



City of San Leandro

Meeting Date: February 18, 2014

Staff Report

File Number: 14-033

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.B.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Lianne Marshall
Assistant City Manager

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Townsend Public Affairs for State Legislative Advocacy Services

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council authorize the City Manager to execute a one-year contract with Townsend Public Affairs in an amount not to exceed \$60,000 for state legislative advocacy services.

BACKGROUND AND ANALYSIS

On October 21, 2013, the City Council authorized the creation of a City Council ad-hoc subcommittee made up of Mayor Cassidy, Council Member Souza, and Council Member Gregory in order to provide guidance on the development of a state legislative platform as well as a process through which a consultant would be selected to provide state-level advocacy services on behalf of the City. Since that time, the subcommittee guided the development and distribution of a Request for Proposal (RFP), to which seven responses were received from a wide range of firms. Three finalists were selected and interviewed by the ad-hoc subcommittee. Out of those three finalists, Townsend Public Affairs distinguished itself in its demonstrated ability to connect with various state agencies, its knowledge and expertise specific to Alameda County and surrounding areas, and also in its ability to provide assistance with grant writing and associated advocacy. In short, based upon an objective and competitive selection process, the subcommittee believes Townsend Public Affairs will provide the best services and greatest level of expertise for the City of San Leandro.

Staff requests that the City Council authorize the City Manager to execute a contract with Townsend Public Affairs for a period not to exceed one year and an amount not to exceed \$60,000. The scope of work would include all aspects of state level advocacy, including legislative analysis, strategy and development, grants assistance, development of relationships with state law makers and agency staff, and other related work as outlined in the

attached proposal.

Fiscal Impacts

The proposed agreement with Townsend Public Affairs will not exceed \$60,000 for one year of services.

Budget Authority

Staff proposes to fund this agreement using funds from the General Fund economic uncertainty reserve. Sufficient funds shall be transferred to the City Manager's Consulting account number 010-12-020-5120.

ATTACHMENT(S)

- Townsend Public Affairs - Proposal for State Legislative Advocacy Services
- RFP No. 53342 for State Legislative Advocacy Services

PREPARED BY: Eric Engelbart, Assistant to the City Manager, City Manager's Office

TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998



Proposal for State
Legislative Advocacy Services

City of San Leandro

January 3, 2014

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Letter of Interest

January 3, 2014

Eric Engelbart, Assistant to the City Manager
San Leandro City Manager's Office
835 E. 14th Street
San Leandro, CA 94577

RE: Proposal for State Legislative Advocacy Services for the City of San Leandro

Dear Mr. Engelbart,

Thank you for the opportunity to provide you with additional information about the scope of services Townsend Public Affairs, Inc. ("TPA") can offer the City of San Leandro ("City"). I have attached for your review our company profile that details our relevant capabilities and achievements, along with an outline of our proposed Scope of Services.

TPA prides itself on providing the experience, resources, and political network expected from a premiere advocacy firm while also giving each client the unique brand of customer service they deserve: personal attention, accessibility and passion for their mission. TPA is comprised of a dedicated team of professionals strategically located in offices in Sacramento (next to the State Capitol), Northern California (Oakland), Washington D.C. (on Capitol Hill), and Southern California (Orange County). TPA utilizes a proven strategy and protocol for managing client advocacy that would be tailored to reflect the unique strengths and challenges of the City. The long-term goal of our comprehensive approach to integrated governmental advocacy is to establish meaningful, knowledgeable, and lasting relationships on behalf of the City that will enable the successful pursuit of your legislative and funding agendas.

With particular respect to the special needs of the City, TPA's record of service has generated significant project funding and legislative successes for our municipal clients. Our ability to secure over **\$807 million in funding for clients and pass dozens of client sponsored legislation into law** is a result of our expertise in numerous policy areas, including, but not limited to: transportation; infrastructure; housing and economic development; public safety; dissolution of redevelopment agencies; and community facilities.

Again, thank you for your consideration of our firm as we would be proud and honored to represent the City in Sacramento. Please contact me if you have any questions or need additional information.

Yours truly,



Christopher Townsend
President

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Profile of Proposing Firm

DESCRIPTION OF FIRM

TPA, founded in 1998 by Christopher Townsend, represents one of the largest advocacy firms in California. TPA is continually recognized as a “top ten” firm registered with the California Secretary of State and is dedicated to working on behalf of local public agencies.

TPA is comprised of 16 full-time passionate, hardworking advocates providing legislative and funding advocacy to turn clients’ visions into reality. These team members are strategically located in offices in Oakland, Sacramento, Orange County, and Washington, D.C.

EXPERTISE AND STRENGTHS

TPA specializes in representing California municipalities and public agencies achieving both funding and legislative results for municipal clients similar in size and scope to the City such as Emeryville, San Pablo, Hayward, Carson, Oakland and Santa Ana. In addition, the firm is made up of several team members, each with their own areas of expertise, who will collaborate and work together to achieve ultimate results. This means the City will have a dedicated Client Manager, as well as the benefit of having a variety of subject experts at its disposal who are at the top of their field to tackle projects and issues of the City.

UNIQUE CHARACTERISTICS OF TPA

TPA has raised the bar amongst California advocacy firms. With four offices strategically located across the state and country, TPA is perfectly positioned to provide results which other firms are simply not able to provide. Since its founding, TPA has enjoyed tremendous success including, but not limited to:

- **Relationships** – TPA has cultivated and maintains an extensive network of powerful and long-standing relationships that can be leveraged on behalf of the City to meet their needs. TPA works directly with the Governor and his top executives, all four Legislative Leaders (Assembly Speaker John Pérez, Assembly Minority Leader Connie Conway, Senate President Pro Tempore Darrell Steinberg, and Senate Minority Leader Bob Dutton), Chairs of the Appropriations, Budget, Health, Insurance, Public Safety, Transportation, Local Government, and Governmental Organization Committees, Secretaries of key State Agencies, Directors of key State Departments, and their respective staff. In addition, TPA has strong relationships with Senator Loni Hancock and Assembly Member Rob Bonta. With an extensive experience in California politics, the TPA team has the know-how to strategically support and advise the City on budget and policy strategies, as well as the ability to execute these strategies to achieve results.
- **Legislation** – Through years of hard work and a focus on customer service, TPA has built a strong reputation in Sacramento as an effective legislative advocate on behalf of local public agencies and nonprofit organizations. TPA works hand in hand with clients to develop and promote new legislative proposals that advance priorities and solve issues facing clients. TPA will monitor, analyze and prioritize legislation, as well as develop a legislative strategy that is specifically tailored to the City. TPA has been successful with shepherding dozens of client sponsored legislation into law under different administrations including: Governors Davis, Schwarzenegger, and Brown. Additionally, TPA protects clients against harmful legislation by working to defeat bills or crafting solutions to fix bills.



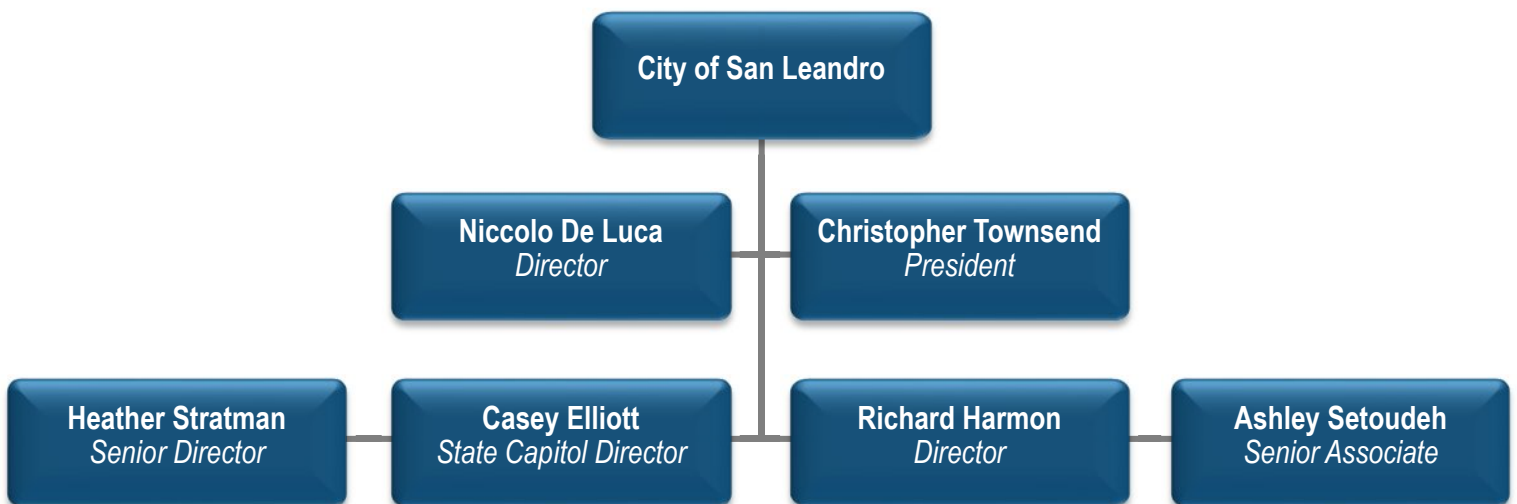
- Funding** – TPA has secured over \$807 million in public funding for projects including but not limited to: transportation, roadways, public safety, water infrastructure, parks, affordable housing and historic preservation. TPA works with its clients through every step of the funding process, starting as early as with the creation of relevant funding opportunities through legislative, budget and bond proposals. TPA then works to influence any legislative and regulatory processes in place to distribute and award funds. In partnership with clients, TPA develops grant applications and shepherd them through the agency review process and advocate aggressively
- Diverse Expertise** – TPA professionals come from a wide range of background experiences and areas of expertise. The diversity of the team members allows maximized creativity, innovation, and strategic thinking when implementing client agendas. The advocates of TPA have strong ties to the Democratic and Republican parties, the Legislature and the Administration, the political world and the real world, and TPA combines all of these skills and experiences together to the benefit of clients.

