, beyond what is publicly available online, as directed by the City Manager on matters that include, but are not limited to:

- 3.1.1 Existing and proposed state laws and regulations that affect the City's interests;
- 3.1.2 Reports on, and testimony from, legislative hearings;



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- 3.1.3 The development and progress of state issues affecting specified City's interests;
- 3.1.4 State agency and department regulations, guidelines, directives, and other instruments of administrative policy;
- 3.1.5 Grants and other funding opportunities for proposed City projects;
- 3.1.6 Technical reports and memoranda affecting City operations and fiscal conditions;
- 3.1.7 Copies of proposed legislation and associated reports;
- 3.1.8 Research, identify and secure grant funding or other opportunities for funds;
- 3.1.9 Monitor existing and proposed laws and regulations that affect the interests and priorities of the City;
- 3.1.10 Pursue State grant funding, special designations or other nominations that would increase the City's likelihood of obtaining grant funds; and,
- 3.1.11 The Legislative Representative(s) shall submit monthly reports to the City Manager to communicate work that has been done on behalf of the City.

3.2 Meetings:

- 3.2.1 Arrange meetings for City officials with the Governor, members of the State Legislature, State Policy and Appropriation Committees, and State agencies; provide logistical support and attend these meetings, as necessary; and,
- 3.2.2 Attend City Council meetings as well as State Legislation Committee meetings as requested by the City Manager to report on activities.

3.3 Proposals/Recommendations:

- 3.3.1 Strategy on proposed legislation and budget requests;
- 3.3.2 Summaries of grant opportunities as authorized by law, and a follow up on the specific grant guidelines when they become available; and,
- 3.3.3 Propose and develop opportunities that will access funding at the policymaking level.



1121 L Street, STE 408 Sacramento, CA 95814 | www.lawpolicy.com | 916.341.0808 | 916.341-0849 (fax)

PROPOSAL

ARC STRATEGIES, LLC

STATE LEGISLATIVE REPRESENTATION

Proposal Contact:

Amy Brown
Managing Partner | Arc Strategies, LLC
1121 L Street #408 | Sacramento, CA 95814
P: 916-601-7400
abrown@lawpolicy.com
www.lawpolicy.com

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Attachments

- A. Certification of Compliance
- C. Statement of Non-Collusion
- D. Debarment, Suspension, Ineligibility Certification
- E. W-9 and Vendor Application
- F. Secretary of State Certification
- G. Equal Benefits Ordinance Compliance
- H. Insurance Requirements
- I. Client List
- J. Signed Acknowledgement of Addendum

1. Cover Letter

September 24, 2020

City of Long Beach
Purchasing Division
Attn: Elisa Landeros (RFP No. CM20-070)
411 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Dear Ms. Landeros:

Thank you for the opportunity to submit our response to the City of Long Beach's (City) Request for Proposals (RFP) to provide contract government relations and legislative advocacy services. We are eager to submit our proposal in an effort to continue the important work Arc Strategies (Arc) has performed for the past four years on the City's behalf.

Due to our strong working relationship with the City's team, we have a keen understanding of the unique attributes of the City and the fundamental and structural challenges you face every day because we have faced them too. We look forward to continuing our collaborative working relationship and being your representatives before the State Legislature, the Governor's Administration and the plethora of state agencies, regulatory agencies, departments and commissions.

The California State Legislature is active and frequently unpredictable, but our combined experience and successes on the City's behalf has led to many positive changes for the residents and businesses in Long Beach.

It is important for the City to have stability in their representation in Sacramento, therefore it is our continued goal to establish a long-standing presence on your behalf and serve the City Council, Mayor and City staff for many years to come.

All elements of the City's RFP requirements have been reviewed and understood. We intend to enter into an agreement under the terms and conditions stated herein. Our team not only wants to meet your expectations as your lobbying firm, but we will strive to exceed those expectations and examine ways to improve our services moving forward.

Summary of Advocacy Efforts in Sacramento

Collectively, Arc's team has over 60 years of experience in the State Capitol and before regulatory agencies on behalf of an array of clients, which include several local governments. Our highly effective political and technical capabilities are unmatched in California's legislative and administrative arenas. The team is experienced in representing our clients on a broad range of issues, covering legislation and regulations before the state's boards, commissions and agencies. Specifically, we have represented our local government clients in the areas of redevelopment dissolution, infrastructure finance district reform, workers' compensation, pension reform, public safety, water policy, affordable housing, port, and energy issues for two decades and most recently, COVID-19 related regulatory and legislative proposals affecting the City.

Due to the City's high-profile presence in Sacramento coupled with our hard work, expertise and relationships in the Capitol, we have benefited from several successes in receiving state budget allocations, defeating onerous legislation, implementing amendments or striving for the passage of bills the City sponsors or supports. The strong working relationships we have were especially important during this unprecedented time of COVID-19

pandemic, increases in wildfires and the significant unrest of civil justice here in California.

State Budget ~

As the seventh largest city by population in California, Long Beach just missed the mark of a population of at least 500,000 to receive a direct allocation from the CARES Act. In response, the City and Arc Strategies worked with the State Department of Finance (DOF) and its legislative delegation to advocate for a direct allocation for cities with populations between 300,000 and 500,000. The seven cities that fit within that population range were successful in receiving \$225 million. Additionally, cities with populations of less than 300,000 were allocated \$275 million.

The City received \$40,280,494 in CARES Act funding through the State. City Council approved a spending plan on July 14, 2020 to assist pandemic response.