KEY PERSONNEL

TPA employs a “team approach” to client service. This team approach provides “the best of both worlds” in terms of advocacy:

- Personalized and focused customer service from a dedicated client manager, similar to a local or “boutique” lobbyist
- Extensive policy and agenda support from numerous advocates with the breadth and depth only found at large government relations firms

Niccolo De Luca will serve as the primary Client Manager located in Oakland. He will utilize an entire team of dedicated personnel with a well-rounded breadth of knowledge ensuring the needs of the City are met. With this structure, the responsibilities of each team member involved will vary given the specific advocacy projects within the City.





Christopher Townsend, President, brings a 30 year career in public affairs and legislative advocacy featuring a multi-partisan strategic approach that leverages his extensive experience and track record of success along with a vast network of relationships with key members and staffers of the legislative, constitutional, congressional, and senatorial delegations.

Townsend Public Affairs, Inc.

President *1998 – Present*
 President of public affairs consulting firm that specializes in the development and execution of advocacy strategies for local government, non-profit organizations, businesses, and coalitions. Christopher provides day-to-day leadership to a team of 18 professionals and manages the development and implementation of political, policy and funding agendas of clients.

PepsiCo/Taco Bell Corp., Irvine, CA

(A \$5 billion, Mexican-style, quick-service restaurant chain with more than 7,000 units)
Senior Director, Government & Community Affairs *1992 – 1998*
 Member of Public Affairs Department senior team that was responsible for government and media relations, crisis management, internal communications, and marketing publicity. Managed the political action committee for Federal and California political races. Managed community relations initiatives, corporate philanthropy, and the Taco Bell Foundation. Examples of functional support to various departments within the organization:

- Strategic Funding Development: Secured title sponsorship of the Taco Bell Discovery Science Center in Santa Ana, California by creating and implementing lobbying strategies that generated \$7 million in Federal and State funds for the construction of the largest non-profit children’s science center in Southern California. Coordinated media event to announce the groundbreaking featuring Vice President Al Gore that generated national and local news coverage.
- Public Relations: Arranged for President Bill Clinton to join NBA Superstar Shaquille O’Neal to launch TEENS supreme, an innovative \$15 million national partnership between the Taco Bell Foundation and the Boys & Girls Club of America.

Stein-Brief Group, Inc., Dana Point, CA

Vice President, Public Affairs *1982 – 1992*
 Directed government, community, and media relations at the national, state, and local levels, including the management of all political, civic, charitable, and cultural activities. Provided land-use planning and entitlement process analysis for domestic and international projects.

- Development: Secured government entitlements for the development of Monarch Beach, CA, a \$1 billion profitable 550-acre master-planned community that includes the Ritz-Carlton Hotel, Links at Monarch Beach Golf Course, and over 2,000 residential units.
- Government Relations: Interacted with numerous Federal and State agencies to ensure compliance with all applicable laws and regulations governing land use. Created and directed a Political Action Committee that supported various Federal, State, and Local candidates and ballot initiatives.

Education

Harvard University, Cambridge, MA

Master of Public Administration *1991*

Claremont McKenna College, Claremont, CA

Bachelor of Arts, Political Science, Magna Cum Laude, Political Science Honors Prize *1982*





Niccolo De Luca, Director, provides expertise on the impact of policies on municipal governments and will provide proactive analysis to the City on legislation of concern. Niccolo has long standing, valuable relationships with Governor Brown, his administration, Senator Loni Hancock, Assembly Member Rob Bonta, and the entire East Bay Legislative Delegation.

Townsend Public Affairs, Inc., Oakland, CA

Director

2008 – Present

Represents municipal clients across the state. Maintains relationships with legislators and key staff in the State Capitol as well as Congressional delegation. Maintains a close relationship with Governor Jerry Brown as a result of their tenure working together at the City of Oakland. Specializes in public safety and municipal services policy and provide legislative updates on bills and budget amendments that affect our clients. Explores federal, state, local, foundation and corporate funding to help support the public agency and non-profit clients served by TPA.

City of Oakland, Oakland, CA

Deputy City Administrator

2004 – 2007

Responsible for oversight of daily operations and decision making for the two largest city agencies (Public Works Agency and Police Department) that have a combined annual budget of \$ 323 million. Provided direct organizational leadership to create a standard operating procedure for multi-faceted crime reduction initiative which was adopted by Council and resulted in a drop in crime. Direct supervision of four different divisions with 45 employees. Implemented many cutting edge ideas for problem solving and outreach that were embraced by community groups and policy makers. Expanded the number of organized neighborhood public safety gatherings for three consecutive years, with an average of nearly 100 percent annual increase. Lead administrative staff member for three City Council committees. Provided expertise and support to the Mayor and City Council in the formulation, interpretation and application of public policy. Daily interaction with Mayor and City Council members.

City of Oakland, Oakland, CA

Assistant Director, Public Works Agency

2001 – 2004

Responsible for three divisions, including Finance and Human Relations, five direct reports, and 40 staff members. Direct responsibility for the financial operations of the entire Agency, including revenues and expenditures. Implemented procedures to reduce number of worker's compensation claims subsequently adopted for the entire City. Served as Agency spokesperson and oversight of all media relations. Built strong media relations by clearly and concisely communicating several complex situations and events, and working directly with reporters on exclusive stories and interviews. Served as hearing officer for union grievances and improved key relationships with impacted unions through open communication and dialogues.

City of Oakland, Oakland, CA

Assistant to Councilmember Richard Spees

1998 – 2001

Lead spokesperson for Councilmember within the district. Improved overall public approval rating of Councilmember district wide through many grass roots marketing campaigns and developed new information dissemination strategies. Head of constituent services for Council district. Ensured proper and efficient service delivery for 58,000 residents of Council District 4.

Education

University of Oregon, Oregon

Bachelor of Arts Degree, American History

1997





Casey Elliott, State Capitol Director, developments and manages relationships with key members and staffers of the state legislature, as well as select state agencies and departments. Casey's expertise is in the areas of the state budget and finance, legislative advocacy/analysis/monitoring, public safety, state elections and the legislative process.

Townsend Public Affairs, Inc., Sacramento, CA

State Capitol Director

2006-Present

Manages all aspects of the legislative agendas of clients throughout the State. Develops and maintains relationships with legislators and key staff in the State Capitol.

Assemblyman Tom Umberg, Sacramento, CA

Legislative Assistant

2006

Managed legislation for the Member, including education, workers compensation, and school facilities measures. Staffed the Member on the Assembly Education committee. Worked closely with legislative staff, committee consultants, state agencies, and interested parties on legislation. Advised the Member and Chief of Staff on pending legislation. Prepared talking points and speeches for public appearances. Performed research projects at the request of the Member and Chief of Staff.

Secretary of State, Sacramento, CA

Legislative Coordinator

2005-2006

Briefed the Secretary of State and senior staff members on legislation affecting the agency. Worked with Division Chiefs, senior staff members and the Secretary of State to develop legislative positions for the agency. Worked with Department of Finance, state agencies and other interested parties on issues that impacted the Secretary of State. Researched and drafted legislative proposals for the agency.

Secretary of State, Sacramento, CA

Legislative Analyst (AGPA)

2003-2005

Assisted in the research and development of legislation. Drafted legislative documents/amendments and advocated positions adopted by the Secretary of State. Worked closely with the Legislature, Governor's Office staff, committee consultants, Department of Finance, state agencies and other interested parties on issues that impacted the Secretary of State. Special projects: staffed various taskforces, assisted in development of spending plans for legislatively mandated programs, legislative correspondence, election-night support.

Office of the Governor, Sacramento, CA

Senior Legislative Assistant

2000-2003

Chaptered all bills that the Governor signed and processed all vetoed measures. Worked closely with the Secretary of State, Chief Clerk of the Assembly, and the Secretary of the Senate throughout the bill chaptering process. Supervised a staff of 10 personnel during the creation and assembly of up to 1500 bill files presented to the Governor

Education

University of California, Davis

Bachelor of Arts, Political Science

2000



Richard Harmon, Director, brings special expertise in transportation infrastructure and policy development. Prior to joining TPA, Harmon served as the Legislative and Local Government Affairs Deputy for Caltrans. Appointed by Governor Arnold Schwarzenegger in 2007, he served as the liaison between the Administration and Congress and the State Legislature on transportation issues.

Townsend Public Affairs, Inc.,

Director

2011 – Present

Provide client service to a full range of public agency clients all over California, and specifically focused on the Central Valley. Maintains an expertise in transportation legislation and funding opportunities. Advocate at the local, state and regional level for client projects and programs including legislation, state grants, and other funding. Richard manages several clients in the Central Valley and recently represented the City of Merced, where much of the focus was on advocating for grant funding.

California Department of Transportation

Assistant Deputy Director, Legislative and Local Government Affairs

2007 – 2011

As the Governor Schwarzenegger-appointed liaison between the Administration and Congress and the State Legislature on transportation-related issues, made policy recommendations and provided committee testimony on pending legislation. Significant projects included:

- Developed legislation to expedite the distribution of \$2.6 billion in transportation funds made available under the American Recovery and Reinvestment Act of 2009.
- Secured legislative authority to expedite more than \$1 billion in transportation projects by streamlining environmental approval and permitting processes.
- Successfully passed legislation providing the department with \$20 million in solar arrays for over 70 facilities statewide.

California Department of Transportation

Interim District Director

2010

Responsible for all functions and activities within District 10 and for the administration and operation of the department’s programs within the district boundaries. District 10 is made up of Merced, San Joaquin, Stanislaus and several mountain counties. The district has nearly 600 employees, an annual budget of over \$72 million, and approximately \$3 billion in active transportation projects.

California State Assembly Member Bonnie Garcia

Chief of Staff and Campaign Manager

2002 – 2007

Responsible for all aspects of legislator’s State office and political activities, including legislation, committee staffing, management of Capitol and District Offices, media, and fundraising.

California Center for Border and Regional Economic Studies

Project Coordinator

1999 – 2002

Responsibilities included development of quarterly and annual community workshops and conferences to address various economic, housing, infrastructure and social.

Education

San Diego State University, San Diego

Masters of Science, Business Administration

2002

San Diego State University, San Diego

Bachelor of Arts, International Business

2000





Heather Stratman, Senior Director, maintains strong relationships with various state, regional and local agencies, that help advance the funding and policy needs of our clients. Heather has secured significant state and federal grants for cities, non-profits, and water infrastructure projects.

Townsend Public Affairs, Inc.

Senior Director

2006-Present

Provide direct client services support and management to clients, including one of the largest county water districts in California, urban suburban and rural municipalities, and non-profit organizations. Serve as the firm specialist in water and wastewater policy, legislation and politics while maintaining an expertise in local government issues including finance, land use, transportation and planning. Advocate at the local, state and federal level on a variety of client projects and programs including legislation, state grants and funding, and federal appropriations.

MuniFinancial

Senior Project Manager

2005 – 2006

Established a Sacramento regional office of MuniFinancial where responsible for financial consulting and district administrative services. Served as the project manager for a variety of clients and contracts statewide, including traffic impact studies, special assessment districts, cost claim services, revenue sharing agreements and Proposition 218 ballot proceedings.

Orange County Water District

Legislative Analyst 2004 – 2005

Provided comprehensive analysis on legislative, governmental and external issues concerning water policy, local government, and budgetary and reform measures. Responsible for strategic planning and coordination of federal legislation, including acting as primary contact for Congressional staff. Performed comprehensive research and analysis for General Manager and Department Heads; produced legislative summaries, staff reports, written updates.

League of California Cities, Orange County Division

Regional Issues Analyst 2001 – 2004

Managed the Municipal Management Association of Southern California (MMASC) – 1100 member professional organization. Lead staff member responsible development and implementation of the Inter-Regional Partnership (IRP) short and long-term strategies including Infill and Mixed Use Reports, Mixed-Use Toolkit, Power Point Presentation, and final IRP report for issuance to the California Department of Housing and Community Development.

Nevada State Legislature

Committee Staff January 2001 – July 2001

Appointed by the Secretary of the Senate. Hired as a committee aide to the Chairman of the Senate Judiciary Committee. Assisted in developing and distributing bi-weekly agendas, responsible for taking minutes at committee hearings as well as digital transcription.

Education

California State University, Long Beach

Master of Arts, Public Administration

2002

University of Reno, Nevada

Bachelor of Arts, Political Science

2000





Ashley Setoudeh, Senior Associate, works closely with clients to identify funding opportunities, monitor legislation, and advocate for their interests with the Legislature and the Administration. Ashley is a policy expert on the issues of education, housing, economic development, and sustainable communities, and she aggressively pursues funding opportunities from those relevant agencies on behalf of clients.

Townsend Public Affairs, Inc. Sacramento, CA

Senior Associate

July 2009 – Present

As a Senior Associate in the Sacramento office, serves as an integral part of the Sacramento Client Service and Legislative Team. Provides supports and manages public agency and non-profit organizations developing and implementing legislative and funding strategies. Client service work includes researching funding opportunities, developing advocacy plans, drafting legislative language, relationship building, grant writing, and monitoring overall political climate. Legislative work includes monitoring all introduced legislation that may affect clients, drafting and submitting letters of opposition or support for priority bills, and attending and reporting on all relevant legislative hearings.

Maintains relationships with many state and federal agencies, and an expertise in their funding programs including: California Department of Education, California Department of Housing and Community Development, California Department of Parks and Recreation, California Department of Toxic Substance Control, California Department of Transportation, California Natural Resource Agency, California Strategic Growth Council, California Energy Commission, California Community Colleges Chancellor's Office, United States Economic Development Administration, and Federal Emergency Maintenance Agency.

Education

California State University, Sacramento

Bachelor of Arts, Government

2009

Prior Clients

*Current clients marked with an asterisk

Government Agencies

Ambrose Recreation and Park	City of Emeryville*	City of Orange	Mesa Water District*
Capitol Area Development Auth	City of Fountain Valley*	City of Palm Springs*	Metropolitan Water District
City of Aliso Viejo*	City of Fresno	City of Placentia	Municipal Water District of OC*
City of Anaheim	City of Fullerton*	City of Rocklin	Newhall County Water District*
City of Antioch	City of Garden Grove	City of San Juan Capistrano	Orange County Clerk-Recorder
City of Bakersfield	City of Glendale	City of Santa Ana*	Orange County Sanitation District*
City of Berkeley*	City of Hayward*	City of San Jacinto*	OC Transportation Authority
City of Brea*	City of Imperial*	City of San Pablo*	Orange County Water District*
City of Buena Park*	City of Indian Wells	City of Seal Beach*	Port of Los Angeles
City of Calexico	City of Irvine	City of Tehachapi	Rancho California Water District
City of California City	City of La Palma	City of Torrance	South Coast Water District
City of Carson*	City of Laguna Beach*	City of Tulare*	South OC Wastewater District*
City of Chowchilla	City of Laguna Niguel	City of Turlock*	Transbay Joint Powers Authority*
City of Citrus Heights	City of Laguna Woods	City of Villa Park	Transportation Corridors Authority
City of Clovis	City of Lomita	City of Westminster*	Tulare Regional Medical Center
City of Costa Mesa*	City of Merced	County of Mariposa*	Yorba Linda Water District*
City of Delano*	City of Mission Viejo*	County of Orange	
City of Dinuba*	City of Oakland*	Fallbrook Public Utilities District*	

Non-Profit Organizations

Bolsa Chica Conservancy	Chabot Space & Science Center	Kidspace Children's Museum	San Diego Children's Museum
Bolsa Chica Land Trust	Childrens Discovery Museum of SJ	Land Conservancy of SL	San Francisco Planning + Urban
Bowers Museum of Cultural Art	Community Financial Resource	Obispo*Latino Health Access	Santa Barbara Botanic Garden
Boys and Girls Club of Hunt Valley	Center Children's Museum of LA	Los Angeles County Fair	Santa Barbara Museum Nat History
Boys & Girls Clubs of the Los Angeles Harbor	Conservation Corps Institute	Association Los Angeles County Museum of Art	Santa Barbara Zoo
Boys & Girls Club of South Bay	Craft & Folk Art Museum	Museum of Art	16 th Street/West Oakland Train
Build West Oakland	Dana Adobe Nipomo Amigos	Mexican Museum	St. Vincent De Paul of San Diego
California Association for Microenterprise Opp	Discovery Science Center*	Mission San Juan Capistrano	Tehachapi Performing Arts Center
California Central Valley Horticulture	East Bay Zoological Society (Oakland Zoo)*	Museum of Latin American Art	Temescal/Telegraph Community Association
California Commission for Jobs	Friends of Oakland Parks & Recreation	Nehemiah Corporation of America	Tiger Woods Foundation
California Indian Museum and Cultural Center	Fruitvale Development Corporation	Oakland Museum of California*	Umoja Community
California Space Authority	Grand Vision Foundation	OC Conservation Corp*	Veterans of Foreign Wars – Department of CA
Centennial Heritage Museum	Habitot Children's Museum	Orange County Great Park Conservancy	West Company
Center for Multicultural Cooperation	Huntington Library	Orange County Great Park Powerhouse Science and Space	Women's Economic Ventures
Center for Water Education	I.C. Jobs	Pretend City Children's Museum	
	Institute for Advancing Unity	Recording for the Blind & Dyslexic	
		Sacramento River Cats Found	

Public Education

Alameda Community Learning	Hawthorne School District	Oakland School for the Arts	South Orange County CCD*
Bay Area Coalition for Equitable Chabot - Las Positas CCD	Lighthouse Community CS	OC Community Colleges Task For	Tustin Unified School District
Coast CCD*	North Orange County CCD	Port of Los Angeles Charter HS	Vista Unified School District
Emery Unified School District*	Orange County Educational Arts	Rancho Santiago CCD*	
Envision Schools	Orange County High School of the Arts	San Diego Children's Museum CS	
	Oakland Military Institute	Santa Ana Unified School District	

Private Sector

Airship Ventures	Doctors Ambulance*	Headlands Reserve	Sage Credit Corporation
Assured Guaranty*	Emerald Fund, Inc.*	Hewlett Packard*	San Miguelito Partners
ATS, Inc.	Forest City Enterprises	Highland Fairview	Sanderson J. Ray Development
Barry Swenson Builders	Fulcrum Properties	HMS Host*	Smarsh
Beachbody LLC*	Future Estates, Inc.	Hudson News	Southern California Edison
Bridgepoint Education	Get Ahead Learning	Jodika Enterprises, Inc.	Standard Pacific Homes
California Capital Group	Global Tel Link*	KB Home	Strategic Urban Development
Caribou Industries	GovDelivery, Inc.	Kinder Morgan	TALX Corporation
Charter School Partners	Granville Homes	MacGillivray Freeman Films	Thomas Safran & Associates
Chelsea Investment Corporation	Great Circle Family Foods	Meta Housing	Triangle Owners Group
Cotti Foods Corporation	Great Park Design Studio	Newport Medical Instruments, Inc	Verizon*
Dana Capital Group	Griffin Structures*	One Santa Fe, LLC	Worldwide Environmental Prod
Delaware North Companies	Gruma Corporation	Rockpointe Corporation	YUM! Brands, Inc



General Knowledge of Local Government and San Leandro Issues

Since inception in 1998, TPA has provided customized advocacy for over 55 cities through the State of California. The menu of services TPA provides for cities of all sizes includes, but is not limited to, regulatory assistance, legislative service, grant and funding advocacy and policy consultation. TPA's proven advocacy methods have generated over \$807 million in funding for clients along with significant legislative victories. The passage of measures spans a variety of subject areas that include air quality, arts and culture, economic and workforce development, education, housing, local government, recreation, public safety, renewable energy, transportation and water.