In another related budget success this year, the City and Arc worked with the Department of Finance and the Cities of Pasadena and Berkeley – both operate their own public health departments like Long Beach – to advocate for a direct allocation of State Realignment funding instead of those funds being redirected through respective counties and continuums of care (COCs). The efforts resulted in a one-time allocation to the City of Long Beach of \$562,079.

In 2019, the City received one of the primary allocations of the \$300 million that Governor Newsom allocated from the General Fund for the Homeless. Housing Assistance and Prevention program. Due to our relationships, connections and follow up discussions with key decision makers in the Newsom Administration, the Department of Finance and Legislative leaders, Long Beach was one of the State's first recipients.

State Regulatory Work ~

In terms of regulatory work, we were also successful in facilitating discussions with the State Lands Commission and the State Controller to review the City's options to expend revenues from the Tidelands Fund on programs that seek to mitigate impacts to environmental justice communities.

On a related matter, we have worked with Assembly Member O'Donnell and the State Lands Commission on proposing legislation to remove the cap on funding the State's Oil Trust Fund to ensure adequate funding from state funds for decommissioning oil and gas operations in the Long Beach State Tidelands at the end of the life of the field. Unfortunately, the Department of Finance has been reluctant to support these efforts. We are continuing our work with the State Lands Commission and the Department of Finance to reach an agreed upon solution and will continue those discussions through 2021.

Legislative Successes ~

Our legislative successes over the past two years has led to the passage of two significant pieces of legislation. In 2019, the City sponsored legislation that would exempt the laborious and time-consuming California Environmental Quality Act (CEQA) process from hotel and motel conversion projects for transitional housing. That bill, SB 450 by Senator Umberg passed the Legislature and is now on the Governor's desk. Due to our collective efforts, the bill only received two "no" votes from members, which is significant considering the historical controversial discussions around CEQA exemptions.

This year, the City of Long Beach sponsored AB 2932 (O'Donnell) which was recently signed into law by Governor Newsom. AB 2932 authorizes the City of Long Beach to use the design-build contracting process to award contracts for curb ramps in compliance with the Americans with Disabilities Act. The urgency of this bill was predicated upon the timeliness of the project, thus a final push needed to be made amidst the COVID-19 pandemic to ensure construction of these specific ramps by the required deadline.

In terms of affordable housing legislation, the City has been at the forefront of discussions with key legislators

and staff about the implications of proposed policy changes and their impacts at the local level. The City is perceived to many housing experts in Sacramento as a resource and is often times called upon before legislation is introduced. The simple argument of “usurping local control” does not resonate with many legislators in this particular area due to the dire need for increased affordable housing in California. The City has understood this political shift, and thus approaches perceived onerous legislation practically. This leads to discussions with decision makers on the detailed reasons why certain changes in statute will not work. Many times, those arguments will be incorporated in legislation. Sometimes, however, they are not. To that end, there are a number of instances where the City inevitably takes oppose positions and aggressively advocates to defeat those measures.

All of these efforts have entailed working with not only the Governor’s Administration and the Legislature, but with specific state commissions, boards and agencies responsible for allocating project funds. We have strategically positioned our clients to align infrastructure improvement efforts with available funding sources whether through the State’s General Fund, State Bonds, grant funding, or a combination of all these sources.

Methodology

In addition to the aforementioned efforts, we have been successful in taking active positions and/or negotiating specific amendments on proposed legislation that directly affects the local governments we represent. Our success in this area has led to excellent working relationships with legislators and their staff, the Governor’s Office and state agency heads, thus optimally positioning our firm to assist the City with its state advocacy objectives.

Our collective team has experience in effectively relaying to our clients the policy and political dynamics that influence legislative action. To successfully manage the desired scope of work set forth in the City’s RFP, we will advise and assist the City with relationship and coalition building, legislative and administrative advocacy, grant opportunities, and legislative tracking/weekly status reports.

Lead Contacts

Arc’s Managing Partner Amy Brown is the lead contact for this proposal. Please find her contact information below:

Amy Brown
P: 916-601-7400
abrown@lawpolicy.com
www.lawpolicy.com

Conclusion

We are confident that our expertise will mesh with the City’s goals, and we look forward to further discussions. Again, we not only want to meet your expectations, but we will strive to exceed those expectations.

Respectfully submitted,



Amy Brown, Partner
Arc Strategies, LLC

2. Company Background

2.1. Primary Consultant Information

2.1.1. *The Primary Consultant for this Proposal*

Arc Strategies, LLC (Arc)

Company Information:

Arc Strategies, LLC
1121 L Street, STE 408
Sacramento, CA 95814
916-341-0808 (office)
916-341-0849 (fax)
abrown@lawpolicy.com

2.1.2. *Company Ownership*

Arc Strategies is a limited liability corporation. The structure of the firm includes four partners, Amy Brown, Dominic DiMare, Kim Craig and Jonathan Feldman, two associate staff lobbyists, Max Perry and Colin Hawley, and one support staff, Armando Jimenez, our executive assistant/scheduler.

2.1.3. *Location of Company Offices*

Arc Strategies is exclusively located in Sacramento, CA.

2.1.4. *Location of Office Servicing Any California Accounts*

Arc Strategies' Sacramento office, located at 1121 L Street, STE 408, Sacramento, CA 95814, services all of our accounts.

2.1.5. *Number of Employees*

All Arc Strategies employees work out of our Sacramento office. Currently, none of our employees, full time or part time, reside in Long Beach. In addition to the four partners, Arc currently employs three full-time employees.