TPA has a reputation in Sacramento for delivering needed state dollars during the challenging economic times and successfully passing or amending legislation that municipal clients highlight as priorities. TPA's partnership with cities such as Oakland, Emeryville, Hayward, and San Pablo brings forward TPA's best attributes and showcases diverse and extensive legislative and funding wins for California's larger urban cities. The goal, similar to what TPA has already achieved for our clients, is to expand San Leandro's leadership in the State arena and ensure that officials know about the pressing needs of the City and can share in your successes.

TPA has adapted in recent years to tackle the shifting political climate by adjusting our State strategies to position clients for continued success. By reaching out to our extensive network in the Administration and both the Assembly and the Senate, we pride ourselves on bringing to our clients the most up-to-date information on State legislative and regulatory activities. Because an office serves its constituents in the district and in Sacramento, TPA bridges the gaps in communication and coordinates staff from both offices to focus on priorities and difficulties that arise. TPA's strong relationships with senior professional staff provide a two-way dialogue allowing TPA clients access to voice their concerns and provide factual information on developing and proposed legislation.

The many successes TPA has achieved for the other cities in the Bay Area is an example of the type of balanced and comprehensive service that TPA would provide for the City of San Leandro. As an extension of your staff, we would organize legislative trips to Sacramento for the Mayor, Council Members, and/or City Manager to engage first-hand with State Administrators. These efforts combined with tactical and consistent follow-up would undoubtedly lead to the notable State achievements San Leandro deserves.

Specific Experience

TPA specializes in identifying and securing grants and other funding sources allowing clients to use the State government to their advantage. Since its founding in 1998, TPA has successfully secured significant amounts of funding for clients from various agencies and government departments:

Cultural Resources	\$96.24 Million
Education	\$174.80 Million
Housing and Development	\$199.42 Million
Public Safety	\$39.54 Million
Recreation	\$64.37 Million
Transportation	\$188.63 Million
Water	\$44.47 Million
TOTAL	\$807.47 Million

Below are a few examples from the past three years that highlight TPA's history of success:

ECONOMIC DEVELOPMENT

- **Prop 1C: Infill Infrastructure Grant and Transit Oriented Development \$178 Million**
TPA worked with then-Senate Pro Tem Don Perata to craft SB 1689, the \$2.85 billion Housing and Emergency Shelter Trust Fund Act of 2006. On behalf of its municipal clients, TPA advocated for the development of the Transit Oriented Development Program (\$300 million) and Infill Infrastructure Grant Program (\$850 million) programs to support housing next to public transit and housing that reused existing sites. In developing the bill language for this program, TPA worked to ensure clients would qualify and compete favorably with respect to all criteria including eligible projects, proximity to transit and population density. Ultimately TPA clients won 15 grants totaling over \$178 million from these two programs.

EMPLOYEE RELATIONS

- **City of Carson – Medical Benefits** **Projected \$48,000,000**
The City of Carson identified their top legislative priority as amending State law to address the City of Carson's vesting schedule for their post-retirement health benefit program. This unfunded liability, which is currently projected at \$48 million, needed to be addressed to secure the financial stability of the City. Working closely with Assembly Member Isadore Hall III (Los Angeles), TPA led the charge as AB 1144 (Hall), a City of Carson specific carve out, was signed into law this year and received bipartisan support.

PUBLIC SAFETY

- **Cities of Oakland, Fresno, Garden Grove, Merced, and Santa Ana CalGRIP Initiative** **\$1,934,996**
Working in partnership with the Office of the Governor, TPA worked closely with the "Big Ten" California cities impacted by gang and youth violence to create CalGRIP. In total, the CalGRIP initiative provided \$16,500,000 in grant awards, with TPA clients receiving approximately 12% of the total funds awarded, totaling \$1,934,996. All five public agency clients of TPA that applied for CalGRIP funding received funding, including the City of Fresno, City of Garden Grove, City of Merced, City of Santa Ana, and City of Oakland.



LOCAL GOVERNMENT

- City of Oakland – Redevelopment Agency Dissolution** **\$44 Million**
 The top priority project for the City of Oakland is the redevelopment of the former Oakland Army Base. This project includes turning long vacant parcels into a light industrial regional goods movement hub. The former Oakland Redevelopment Agency provided much support, in the form of parcel transfers and tax increment, to this site. With the dissolution of redevelopment agencies in 2012, the project was severely impacted. A year later, TPA, in partnership with the City of Oakland and the master developer of the Oakland Army Base, worked closely with the Governor’s Office, Assembly Member Skinner, Assembly Member Bonta and the Department of Finance to overturn a previous state decision and reallocate over \$44 million dollars for this project. Additionally, numerous land parcels were also transferred back to the project to ensure it moves forward.

TRANSPORTATION

- City of Tulare – Grade Separation Projects** **\$21,830,000**
 TPA worked closely with the City of Tulare to draft and submit competitive applications in 2010 through Proposition 1B, which resulted in securing \$7,156,000 in funding for the Bardsley Avenue Grade Separation project, and an additional \$11,293,000 in funding for the Cartmill Avenue Grade Separation project. In 2012, TPA again partnered with the City on a successful application for funding in the amount of \$3,381,000 for construction of a pedestrian overcrossing on the Santa Fe Trail at the Union Pacific Railroad (UPRR) tracks, which provides a grade-separated trail extension in the City center, eliminating delays and providing safer crossing of the UPRR tracks for those using alternative transportation modes including bicyclists and pedestrians.
- City of Oakland, Fresno, Tulare etc. – Safe Routes to Schools** **\$6.1 Million**
 Each year, the California Department of Transportation administers state and federal funding through the Safe Routes to Schools Program. This program provides competitive grants for capital funding to improve biking and walking routes to and from a school site. Eligible projects include sidewalk, streetscape, signage, lighting and traffic signal improvements. Through past rounds TPA has helped clients identify competitive projects, played a key role in writing and submitting strong project applications, created an advocacy strategy unique to each project, and worked with the California Department of Transportation and state legislators to secure funding. Over the last two rounds of funding, TPA secured awards for 10 cities throughout the state totaling \$6.1 million or over 6 percent of the total funds awarded statewide. These cities included, but are not limited to: the City of Fresno, City of Garden Grove, City of Brea, City of Merced, City of Placentia, City of Tulare, and the City of Oakland. These wins have come despite significant competition as for Cycle 2 alone, 401 applications were submitted requesting a total of \$191,086,892 out of the \$46 million available.

COMMUNITY FACILITIES AND RESOURCES

- **Proposition 84**

\$39 Million

In just over two years (2010 to 2012), TPA secured nearly \$39 million dollars in two rounds from the Proposition 84 Parks funding program. Due to these wins, TPA clients are now building new parks, recreation centers and community gardens. The funding secured represents projects across California - Southern California, Northern California, the Central Valley and the Bay Area. TPA was intimately involved in three major legislative efforts to first create these vital funding streams, then worked with the State Legislature to authorize the funding allocations and assign it to various agencies in the Administration. TPA's focus was to work with Legislators and clients to set the best possible parameters for a successful competition, providing assistance while drafting the applications, and then creating targeted advocacy plans to secure these awards. The cities of Emeryville, San Pablo and Oakland all received multiple awards.

LEGISLATIVE WINS AND SUCCESSES

TPA monitors and analyzes numerous bills pertaining to priority areas that could affect its clients and has shepherded dozens of client-sponsored legislation into law. See below for a snapshot of bills TPA has been successful with that might be of particular interest to the City.

ISSUE	DESCRIPTION
HIGHER EDUCATION	In 2008, TPA sponsored AB 2804 (Hayashi) on behalf of the Chabot Las Positas Community College District. This measure added flexibility for community colleges participating in the California Solar Initiative for solar panel installation at community college sites.
	In 2012, TPA sponsored AB 2478 (Hayashi) on behalf of the Orange County Community College Legislative Task Force – a coalition comprised of the four community college districts in Orange County. The bill provided an incentive for veterans to attend community college in California by extending the length of time that veterans are able to access in-state tuition rates at California Community Colleges. The bill was pursued as a state solution in response to changes in federal law that would have severely restricted tuition benefits to veterans.
	In 2009, TPA sponsored AB 1080 (Skinner) on behalf of the City of Emeryville and the Emery Unified School District to allow for expanded joint-use partnerships between cities and school districts. This bill allowed public agencies to efficiently use local resources for the construction of community facilities while protecting the state’s investment in school facilities and respecting the safety needs of students. TPA worked very closely with the local Assembly Member Skinner on this legislation which supports the efforts of Emery Unified School District and the City of Emeryville to move forward and construct and operate the Center of Community Life.
LOCAL GOVERNMENT	In 2008, TPA sponsored AB 2001 (Swanson), on behalf of the City of Oakland which allowed local governments to establish whistle-blower hotlines and additional provisions to protect their identity.
	In 2010, TPA sponsored AB 191 (Solorio) on behalf of the City of Santa Ana which exempted select cities from Highway User Tax Account (gas tax) deferrals, if the deferrals create a hardship for the city. This measure resulted in the City collecting hundreds of thousands of dollars that the State otherwise would have delayed payment to the City under the provisions of the State budget.
	In 2011, TPA sponsored AB 184 (Swanson) on behalf of the City of Oakland. This bill gives local governments the authority to loan money to homeowners for seismic safety improvements. The bill makes seismic retrofits more affordable by providing homeowners with a financing option that removes much of the upfront expense. AB 184 enjoyed bipartisan support in the Legislature and was one of the first bills signed by Governor Brown.
	In 2013, TPA sponsored AB 1144 (Hall) on behalf of the City of Carson authorized the City to establish a post-retirement medical program vesting schedule in accordance with the collective bargaining agreements reached between the City and their respective bargaining units. This measure helped the City of Carson address an otherwise unfunded liability, which was projected at \$48 million. Collaboration between Assembly Member Hall, the City, the local bargaining units, CalPERS, and legislative committee staff was crucial to the success of this legislation. TPA is proud to have played a guiding hand in strategically crafting this legislation and shepherding it through the legislative process.

PUBLIC SAFETY	In 2007, TPA sponsored SB 67 (Perata) on behalf of the City of Oakland to crack down on “sideshow” reckless driving activities. The bill passed through both houses of the state legislature and was signed by the Governor.
	In 2013, TPA sponsored AB 48 (Skinner) on behalf of the City of Oakland to help reduce violent crime and address the high number of shootings in the City. This bill makes it a crime to purchase or receive a large-capacity ammunition magazine and prohibits the sale, purchase or import of repair kits designed to convert regular ammunition magazines into illegal large-capacity magazines. AB 48 was approved by the Legislature and was signed into law by Governor Brown.
	In 2008, TPA sponsored AB 499 (Swanson) on behalf of the City of Oakland which created a pilot project in Alameda County to place sexually exploited minors accused of prostitution offenses into supervised counseling and treatment programs.
SCHOOL FACILITIES	In 2009, TPA sponsored AB 1080 (Skinner) on behalf of the City of Emeryville and the Emery Unified School District to allow for expanded joint-use partnerships between cities and school districts. This bill allows public agencies to efficiently use local resources for the construction of community facilities while protecting the state’s investment in school facilities and respecting the safety needs of students.
TRANSPORTATION	In 2003, TPA worked with Senator Torlakson to overcome Caltrans opposition on behalf of the City of Antioch. Millions of dollars in funds were reinstated for area highway projects and the Governor presided over the ribbon cutting.
	In 2011, TPA was successful in amending AB 957 (Committee on Transportation) in the closing days of the Legislative Session to allow the State to relinquish to the City of Buena Park much of Beach Boulevard within its jurisdiction. This bill was unanimously approved by the Legislature and secured the Governor’s signature, and allowed much-needed improvements and development to occur in the City.

Approach to Relations with Clients and State Officials

The City needs a **strong, established, and proactive advocate** to fight for the policies and priorities that enable the City to effectively serve its community and plan for the future. **TPA is that team.**

TPA takes pride in being results-driven for its clients. TPA works to understand the City's specific needs and priorities and accurately represent the positions of the City on complex legislation, regulations, and directives. **TPA will work strategically with the City to assess needs, challenges, and opportunities relevant to state legislation, regulations, and other issues.**

TPA is the best advocate to represent the interests of the City, Mayor, City Council, and all other City departments on government relations with the California State Legislature, the Governor, State administration officials, and other State Department Representatives. TPA's problem solving mentality provides a platform that will effectively accomplish the City's desired Scope of Services as described in the RFP. The team utilizes a proven strategy and protocol including five primary objectives for managing state advocacy, which will be tailored to incorporate the City's priorities and agenda:

Objective 1: Strategy Development

- **On-boarding:** TPA will work with the Mayor, City Council, City Manager and designated staff in order to obtain a thorough understanding of the City's priorities, goals and opportunities.

Objective 2: Engage in the Legislative Process to Advance and Protect the City's Interests

- **Legislative Platform and Strategy:** TPA will work with the City staff to develop and advocate on behalf of the City's state legislative priorities. TPA will travel to the City to meet with the Mayor, City Council Members, and Department Directors to identify potential issues for inclusion in the City's annual legislative platform.
- **Legislative Analysis:** TPA will work with the City Council, City Manager and designated staff to develop general or special legislation in alignment with the City's adopted Legislative Program. TPA will analyze state legislation and proposed regulatory changes that may impact the City and work with staff to advocate the City's positions, as necessary.
- **Legislation Review:** TPA will review all proposed, introduced and amended legislation, and proposed and adopted administrative rules and regulations, to determine its impact on the City, and recommend positions to be taken on the legislation.
- **Draft Legislation and Amendments:** TPA will draft and assist in the drafting of proposed legislation and amendments, as necessary.
- **Professional Representation:** TPA will lobby for the City's position on legislative and regulatory matters of interest, through direct contact with state legislators. TPA will coordinate testimony on behalf of the City at legislative hearings before state legislative and budget committees as well as administrative agencies, as necessary.

Objective 3: Secure Funding for City Projects

- **Funding Strategy:** TPA will identify and aggressively act to obtain funding for the City's projects. TPA will monitor and facilitate the progress of funding/grant applications through state departments and agencies in order to assist the City.



Objective 4: Foster Relationships that Get Things Done

- **Relationships with the Governor and the Legislature:** TPA maintains strong working relationships with the Governor, state agencies, and legislature. TPA will work to establish and maintain effective working relationships among legislative committees, individual legislators, public officials, and business organizations directly affecting the City.
- **Relationships with Other Organizations:** TPA will continuously coordinate and cooperate with other organizations and firms having similar legislative objectives as the City.
- **Advocacy Trips:** Upon request, TPA will organize trips for the City in Sacramento including scheduling meetings and preparing briefing materials.

Objective 5: Work as an Extension of the City Staff

- **Communication Protocol:** TPA will develop and execute a protocol for regular formal and informal communication matching the City's needs. Consistent and clear communication is imperative to coordinate and execute a robust advocacy agenda. TPA will respond to City inquiries and/or requests within 24 hours or less (unless otherwise requested).
- **Meet with City Officials:** TPA will participate in regular planning and coordination meetings with City staff as requested.
- **Provide Status Reports:** TPA will provide written monthly updates on the firm's achievements on behalf of the City. This includes, but is not limited to, providing a legislative matrix and funding opportunities. TPA will also submit an annual report giving an overview of the work completed and a forecast of important issues in the upcoming year.
- **Prepare and File All Required Reports:** TPA will prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines.
- **Provide Access to Sacramento Office:** TPA has an office in Sacramento directly across from the State Capitol. The City will have access to a designated work space, conference rooms, WiFi internet, phone, fax, email and even temporary storage if needed.

Cost Summary

Description of Services	Standard Rate for Cities	Discounted Rate for City of San Leandro
State Legislative Advocacy Services	\$7,500/month*	\$5,000/month*
*This monthly rate includes all normal business expenses, materials, and travel costs.		

TPA will perform all services described in this proposal for a significantly discounted rate of \$5,000 per month or \$60,000 over the life of the contract. This rate includes all expenses incurred and a 30 day no fault termination clause. Given the impending deadlines for a number of important opportunities, TPA proposes an engagement with the City of San Leandro for State Legislative Representative Services effective immediately.

While the proposed engagement would be for one year, the TPA track record and expectation is to enjoy a productive long-term relationship. The reason is two-fold: the on-going and long-term nature of capital projects and public sector funding processes, as well as our successful protocol of integrating our organization with our clients to find, develop, and capitalize on new opportunities over time.

Disclosures

TPA has never had any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation involving the firm.

References

CITY OF OAKLAND – October 2005 to present

Description of services includes, but not limited to:

- Leading the efforts for City-sponsored legislative proposals;
- Leading the efforts for City sponsored funding proposals;
- Providing strategy and advice regarding effective means to successfully accomplish City's priorities with the Governor, the Legislature, and the various branches of State government;
- Representing the City in legislative committee hearings, meetings with agencies, and with administrative officials;
- Arrange, support, lead and then follow up from meetings with City officials in Sacramento;
- Work closely with the elected City officials, the City Manager, and Agencies to draft the annual legislative priorities, sponsorship proposals and advocacy efforts for the upcoming year;
- Closely monitor the State Budget and report out on efforts to secure or protect funding per the City's interests;
- Provide weekly legislative updates and bill tracking matrices;
- Provide an annual report on work completed the past year; and
- Address other unforeseen matters as they appear.