<u>Employee</u>	<u>Position</u>	<u>Employment Status</u>	<u>Resident of:</u>
Max Perry	Legislative Advocate	Full time	Sacramento, CA
Armando Jimenez	Assistant/Scheduler	Full time	Sacramento, CA
Colin Hawley	Legislative Advocate	Full time	Sacramento, CA

2.1.6. *Location from Which Employees Are Assigned*

All employees will be assigned from the Sacramento, CA office location.

2.1.7. *Consultant Point of Contact*

The point of contact for our proposed contract with the City is as follows:

Amy Brown, Partner

Arc Strategies, LLC
P: 916-341-0808
C: 916-601-7400
abrown@lawpolicy.com

2.1.8. Background/History & Qualifications for Arc Strategies (Arc)

Arc is a Sacramento-based lobbying firm providing services to public agencies and private sector clients. Arc's highly effective political and technical capabilities are unmatched in California's legislative and administrative arenas. Partners Amy Brown, Dominic DiMare, Kim Craig and Jonathan Feldman have more than 60 years of combined experience working in and around government. Our team has held public government positions both for Democrats and Republicans, as well as private sector roles in governmental relations. Arc provides an array of bipartisan government services to clients such as issue analysis, legislative advocacy, and regulatory/administrative actions.

Arc is a diverse team bringing together a wealth of knowledge and experience. Our track record in federal, state and local advocacy, as well as other areas such as technology and procurement is why clients seek our representation before the Legislature, the Governor's Administration, and State regulatory agencies and commissions. Further, Arc is proficient in the State's procurement laws and processes. Partners of Arc have a proven track record assisting our clients in securing contracts or funding with state and local government agencies. Our strong ties to the Legislature have successfully enabled us to help clients identify funding in the budget process and help agencies purchase goods and services from our clients.

By way of example, on behalf of our client, the City of West Sacramento, we were successful in advocating for the passage of four bills that expanded the use of several tools to assist city governments, including infrastructure finance districts and investment authorities. Unfortunately, the bills were ultimately vetoed by Governor Brown despite receiving bipartisan legislative support. However, we are currently engaged in conversations with the Governor's top cabinet members on moving forward with legislation that will become law and have a positive impact on this situation.

As previously mentioned, we were also successful in helping pass legislation for the City of West Sacramento to ensure that sales tax revenues were not shifted to neighboring jurisdictions in an effort to offer rebates.

We are fortunate to currently represent several local governments in California, including the cities of Ontario, Riverside, San Carlos, and West Sacramento. In the past, we have represented the cities of St. Helena and Greenfield and the counties of Sutter and Butte.

Understanding the City's Needs/Scope of Work (In no order of importance)

Based on our experience representing the City for the past four years and review of the RFP provided, it is our understanding that the City seeks to retain an advocate to address the below issue areas that have a direct correlation with state government. Arc's general approach is to conduct a full-day planning meeting with key City officials to drill down specific desired outcomes before hitting the ground running in Sacramento. We will then reach out to your legislative delegation immediately to brief them on the City's priorities as we approach the first half of the 2020-2021 legislative session. Due to our representation of the City, we have developed very strong relationships with Assembly Member Patrick O'Donnell, Assembly Member Mike Gipson, Senator Lena Gonzalez, Senator Steve Bradford and Senator Tom Umberg. All are strong and tenacious legislators and represent the City well. We look forward to our continued collaboration with these members and their staff.

Historically, we have a weekly conference call with City staff to discuss pending legislation, budget requests and other regulatory needs. We also provide a weekly legislative matrix of all legislation the City is

monitoring. Those matrices are submitted with updates and summaries, the latest discussions in the Capitol and anticipated changes in policy.

The Arc team regularly meets with your representatives and other decision makers to discuss the City's positions on pending policy and budget proposals. We also participate in local government coalitions such as the League of California Cities, the State Association of Counties (when applicable), and other energy, water, law enforcement and pension coalitions. As we have experienced in our years as advocates, there is strength in numbers. Below is a summary of the experience we have had in these issue areas as well as the work we have performed on your behalf.

This year's legislative session brought unprecedented policies, protocols and outcomes due to the COVID-19 pandemic, civil unrest and wildfires. Both State and local government are rushing to respond to these health, environmental and civil justice issues that have had devastating effects on California. The Long Beach team fought hard under these harrowing circumstances to protect the residents, businesses and environmental quality of the City.

Despite shifted focus toward the pandemic, wildfire mitigation and civil justice reform, the Legislature and Governor remained steadfast to address the State's housing and homeless crises. Based on the Legislature's prioritization and reduction of bills this year, we can surmise that the State will continue to aggressively push a political agenda that attempts to address these issues for the foreseeable future.

We can anticipate that housing and homelessness will continue to be at the forefront of legislative priorities for Senate President Toni Atkins and Assembly Speaker Anthony Rendon as well as Governor Newsom. Senator Atkins' top priorities will continue to be affordable housing, solving the homelessness crisis and providing an increase in state services to California's most vulnerable populations. Assemblymember Rendon does not introduce legislation as Assembly Speaker but he advocates for solutions to these crises.

To that end, as we approach the 2021 Legislative year, we anticipate more of the same: COVID-19 palliation, climate change improvements, social justice reform, housing, homelessness and workers' rights. We anticipate robust debate around financial stability and reliable, sustainable utility infrastructure.

Liaison/Relationships

The Arc team will perform the functions necessary to successfully manage the desired scope of work set forth in the City's RFP. Our team anticipates working closely with City representatives to build a legislative program that reflects the City's priorities and responds to those needs in all aspects of state government. Our approach to project management relies heavily on coordinated communication between City representatives and the Arc team.

Arc has experience in effectively relaying to our clients the policy and political dynamics that influence legislative action. With the ongoing communication and information sharing that we emphasize, the City's decision-making ability increases and the desired legislative outcomes are more readily achieved. Below we describe some of the key aspects of the methodology and tactics we propose to effectively advance the City's state advocacy interests.

Developing solid relationships with these lawmakers is beneficial in a number of ways. First, it allows for an open and honest dialogue of political issues with a familiar face. Secondly, identifying issues for the elected members early, perhaps before opposing viewpoints are vetted, will allow the City the first opportunity to shape opinions on potentially controversial matters.

With any group entering into the political arena of the California State Legislature, the first order of business is to know where to go, what to say, and how to say it. Based on the City's identified priority areas, our team recommends targeting specific legislators, legislative staff, and members of the Administration with whom to

meet to discuss your strategic goals. These policymakers would be selected based on a number of factors, including whether they hold a leadership position or key committee chairmanship, their district profile, whether they are a member of the Long Beach delegation, and whether they hold a position at an agency or department that is critical to advancing policies in the City's priority areas.

Our team also recommends collaborating with other like-minded entities and associations to magnify the impact of the City's advocacy and find ways in which these groups may coordinate efforts on message and outreach. We have identified a few of those potential allies: The League of California Cities, California State Association of Counties, and the California Municipal Utility Association.

Because of our good relationships with individuals representing these associations, we can facilitate meetings with their policy advocates to begin conversations about collaborating on efforts where their interests align with the City's interests. Working with several alliances is a tactical way of reaching out to a vast number of decision makers. In addition, many of these groups already work in coalitions on efforts such as redevelopment and realignment. The City can participate in such coalitions to cover more ground in the policy areas it prioritizes and to achieve economies of scale in its advocacy work.

Legislative Advocacy

Our team will work with the City's staff on newly introduced legislation and state agency activities that pertain to the City's priority issue areas in a manner that minimizes duplication of efforts and provides the best utility for the City's policy staff. All required duties contained in your RFP will be coordinated with City staff and regular updates will be provided. An updated legislative matrix can be provided weekly during the legislative session. Bill language and position letters will be drafted and prepared as desired and directed.

If selected to represent the City, we would immediately begin working to identify strategies and proposals for the 2021 session that the City may have interest in sponsoring, co-sponsoring, supporting or opposing. Prior to directly discussing your legislative program in detail, we can only speak in generalities regarding the types of issues and input required from the City to properly pursue its state advocacy needs.

Before introduction of a bill or budget proposals, we will maintain contact with legislators, administration officials, governmental agencies, committee staff, local government partners, and others who are interested in topics of concern to the City in an effort to determine, as far in advance as possible, pertinent legislation which may be introduced. We will develop and implement a strategy with appropriate individuals to influence the content of potential legislation prior to its introduction. Such a strategy may include forming a coalition of support with other interested parties and meeting with the potential sponsor to explain the logic of the client's position. In some cases, we will need rapid input from the City that will not afford long lead times or much advance notice.

We will work with the City on testimony to be given before each legislative committee. This includes both the substantive statement and the approach in presenting the testimony. The advocate presents the testimony unless the testimony of the client's representative is deemed more effective. Again, responsiveness is important if the City wants to alter or reinforce elements of testimony.

Once a bill passes through committees and reaches the floor, we will lobby key members and leadership to ensure that the City's viewpoint is represented in floor debates. If opposing legislation, then we will educate legislators making a statement in opposition. If supporting, we will prepare selected legislators to assist the author in making favorable statements on the floor. We are present when a bill is heard to assist in gathering votes. At any stage in the process, amendments can crop up and we will use our best judgment in dealing with these when we are unable to obtain direct input from the City.

Before a bill reaches the Governor, we will lobby the Governor's Office and relevant state agencies to support the City's position. (This is an ongoing process as the bill moves through the Legislature, which is given greater emphasis as the measure approaches the Governor's Desk.) At this juncture, it may also be important

for City representatives and leaders to reach out to the Governor. We will orchestrate such efforts but need to know we can depend on action when it will be beneficial to the City's needs.

It is our view that working cooperatively with the City in the development of its legislative objectives will ensure that our team can exceed your expectations. Our goal is to become not only outside consultants to the City but integral team members that can bring our skills together with those of your staff.

Arc also recommends to the City a coordinated strategy to lobby state agency and department officials that regulate programs pertaining to local government. Over the years, Arc has represented clients before most of the state's regulatory agencies. On behalf of our local government clients, we have dealt extensively with CalPERS and the departments of Finance, Housing and Community Development, and Transportation, on issues such as redevelopment, public retirement, and infrastructure. In the energy arena, we have developed excellent relationships with the California Energy Commission, the California Public Utilities Commission, and the California Air Resources Board. For corporate clients such as Albertsons/Safeway, we have considerable experience advocating on workforce development issues within the California Labor & Workforce Development Agency. We have also tracked and advocated for administrative appointments on behalf of other association clients.

We regularly monitor and participate in hearings and meetings concerning the development and implementation of California administrative policies on behalf of our clients, including adoption of regulations. Based on this experience, we understand how to navigate regulatory issues with as much skill as we do legislative ones in the Capitol. In order to be successful in representing the City, we will need to pay equal attention to policy trends emanating from both the Legislature and administrative agencies.