Successful work completed:

- Successfully secured 7 legislative proposals into law ranging from public safety, good government, and seismic safety enhancements;
- Over the course of our relationship we have secured over \$74 million dollars in state funding awards and efforts included drafting applications, submitting applications, and then creating a successful lobbying strategy. Funds were secured for public safety initiatives, parks and recreation projects, community centers, transit orient development projects, infill infrastructure projects, and transportation projects.
- Organized multiple Sacramento lobbying days;
- Interact closely with the Governor, his office, the administration, and agencies;
- Successfully overturned a decision by the Department of Finance on RDA dissolution that reallocated over \$1.7 million dollars in post-RDA funds for the Low and Moderate Income Housing Project staff; and
- Worked closely with the Governor's Office, Senator Hancock, Assembly Member Skinner, Assembly Member Bonta and the Department of Finance to overturn a previous RDA dissolution decision and reallocated over \$44 million dollars for the Oakland Army Base project.

Contact names

- Assembly Member Rob Bonta - (916) 319-2018
- Oakland Mayor Jean Quan – (510) 238-3141
- Oakland Council President Pat Kernighan – (510) 238-7203

CITY OF EMERYVILLE – August 2005 to present**Description of services includes, but not limited to:**

- Leading the efforts for City-sponsored legislative proposals;
- Leading the efforts for City sponsored funding proposals;
- Providing strategy and advice regarding effective means to successfully accomplish City's priorities with the Governor, the Legislature, and the various branches of State government;
- Representing the City in legislative committee hearings, meetings with agencies, and with administrative officials;
- Arrange, support, lead and then follow up from meetings with City officials in Sacramento;
- Work closely with the elected City officials, the City Manager, Agencies, the Emery Unified School district, and community organizations to draft the annual legislative priorities, sponsorship proposals and advocacy efforts for the upcoming year;
- Closely monitor the State Budget and report out on efforts to secure or protect funding per the City's interests;
- Provide weekly legislative updates and bill tracking matrices;
- Attending monthly grant meetings with City leadership;
- Provide an annual report on work completed the past year; and
- Address other unforeseen matters as they appear.

Successful work completed:

- Successfully drafted and secured a sponsor for AB 1080 (Skinner) on behalf of the City of Emeryville and Emery Unified School District to expand joint use partnerships between cities and school districts. The Governor signed this bill in 2009;
- Secured over \$2 million in state funding awards and efforts included drafting applications, submitting applications, then creating a successful lobbying strategy; and
- Successfully overturned a decision by the Department of Finance on RDA dissolution that reallocated over \$21 million dollars in post-RDA funds to the Emeryville Center for Community Life project.

References:

- Assembly Member Nancy Skinner - (916) 319-2015
- Vice Mayor Ruth Atkin (510) 915-0167
- Former City Manager Patrick O'Keeffe (925) 997-7753

CITY OF SAN PABLO – October 2010 to present**Description of services includes, but not limited to:**

- Leading the efforts for City-sponsored legislative proposals;
- Leading the efforts for City sponsored funding proposals;
- Providing strategy and advice regarding effective means to successfully accomplish City's priorities with the Governor, the Legislature, and the various branches of State government;
- Representing the City in legislative committee hearings, meetings with agencies, and with administrative officials;
- Arrange, support, lead and then follow up from meetings with City officials in Sacramento;
- Work closely with the elected City officials, the City Manager, Agencies, to draft the annual legislative priorities, sponsorship proposals and advocacy efforts for the upcoming year;
- Closely monitor the State Budget and report out on efforts to secure or protect funding per the City's interests;
- Provide weekly legislative updates and bill tracking matrices;
- Provide an annual report on work completed the past year; and
- Address other unforeseen matters as they appear.

Successful work completed:

- Successfully secured \$6.2 million in state funding for two parks and one transportation grant; and
- Successfully overturned a decision by the Department of Finance on RDA dissolution that reallocated over \$1.1 million dollars in post-RDA funds for administrative charges.

References:

- Mayor Paul Morris (510) 412-2242
- City Manager Matt Rodriguez (510) 215-3016
- Hans Hemann, Chief of Staff, Senator Loni Hancock (916) 651-4009

CITY OF HAYWARD – July 2008 to present**Description of services includes, but not limited to:**

- Leading the efforts for City-sponsored legislative proposals;
- Leading the efforts for City-sponsored funding proposals;
- Providing strategy and advice regarding effective means to successfully accomplish City's priorities with the Governor, the Legislature, and the various branches of State government;
- Representing the City in legislative committee hearings, meetings with agencies, and with administrative officials;
- Arrange, support, lead and then follow up from meetings with City officials in Sacramento;
- Work closely with the elected City officials, the City Manager, Agencies to draft the annual legislative priorities, sponsorship proposals and advocacy efforts for the upcoming year;
- Closely monitor the State Budget and report out on efforts to secure or protect funding per the City's interests;
- Provide an annual report on work completed the past year; and
- Address other unforeseen matters as they appear.

Successful work completed:

- Leading the efforts for City-sponsored funding proposals;
- Secured nearly \$180,000 in transportation planning grant funding to conduct a shuttle transit study for the industrial areas of the City; and
- Successfully applied for and secured \$396,000 from Caltrans to fund signal improvements at two intersections in the City known for pedestrian and vehicular accidents

Reference:

- Mayor Michael Sweeney (510) 583-4340
- City Manager Fran David (510) 583-4302

CITY OF CARSON – June 2011 to present**Description of services includes, but not limited to:**

- Leading the efforts for City-sponsored legislative proposals;
- Leading the efforts for City sponsored funding proposals;
- Providing strategy and advice regarding effective means to successfully accomplish City's priorities with the Governor, the Legislature, and the various branches of State government;
- Representing the City in legislative committee hearings, meetings with agencies, and with administrative officials;
- Arrange, support, lead and then follow up from meetings with City officials in Sacramento;
- Work closely with the City Manager and Agencies, to draft the annual legislative priorities, sponsorship proposals and advocacy efforts for the upcoming year;
- Closely monitor the State Budget and report out on efforts to secure or protect funding per the City's interests;
- Provide weekly legislative updates and bill tracking matrices;
- Provide an annual report on work completed the past year; and
- Address other unforeseen matters as they appear.

Successful work completed:

- Successfully drafted and secured a sponsor for AB 1144 (Hall) on behalf of the City to establish a retiree health benefit vesting schedule in accordance with the collective bargaining agreements reached between the City and the respective bargaining units. This bill received bi partisan support and was signed by the Governor in 2013; and
- Secured \$368,350 in State funds for critical park and transportation needs.

References:

- City Council Member Mike Gipson (310) 704-6589
- City Manager Jackie Acosta (310)-738-1691

CITY OF SANTA ANA – July 2004 to present**Description of services includes, but not limited to:**

- Leading the efforts for City-sponsored legislative proposals;
- Leading the efforts for City sponsored funding proposals;
- Providing strategy and advice regarding effective means to successfully accomplish City's priorities with the Governor, the Legislature, and the various branches of State government;
- Representing the City in legislative committee hearings, meetings with agencies, and with administrative officials;
- Arrange, support, lead and then follow up from meetings with City officials in Sacramento;
- Work closely with the City Manager and Agencies, to draft the annual legislative priorities, sponsorship proposals and advocacy efforts for the upcoming year;
- Closely monitor the State Budget and report out on efforts to secure or protect funding per the City's interests;
- Provide weekly legislative updates and bill tracking matrices;
- Provide an annual report on work completed the past year; and
- Address other unforeseen matters as they appear.

Successful work completed:

- Over the course of our relationship we have secured over \$14 million dollars in state funding awards and efforts included drafting applications, submitting applications, and then creating a successful lobbying strategy. Funds were secured for public safety initiatives, parks and recreation projects, community centers, and transportation projects.
- In 2010, TPA sponsored AB 191 (Solorio) on behalf of the City of Santa Ana which exempted select cities from Highway User Tax Account (gas tax) deferrals, if the deferrals create a hardship for the city. This measure resulted in the City collecting hundreds of thousands of dollars that the State otherwise would have delayed payment to the City under the provisions of the State budget.
- In 2011, led the efforts to pass a State Budget Earmark: Water Infrastructure Improvements related to Diamond Park Mutual Water Company which secured \$2 million in funding.

References:

- Mayor Pro Tem Sal Tinajero (714) 647-5400
- Council Member Vince Sarmiento (714) 393-4388

City of San Leandro



Request for Proposal

State Legislative Advocacy Services RFP No. 53342

Electronic Submittals Due By:

12:00pm

On

Friday, January 3, 2014

To:

San Leandro City Manager's Office
835 E. 14th Street
San Leandro, CA 94577
Attention: Eric Engelbart,
Assistant to the City Manager
eengelbart@sanleandro.org

THE CITY OF SAN LEANDRO HEREBY REQUESTS PROPOSALS FOR

State Legislative Advocacy Services

I. Community Overview

The City of San Leandro takes pride in its reputation of being an energetic and well-managed city. It is a city that is sensitive to the needs of its residents and responsive to their input in all matters of civic affairs. A full service city, San Leandro has been governed for nearly a century under the Mayor-Council-Manager form of government. Located in the center of the San Francisco Bay Area, San Leandro enjoys close proximity to Silicon Valley, San Francisco, world-renowned universities, the Oakland International Airport and the Port of Oakland, and is served by two major freeways and two BART stations. The City is noted for its shoreline area, fine schools and affordable housing. It is ideally located for those who enjoy a wide range of cultural and recreational activities. The City is approximately fifteen square miles in area and has a population of approximately 85,000 residents.

Mission Statement: We, the employees of the City of San Leandro, are dedicated and committed to serving the community. We strive at all times to achieve the highest professional standards, to communicate a vision of the future, and to enhance the quality of life for every citizen.