Communication

As previously stated, our team's success relies heavily on an open dialogue with our clients. We recommend a full day of discussion of legislative/regulatory priorities and subsequent weekly calls with key City officials. We are also available via email and cell phone anytime on an as-needed basis.

Reports

Our team will continue monitoring, analyzing, and recommending action on proposals of the Legislature and Administration potentially affecting the City. We will then summarize those efforts in a written document for the Contract Administrator on a weekly basis.

As part of the bill tracking and monitoring, we will work with the City's governmental affairs staff to develop workable formats to follow each bill of interest. A coordinated approach will be developed so the weekly legislative report meets the needs and expectations of the City. Our team will also tailor the report to include written status of administrative actions pertaining to the City's issues, a summary of proposals/actions and their potential impacts, recommended positions, and upcoming hearing dates.

Our team also reviews each bill by hand and flags those that have a direct impact to the City. Because of our close working relationships with legislators, we often are aware of proposals prior to their introduction and can notify our clients immediately upon learning of the proposals. We are always in direct contact with legislative leaders and staff to better understand and be aware of any major significant issues that may occur in the Legislature but may not be voted out in the bill proposal process.

Lastly, Arc will file the quarterly Lobbyist Employer Report (Form 635) on behalf of the City, and complete all registration requirements related to lobbying that are mandated by the California Secretary of State's Office.

2.1.9. Length of time Consultant has been providing services described in this RFP to the public/private sector. Please provide description.

Arc Strategies, LLC has been incorporated since 2005 and has provided state legislative representation to public and private sector clients continuously during this time. We have also been registered with the Secretary of State as a lobbying firm since 2005. Our work has included representation of multiple local government entities, including the cities of West Sacramento, Riverside, Ontario, Napa, St. Helena and Greenfield, and the counties of Kern, Sutter, and Butte. Please see more about our specific local government experience under section 2.1.8.

2.1.10. Resumes for Key Staff

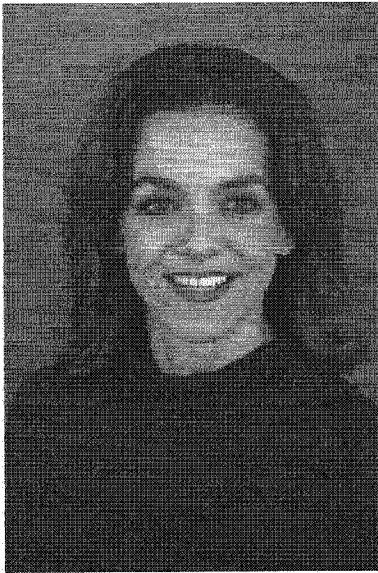
Arc Strategies personnel privileged to represent the City, and their roles, are indicated below:

Name	Title	Position	Mobile #:	Email:
Amy Brown	Partner	Lead	916-601-7400	abrown@lawpolicy.com
Kim Craig	Partner	Primary Support	916-835-7730	kcraig@lawpolicy.com
Max Perry	Legislative Advocate	Primary Support	209-418-8288	mperry@lawpolicy.com
Dominic DiMare	Partner	Secondary Support	916-801-8084	abrown@lawpolicy.com
Jonathan Feldman	Partner	Secondary Support	909-957-4683	jfeldman@lawpolicy.com

** It should be noted that the Arc team works in solidarity. You never see just one of us roaming the halls of the capitol. We pride ourselves on working together on most issues. We also have three fulltime support staff to handle letter delivery, requisite reporting, and scheduling.*

Resumes:

See pages 10-15.



Amy Brown, Partner

Legislative Advocate

Amy represents the firm's clients before the California State Legislature, state and local regulatory agencies, and provides consulting services to various local agencies. She is also the editor and publisher of the Public Retirement Journal and Public Agency Coalition Alert – two monthly publications that cover public pension and health care issues, local government employee relations, and industry expert interviews.

Prior to her work with the firm, she was a legislative representative for the League of California Cities where she represented all 478 cities before the Legislature and other state agencies in the areas of public employees' retirement, workers' compensation, labor relations, telecommunications, elections, open meetings and records, and conflict of interest issues. During this time, she served on the Board of Directors of the California Commission on Workers' Compensation (CCWC), an association that was actively involved in the workers' compensation reform package passed by the Legislature and signed by Governor Arnold Schwarzenegger in 2004.

Before joining the League, Amy worked as a consultant for Shannon, Davis & Associates, a human resources and management consulting firm which provides services to cities, districts and counties throughout California. Among her diverse projects in that capacity, Amy was privileged to serve the City of Citrus Heights when it incorporated in 1997. She has also worked for the City of San Jose, the Town of Los Gatos, and the City of Oakland.

While working towards her Master's degree in Public Administration from Cal State Hayward, Amy served as a legislative aide to former Assembly Member Mike Sweeney. She has a Bachelor of Arts degree in politics from the University of California at Santa Cruz.

Education

M.P.A. California State University
B.A. University of California

Affiliations

League of CA Cities
California State Assn. of Counties
Equality California
Fem Dems of California
Capitol Network

Recognitions

Voted:

"Favorite Lobbyist to Work With"

Capitol Weekly Lobbyist Awards, Nov 2009

"One of the Most Influential People in CA".
With a background in local government issues, Brown has become one of the Capitol's top voices on retirement and pension issues.

Capitol Weekly Top 100, April 2010; April 2014

Recognized:

"She's under 40, but she's a player when it comes to retirement in CA"

Capitol Weekly, April 2011

Alumnus:

Tough Mudder 2010 (Bear Valley)
Tough Mudder 2011 (Squaw Valley)
Tough Mudder 2012 (North Star)

1121 L Street, STE 408, Sacramento, CA 95814; www.lawpolicy.com; 916-341-0808
abrown@lawpolicy.com



Dominic DiMare, Partner

Legislative Advocate

Dominic was raised in, and around, a thriving California-based family produce company and learned every aspect of the family enterprise from the ground up. From picking tomatoes, loading rail cars and trucks to developing overseas business opportunities, Dominic has been involved in nearly every facet of business. His experience led him to the halls of the California State Capitol where he used his background to help educate legislators, advocate for the industry and eventually represent more than 16,000 business members before the Legislature and Administration as the Vice-President of Governmental Affairs for the California Chamber of Commerce (CalChamber). Dominic's lobbying and management skills allowed him to lead coalitions of diverse business interests that worked on a variety of issues, including the general business response to the statewide energy crisis, outsourcing, taxation, workers' compensation, telecommunications, financial privacy and California's new policies on climate change.

Education

J.D., University of the Pacific,
McGeorge School of Law

B.A., American University,
Washington D.C.

Affiliations

CA Chamber of Commerce
Institute of Government Advocates
River Charter Schools
Western Growers Association

Recognitions

Alumnus:
Tough Mudder 2011 (Squaw Valley) and
2012 (Tahoe)

American Diabetes Association
2015 Father of the Year

Prior work experience includes: Legislative Director for Assemblymember Dennis Cardoza, (D- Atwater) where Dominic was responsible for managing the Assemblyman's legislative agenda; Consultant to the Assembly Committee on Agriculture, where he was the lead for policy analysis and drafting and resolving disputes between interested parties; and Lobbyist for the Agricultural Council of California, an association that represents agricultural cooperatives. Dominic also has experience working for FTK Holland BV, a fruit and vegetable import company located outside of Rotterdam, Holland.

Dominic is a founder and past President of the River Charter Schools Board of Directors; a member of the Board of Directors of the Western Growers Association; a member of the Board of Directors of the Institute of Governmental Advocates; a past member of the Board of Directors of the Asian Pacific Leadership Project; and a past member of the Board Directors for the Yolo Basin Foundation.

Dominic earned a Bachelor of Arts degree in History and Public Communications from American University in Washington D.C. and a Juris Doctorate from the McGeorge School of Law, University of the Pacific.



Kim Craig, Partner

Legislative Advocate

Kim Craig has worked for almost 20 years in the public sector providing strategic policy advice at both the state and local levels.

Most recently, Kim served as the Chief Deputy Cabinet Secretary in the Office of Governor Edmund G. Brown, Jr. where she managed a variety of issues including Natural Resources, Water, Housing, Transportation and Cannabis. During her tenure in the Governor's office Kim led the negotiations for the administration on Proposition 68- the recently approved parks, water and climate bond. Additionally, she worked with the Legislature to pass a permanent funding source for housing –The Building Homes and Jobs Act and negotiated the necessary changes to integrate the state's medicinal cannabis statutes with Proposition 64 which resulted in the Medicinal and Adult –Use Cannabis Regulation and Safety Act (MAUCRSA).

Education

BA; UC San Diego

MPA; San Diego State University

Before joining the Governor's office, Kim Craig served as special assistant in the Office of California State Assembly Speaker Toni G. Atkins. She managed all water policy and special projects for the Speaker. She was an advocate at KP Public Affairs from 2012 to 2014, chief of staff in the Office of California State Assemblymember Toni G. Atkins from 2010 to 2012 and deputy chief of staff in the Office of California State Senator Denise Moreno Ducheny from 2005 to 2010 where she spent a majority of her time working on budget issues for the Senate Budget Committee Chair.

Before moving to Sacramento, Kim served as senior policy adviser in the Office of San Diego City Councilmember Toni G. Atkins from 2000 to 2005 where she focused on infrastructure financing, water and local energy issues. She started her career as a field representative in the Office of California State Assemblymember Denise Moreno Ducheny from 1996 to 2000.

Kim holds a Master of Public Administration degree from San Diego State University and a Bachelor of Arts degree from the University of California at San Diego.



Jonathan Feldman

Legislative Advocate

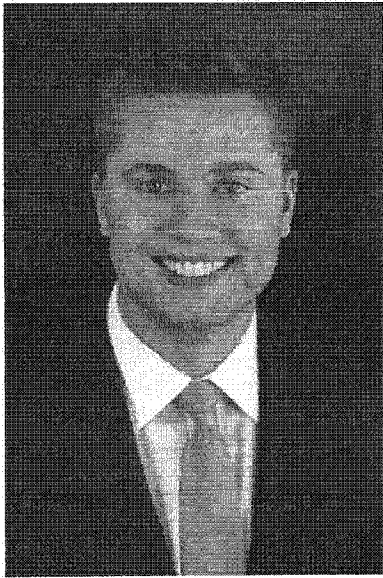
Jonathan Feldman is the newest Legislative Advocate to Arc Strategies. Prior to his current position, Feldman ran the political and legislative program for the California Police Chiefs Association. During that time, Feldman helped guide major shifts in public policy governing law enforcement, including negotiating legislation regarding civil asset forfeiture, bail reform, sanctuary state laws, police use of force and transparency, homelessness and mental health reform, and cannabis. At no time in recent history has law enforcement faced as many significant policy shifts, and Feldman has been at the center of each critical legislative debate and statewide ballot measures. From local police to the State Department of Justice, Feldman is intimately connected to California's law enforcement community.