II. Introduction

The City of San Leandro is requesting proposals to establish a contract for State Legislative Advocacy Services with work to commence on or about January 22, 2014 and be completed December 31, 2014 with the option for an annual renewal of such contract on a calendar-year basis.

Responses must be submitted as detailed below, no later than the date and time stated in the RFP.

III. Tentative Schedule for the RFP Process

December 2, 2013	Request for Proposal released
December 16, 2013	5:00 pm Deadline for questions or clarifications
December 20, 2013	City staff release answers to questions submitted
January 3, 2014	Responses due by 12:00p.m. (please note City Hall is closed from Dec. 24 – Jan. 1)
January 3-10, 2014	Sub-committee/ staff review period
Week of January 13-17	Interviews with respondents
January 17	Respondent selected for contract recommendation; notifications sent
January 21, 2014	Contract presented to City Council for approval
January 22, 2014	Contract start date

IV. Submission Process and General Conditions

1. All questions regarding the RFP are due by 5:00pm on December 16, 2013. Questions are to be emailed to eeengelbart@sanleandro.org. Answers to questions will be emailed to all interested bidders by December 20, 2013.
2. Respondents should submit one (1) original proposal (preferably PDF via email) to:

Eric Engelbart, Assistant to the City Manager
San Leandro City Manager's Office
835 E. 14th Street
San Leandro, CA 94577
eeengelbart@sanleandro.org
(510) 577-3391
3. Deadline for submitting proposals: Friday, January 3, 2014 at 12:00pm.
4. By submitting a proposal, the respondent represents and warrants that:
 - (a) The information provided is genuine and not a sham, collusive, or made in the interest or on behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham proposal, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.

- (b) The respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the City of San Leandro.
- 6. All costs of preparation of proposals including travel for any interviews scheduled shall be borne by the respondents.
- 7. All proposals become the property of the City of San Leandro. The City reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the bidder unless they are not submitted in a timely manner.
- 8. Proposals will become a public record and may be available for release to the public upon selection of a successful respondent and an agreement is reached.
- 9. The City of San Leandro reserves the right to award an agreement without further competition based on the responses received to this RFP.
- 10. The City reserves the right to request additional information not included in this RFP from any or all respondents.
- 11. The City reserves the right to contact references not provided in the submittals.
- 12. The City reserves the right to incorporate its standard language into any contract resulting from this Request for Proposal. The City's standard agreement language is attached for informational purposes only.

V. Modification or Withdrawal of Qualifications

At any time prior to the specified time and date set for the RFP due date, a designated representative of the responding agency may withdraw the submission provided. No submissions may be withdrawn or returned after the due date and time set for final submission.

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions.

NO AMENDMENTS, ADDITIONS OR ALTERATIONS WILL BE ACCEPTED UNLESS REQUESTED BY THE CITY AFTER THE TIME AND DATE SPECIFIED AS THE SUBMISSION DEADLINE.

VI. Protests or Objections

Any protest or objection regarding the RFP procedures as defined in this document may be submitted in writing to Eric Engelbart, Assistant to the City Manager. All protests must be submitted within 5 working days of the notification of a respondent selected for recommendation for contract to the City Council and will be reviewed by the City Manager to determine whether the protest is valid. Only respondents may submit protests. Protests on the qualifications review process will not be accepted.

VII. RFP Addenda

Any changes to the RFP requirements will be made by addendum. All addenda shall include an acknowledgment of receipt that must be returned. The addenda must be signed and attached to the final response. Failure to attach any addendum may result in the rejection of the response.

All addenda will be emailed to each identifiable respondent.

VIII. Information Resources

Question about this Request for Proposal shall be referred to:

Eric Engelbart, Assistant to the City Manager
San Leandro City Manager's Office
835 E. 14th Street
San Leandro, CA 94577
Phone: (510) 577-3391
Email: eenengelbart@sanleandro.org

Questions will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential respondent. For additional information regarding the services to be provided, please review the Scope of Work. Except for the above named, potential respondents should not contact other San Leandro officials or staff regarding any aspect of this RFP. If such contact is made, the City reserves the right to reject the proposal

IX. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the City or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

X. Organization of Proposal

The City of San Leandro requests that the following information be provided as part of the response to the RFP. The proposal will be evaluated by the review committee and shall include, at a minimum, the following:

- A. **Profile of Proposing Firm.** This section shall include a brief description of the proposer's firm and its organizational structure. This section also should define the qualifications of the consulting firm, capacity, resources, and key personnel, staff or sub-consultants assigned to the services. A designated principal consultant for the duration of the contractual period should be identified.
- B. **Prior clients.** This should include a listing of current and former County, City, Special District, or other public-sector clients over the past three years.
- C. **General Knowledge of Local Government and San Leandro Issues.** This section should discuss the proposer's knowledge and expertise in local government affairs in general. This section also should include an overview of the local issues the consultant can help to address in San Leandro.
- D. **Specific Experience.** This section should describe any successes, funding awards, or other major accomplishments in advocating/lobbying for various types of projects or issues for other clients, or any other issue areas for which the firm may have particular expertise. The firm also should describe any specific experience it may possess working on issues related to:
 - The unwinding of redevelopment agencies,
 - Transportation and infrastructure needs,
 - Advanced manufacturing,
 - Broadband technology,
 - Public safety,
 - Furthering partnerships with educational institutions, or
 - Furthering partnerships or advancing shared goals between City & County governments
- E. **Approach to Relations with Clients and State Officials.** This section shall briefly define the approach the consultants will undertake to best serve the City's state legislative advocacy needs. This section should include an overview of the firm's general approach to communicating with clients and elected state officials or their staff, including tracking/monitoring/influencing legislation, identifying emerging issues, and methods of keeping clients informed.

- F. **Cost Summary.** This section shall define the fee schedule and pricing information, as well as how or when supplemental costs may be incurred. The City's intent is to enter into a 12-month agreement with an option to renew annually each calendar year.
- G. **Disclosures.** A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending involving the proposer. The City of San Leandro reserves the right to reject any proposal based upon the proposer's prior history with the City of San Leandro or with other parties, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.
- H. **References.** Provide references for similar work that your firm has provided within the last three (3) years. Include a detailed description of the services, the agency names, contact names and phone numbers, dates of services performed and successful work completed.

XI. Review of Proposals

Proposals will be reviewed by a committee that includes the Mayor, two City Council members, the City Manager, and the Assistant to the City Manager, and/or other staff as may be needed. Qualifications including specific experiences and successes, references, fees and familiarity with services requested will be evaluated. The committee will determine which proposal best meets the needs and requirements of the City. A Scope of Work is included to provide further information in assisting with the completion of the RFP.

The review committee may select and recommend a respondent for a State Legislative Advocacy Services agreement to the City Council. While proposed compensation will be a factor, qualifications and experience of the firm and proposed staff in relation to the Scope of Work and the City's needs shall inform the primary selection criteria. Additionally, the review committee will determine whether the respondent's existing client list presents a conflict to the City's needs and Scope of Work.

XII. Right of Refusal

- The City may, at its sole discretion, reject any and all proposals submitted in response to this RFP. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal.
- All potential respondents submit their proposal with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the San Leandro City Council.
- In determining which proposal best meets the needs of the City, several factors will be considered. These factors include, but are not limited to;

experience, approach to the work, service record, references, and financial stability.

- The City reserves the right to waive any informality, technical defect or clerical error in any proposals as the interest of the City may require.

XIII. General Conditions

- The City of San Leandro Standard Non-Professional Service Agreement (i.e. standard contract agreement) is attached hereto as Attachment “B.” By submitting a proposal without exceptions, the Consultant accepts all terms and conditions contained in attached agreement. The Consultant must specify any requested exceptions to any term, provision, or language in attached agreement.
- The City of San Leandro Living Wage Ordinance is attached hereto as Attachment “C.” By submitting a proposal without exceptions, the contractor agrees to comply fully with the requirements of the ordinance
- The terms and conditions not specifically identified will be considered acceptable to the Contractor. The City reserves the right to reject any proposal that provides changes to the agreement not acceptable to the City.

XIV. Attachments

Attachment A:	Scope of Work
Attachment B:	City of San Leandro Non-Professional Services Agreement
Attachment C:	City of San Leandro Living Wage Ordinance

Attachment A
City of San Leandro State Legislative Advocacy Services
Scope of Work

Contractor shall provide special knowledge, advice, services and skill, and shall do each of the following:

- (a) Provide City of San Leandro (hereafter "City") staff and/or elected officials with timely information regarding State legislation and administrative matters significantly affecting City program responsibilities, authority and resources;
- (b) Provide advice regarding effective strategies for promoting City interests and priorities within the legislative and executive branches of State government;
- (c) Represent City in public and private meetings of State legislative and administrative officials, committees and bodies, including representation in legislative committee hearings and hearings of administrative regulatory bodies;
- (d) Assist in securing enactment of City-sponsored legislative proposals and in securing the allocation of State funds to the City;
- (e) Consult with elected City officials, the City Manager, or City staff to help produce for review by the City Council a work program for the ensuing calendar year that will describe specifically the legislative priorities, sponsorship proposals and advocacy efforts to be undertaken by the Contractor. This work program shall be referred to as City's "Legislative Program" for the affected calendar year;
- (f) From time to time upon request and as permitted by law, arrange for meetings involving City officials in Sacramento or other locations in California;
- (g) Facilitate, if necessary, the participation of key City staff or officials in State-level activities significantly affecting programmatic or fiscal relationships between the State and the City;
- (h) Monitor and report on the State Budget and work when appropriate to secure or protect funding per the City's interests;
- (i) On occasion, meet in San Leandro with City officials or staff when necessary or when requested;
- (j) Provide, on a monthly basis, an electronic report/invoice specific to the City of San Leandro outlining any work completed the prior month to further advance the City's interests. This report also may include, if relevant, updates on the status of legislation or committee analyses that may be of concern.
- (k) Provide an annual report providing an overview of the work completed the past year and a forecast of important issues for the upcoming year.
- (l) Comply with all State or other laws regulating the activities of registered lobbyists, and prepare on the City's behalf such reports of lobbyist employers as may be required by State law or administrative requirements.