Education

BA; CSU Sacramento

Before working for the police chiefs, Feldman worked on legislation, press, and campaigns for members of the California State Legislature, most recently Assemblymember Mike Gipson (D-Carson). While working inside the Capitol, Feldman developed a broad array of skills that include producing social and print media content, drafting legislation, and working political campaigns. However, politics was not Feldman's first career choice.

As an energetic young adult, Feldman fought wildfires on a Type I Hotshot Crew with the United States Forest Service. While stationed along the California/Oregon border, Feldman fought over 200 wildfires in nine different states. After an injury punctuated an end to his firefighting career, Feldman attended California State University of Sacramento, utilizing their Government Program to begin his political career with Assemblymember Luis Alejo (D-Salinas).



Max Perry

Legislative Advocate

Max Perry is a Legislative Assistant and Client Services Liaison for Arc Strategies. In this capacity, he provides assistance to the firm's clients and lobbyists, tracks legislation through the CA political process, crafts bill position letters, engages with clients on strategy development, provides public testimony and manages issue areas on a variety of subjects.

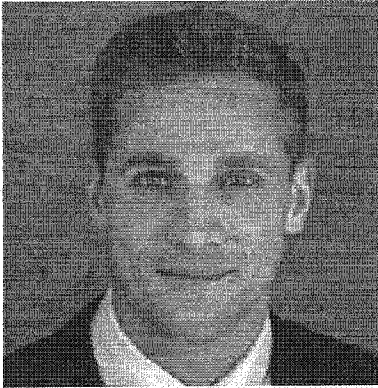
On behalf of our client, the City of Long Beach, Max manages all tracked bills, facilitates weekly conference calls and drafts and updates letters on legislative positions. He also manages the City's legislative matrix which the City accesses through a live link.

Prior to joining the Arc team, Max worked for Senator Ed Hernandez as a Legislative Aide where he specialized in education and public safety issues. During this time, he staffed the Senator on various committee assignments, engaged with stakeholders on policy development, crafted original legislation and contributed to winning campaign efforts. Between his tenure with Senator Hernandez, his time with DBHK, and his internships among the political community in years past, Max has accumulated a sound knowledge of the California political process.

Max earned his Bachelor's degree in Political Science and International Relations from Wake Forest University, and studied Geopolitics at the University of Sydney, Australia. This involvement in collegiate politics led him to intern for eBay's Global Government Relations Firm in Washington D.C. before he eventually returned to pursue a political career in his home of Sacramento.

Education

B.A., Wake Forest University,
North Carolina



Colin Hawley
Legislative Advocate

is a fourth-generation Californian with broad experience in the real estate, technological, political and athletic sectors. Upon graduation from the University of California-Berkeley, where he was recruited as a student-athlete for rugby, Colin accepted a position in the War Room for Meg Whitman's campaign for Governor in 2010, filling media tracking and reporting duties. Colin also has experience working for the Assembly Republican Caucus as a communications consultant. His duties included, but were not limited to, local and statewide email outreach, Op-ed creation and placement, direct mail creation, and social media strategy and execution.

Education

B.A., UC Berkeley

Prior to his work for the caucus, Colin accepted an offer from USA Rugby to play professionally. His highlights include the 2011 15's Rugby World Cup, the 2011 Pan-American Games, and the 2013 Rugby Sevens World Cup. After retiring from international rugby Colin returned to the Bay Area to continue playing with the Olympic Club of San Francisco and transition to a career in real estate development and online community engagement with technological firm, Lithium.

Most recently, Colin worked for a technological company, ServiceTitan, specializing in providing modern software for home services companies throughout the United States. Colin officially joins the Arc Strategies team on Jan.1 2020.

2.1.11. Business Certifications

Arc Strategies has received SBE certification from the City of Long Beach and is currently applying for its certification as a Woman-Owned Business Enterprise. Presently, three of the four partners are women.

2.1.12. Current Annual Dollar Volume of Work

\$2.4M.

Please refer to end of document for more on financial stability i.e. Balance sheet and profit and loss documents.

2.1.13. Contracts with the City during the past five years

Arc Strategies has provided state legislative representation to the City of Long Beach for the past three years.

2.1.14. This Proposal Includes the Use of Subcontractor Services

Yes ___ No X

Initials:



3. References for Arc Strategies

The City of West Sacramento

Project Description: The Arc team, under Brown's lead, has represented the City of West Sacramento before the State Legislature and other regulatory agencies for the past seven years. Recently, we sponsored legislation that would lift the ban on infrastructure finance districts (IFDs) in previous redevelopment project areas. The legislation also included a process whereby the City can earmark the tax increment for an IFD through city council approval, subject to the Brown Act. Our team also helped chapter a bill that would limit local governments' ability to revert sales tax from a point of sale to another jurisdiction without any fluctuations in goods transactions or changes in location. Finally, our team was also successful in obtaining a \$30 million state grant for funding the City's streetcar project.

Length of work: October, 2009 – present day

Staff Assigned: Amy Brown

Client Project Manager: Aaron Laurel, City Manager

Phone: 916-617-4500

mtuttle@cityofwestsacramento.org

The City of Riverside

Project Description: The Arc team, under Brown, Craig and Perry's leads, began representing the City of Riverside in February 2016. Our team hit the ground running by lobbying the California Air Resources Board (CARB) in an attempt to overturn a staff recommendation to locate a vehicle testing facility in a competing jurisdiction. We presented key members of the board viable reasons why the facility should be stationed in the City of Riverside. That project will result in several hundred jobs and opportunities for UC Riverside. The team was also successful in defeating a bill that would usurp local control for addressing the homeless situation in Riverside. Lastly, we also advocated for amendments to be included in a public utilities bill in order to remove the City's opposition and possible subsequent defeat of the legislation.

Length of work: February 2017 – present day

Staff Assigned: Amy Brown, Max Perry, Jonathan Feldman
Client Project Manager: Moises Lopez, Intergovernmental Relations Officer
Phone: 951-826-5752
mlopez@riversideca.gov

California Police Chiefs Association

Project Description: Jonathan Feldman has represented the California Police Chiefs Association (Chiefs) for five years, where he has directed all political action, legislative strategy and communication work. Jonathan brought the Chiefs under the Arc umbrella earlier this year, and has been integral negotiating California's modernized view of use of force policy, as well as a plethora of additional issues. Such issues include cannabis legalization and tracking, homelessness and mental health policy, bail reform, tracking technology, sanctuary state laws and automatic sentencing enhancements. Last year Jonathan was instrumental in crafting SB 230 (Caballero), which in response to a competing measure, proactively altered law enforcement training requirements regarding applications of force, reporting requirements, an officer's duty to intercede and de-escalate the situation, guidelines for dealing with vulnerable populations, rendering medical aid, and others.

Length of work: November 2015 — present day
Staff Assigned: Jonathan Feldman, Max Perry
Client Project Manager: Ronald Lawrence, President
Phone: 916-626-9111
rlawrence@californiapolicechiefs.org

College Board

Project Description: The Arc team, led by Brown and Perry have been representing the College Board since 2012. In this capacity Arc has monitored and engaged in all facets of K-12 education issues facing the State, with an emphasis on high-school-level admissions tests, advanced placement courses and the effects they have on higher education attainment. On behalf of the College Board, Brown and Perry have fought for increased equity among schools and districts, increasing the opportunity for college admission for our most vulnerable student populations, ensuring fair exam requirements across all sectors of high school testing and more. Most recently, the Arc team was instrumental in ensuring passage of the College Board's two pieces of sponsored legislation, delivering both bills to the Governor's desk for signature despite a plethora of institutional and political barriers throughout the legislative process. AB 1233 (Smith) would ensure that low-income students can afford to take Advanced Placement tests by creating a grant program that would eliminate the cost of the tests for qualified students, while AB 751 (O'Donnell) would allow districts to choose to administer the SBAC exam or another qualified state summative assessment such as the SAT or ACT during the 11th grade school year.

Length of work: October 2012— present day
Staff Assigned: Amy Brown, Max Perry
Client Project Manager: Laura Rodriguez
Phone: 916-200-8415
larodriguez@collegeboard.com

Assemblyman Patrick O'Donnell

Project Description: On behalf of the City of Long Beach, the Arc team has continued to strengthen its relationship with the City's appointed Assemblymember, collaborating with him on numerous key issues in 2019. In addition to working with O'Donnell on his oil trust fund bill (AB 926) we were successful in securing his authorship for our highest priority College Board bill (AB 751), as the Assemblyman has become an ally for our team across multiple key policy areas. We have also made progress generating a strong working relationship with Senator Lena Gonzalez on behalf of the City. These relationships will be instrumental moving forward as we continue to seek legislative allies for the City, leaning on its elected officials for authoring and supporting key legislation.

Length of work: 2014— present day
Staff Assigned: Amy Brown, Kim Craig, Dominic DiMare, Jonathan Feldman, Max Perry
Client Project Manager: Sophia Kwong
Phone: 916-319-2070
Sophia.kwong@asm.ca.gov

4. Conflicts of Interest

We do not foresee any conflicts. However, if an issue arises that creates a conflict for the firm or the City of Long Beach, the City can be confident in knowing that Arc Strategies will communicate this point immediately, and seek to remedy the conflict as quickly as possible, or recuse ourselves from the conflict entirely.

The legislative year was one that nobody could have imagined. We continue to endure the worldwide COVID-19 health pandemic, a State budget deficit of over \$54 billion, monumental civil advocacy for public safety reform, and some of the most destructive wildfires California has ever seen. COVID-19 altered the State Legislative Session significantly with the State Legislature prolonging recesses to protect members of the Legislature, nuances of virtual policy committee hearings and the Capitol building being closed to in-person advocacy. Due to the upended Legislative calendar and upon request of the Senate Pro-Tempore and Assembly Speaker, members of the Legislature reduced their bill packages by nearly 75 percent.

Our collective advocacy efforts were tested in ways we did not anticipate, but our ability to adapt quickly is apparent from the City's accomplishments. Arc relied on existing relationships and legislative experience to encourage State representatives to emulate the City's principles and practices in legislation and regulatory proposals. Our team continued to enjoy important successes on behalf of the City. We look forward to pushing the City's priorities in 2021 and beyond.

EXHIBIT “B”

Rates or Charges

Cost Proposal

We propose continuing the current monthly retainer amount of \$8,500. Reimbursement of expenses over one hundred dollars will be subject to prior approval, and will be billed monthly if expenses accrue.

We also recommend the City continuing its \$200 quarterly reimbursement for FPPC filing.

EXHIBIT “C”

City’s Representative:

Tyler Bonanno-Curley

Manager of Government Affairs

(562) 570-5715

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT "E"

Consultant's Key Employee:

Amy Brown

(916) 341-0808