Attachment B
NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
[NAME OF CONTRACTOR]

THIS AGREEMENT for _____ services is made by and between the City of San Leandro ("City") and _____ ("Contractor") (together sometimes referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below

shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

[NOTE TO STAFF: THE FOLLOWING PROVISIONS OF THIS SECTION MAY BE ALTERED AS NECESSARY TO FIT THE CIRCUMSTANCES OF A PARTICULAR AGREEMENT.]

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

[NOTE TO STAFF: THE 800-HOUR LIMIT HAS BEEN ADDED BECAUSE OF RECENT COURT DECISIONS THAT INDICATE THAT INDEPENDENT CONTRACTORS MAY BECOME ELIGIBLE FOR PERS AFTER 1000 HOURS OF WORK FOR A CITY WITHIN A 12-MONTH PERIOD, ENTITLING THE CONTRACTOR TO AN EMPLOYER CONTRIBUTION FROM THE CITY.]

- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$_____. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 Liquidated Damages. Failure of Contractor to respond to problems referred to it by City within the time limits established in Subsection 1.2 of this Agreement shall result in liquidated damages as set forth in Exhibit A.

[NOTE TO STAFF: SECTION 3 MAY BE MODIFIED AS NECESSARY FOR THE TYPE OF WORK.]

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein.

[NOTE TO STAFF: City list of facilities and equipment at Contractor's disposal]

3.1 Safety Requirements. In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors; members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

[NOTE TO STAFF: THE FOLLOWING PROVISIONS OF THIS SECTION MAY BE ALTERED AS NECESSARY TO FIT THE CIRCUMSTANCES OF A PARTICULAR AGREEMENT. PLEASE CONSULT WITH RISK MANAGEMENT.]

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$ _____ [**dollar amount to be determined based on nature of the work—if no extenuating circumstances exist, \$1,000,000 is typically required**] per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$ _____ and automobile liability insurance for the term of this Agreement in an amount not less than \$ _____ [**dollar amounts to be determined based on nature of the work—if no extenuating circumstances exist, \$1,000,000 is typically required**] per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance

Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

4.3.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability

Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.3.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.3.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively,

“Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor’s obligation to defend and indemnify shall not be excused because of the Contractor’s inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Contractor Not an Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon _____ days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.6.3** Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4** Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 **Contract Administration.** This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.9 **Notices.** Any written notice to Contractor shall be sent to:

Any written notice to City shall be sent to:

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, [and C] **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	California Labor Code Section 1720 Information [DELETE IF NOT APPLICABLE]

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

CONTRACTOR

Chris Zapata, City Manager

[NAME, TITLE]

Attest:

Marian Handa, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

1957063.1

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the

Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Attachment C

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

ORDINANCE NO. 2007-018

(3120)

AN ORDINANCE ADDING TITLE 1, ARTICLE 6 OF CHAPTER 6 OF THE SAN LEANDRO MUNICIPAL CODE RELATING TO LIVING WAGE

The City Council of the City of San Leandro does ORDAIN as follows:

Section 1. Purpose.

The City Council of the City of San Leandro hereby finds as follows:

The City of San Leandro awards contracts to private firms and other businesses to provide services to the public and to City government; and

The City of San Leandro has a limited amount of taxpayer resources to expend; and

The use of taxpayer dollars to promote sustenance and creation of living wage jobs will increase consumer income, decrease levels of poverty and reduce the need for taxpayer-funded social programs in other areas; and

When City funds are used to contract for services, such contracts should demonstrate an effort to promote an employment environment that enhances the general quality of life within the community and maximizes the productive effect of the City's limited resources; and

The City's use of contractors that do not provide health insurance to their employees can result in imposing the costs of their medical care on the country, state and federal governments; and

That employees are far likelier to be healthy if their employer provides reasonable health insurance to them and their dependents; and

The payment of a minimum level of compensation as required by this chapter benefits these interests.

Section 2. Title 1, Chapter 6 of the San Leandro Municipal Code is hereby added as follows:

Chapter 1-6-600	Living Wage Ordinance	:
Section 1-6-605	Title and Purpose	
Section 1-6-610	Findings	

Section 1-6-615	Definitions
Section 1-6-620	Persons and Entities Subject to the Requirements of this chapter
Section 1-6-625	Living Wage Rate
Section 1-6-630	Waivers
Section 1-6-635	Required Contract Provisions
Section 1 6-640	Exemptions
Section 1-6-645	Retaliation and Discrimination Prohibited
Section 1-6-650	Employee Complaints to the City
Section 1-6-655	Enforcement
Section 1-6-660	Effective Date

Section 3. Title and Purpose – Section 1-6-605 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

The purpose of this chapter is to assure that City employees, employees of City service contractors, subcontractors, and employees and contractors of City financial assistance earn an hourly wage that is sufficient to live with dignity and to achieve economic self-sufficiency. The City contracts with many businesses and organizations to provide services to the public, and provides financial assistance to developers and businesses for the purpose of promoting economic development and job growth. Such public expenditures should also be spent to set a community economic standard that permits workers to live out of poverty. The City Council finds that the use of City funds to provide living wage jobs will decrease poverty, increase consumer income, invigorate neighborhood businesses and reduce the need for taxpayer funded social service programs.

This chapter shall be known and may be cited as the “Living Wage Ordinance”. The purpose of this chapter is to protect the public health, safety and welfare. It does this by requiring that public funds be expended in such a manner as to facilitate individual self-reliance by employees of City contractors, lessees, recipients of City financial aid and their respective subcontractors.

Section 4. Findings – Section 1-6-610 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

(a) The City of San Leandro awards contracts to private firms and other businesses to provide services to the public and to City government; and

(b) The City of San Leandro has a limited amount of taxpayer resources to expend; and

(c) The use of taxpayer dollars to promote sustenance and creation of living wage jobs will increase consumer income, decrease levels of poverty and reduce the need for taxpayer-funded social programs in other areas; and

(d) When City funds are used to contract for services, such contracts should demonstrate an effort to promote an employment environment that enhances the general

quality of life within the community and maximizes the productive effect of the City's limited resources; and

(e) The City's use of contractors that do not provide health insurance to their employees can result in imposing the costs of their medical care on the county, state and federal governments; and

(f) That employees are far likelier to be healthy if their employer provides reasonable health insurance to them and their dependents; and

(g) The payment of a minimum level of compensation as required by this chapter benefits these interests.

Section 5. Definitions – Section 1-6-615 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

The following words and phrases whenever used in this chapter shall be construed as defined in this section:

(a) "City" means the City of San Leandro and all City agencies.

(b) "City financial aid recipients" means all persons or entities that receive from the City, direct assistance in the form of grants, loans, or loan guarantees, in-kind services, waivers of City fees, real property or other valuable consideration in the amount of more than \$100,000 within the City's fiscal year (July 1st through June 30th). This term shall not include those who enjoy an economic benefit as an incidental effect of City policies, regulations or ordinances.

(c) "Contractor" means any person or entity that enters into a service contract as hereafter defined with the City in an amount equal to or greater than \$25,000 within the City's fiscal year. (Contractor includes subcontractors whose employees are engaged in City funded services.)

(d) "Employee" means any individual employed by an employer who performs at least 25 percent of the work arising from City financial aid, or a City lease, or who performs work arising from a service contract. No work may be reassigned in order to evade coverage under this chapter.

(e) "Health Benefits" means an employer's monetary contribution toward the cost of health and medical care insurance for covered employees and their dependents. Health benefits may include the following types of insurance: medical health, including mental health, dental and vision care. The hourly cost of providing health benefits shall be credited as compensation along with wages under this chapter. Retirement benefits, accidental death and dismemberment insurance, life insurance, disability insurance and other benefits that do not provide medical or health-related coverage shall not be credited as compensation.

(f) "Nonprofit" shall mean a nonprofit organization described in Section 501(c) of the Internal Revenue Code of 1954 which is exempt from taxation under Section 501(c) of that code, or any nonprofit educational organization qualified under Section 23701(d) of the Revenue and Taxation Code.

(g) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(h) "Service contract" means a contract given a contractor by the City for \$25,000 or more for the furnishing of services to or for the City, except those contracts where services are incidental to delivery of products, equipment or commodities. Service contracts include, but are not limited to, security guard services, janitorial services, waste management, landscaping, parking attendant services, and towing. "Service contract" does not include: (1) a contract between the City and another governmental entity or public utility; and (2) a contract subject to federal or state laws or regulations that would preclude application of the living wage requirement otherwise applicable pursuant to this chapter.

Section 6. Persons and Entities Subject to the Requirements of this Chapter – Section 1-6-620 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

The persons and entities described below shall comply with the minimum compensation standards established by this chapter if they employ more than six employees:

(a) The City of San Leandro, including all its agencies, departments and offices, for all regular and permanent part-time employees.

(b) For-profit service contractors which employ six or more employees and receive contract(s) from the City for \$25,000 or more within the City's fiscal year. Compliance shall be required during the term of the contract for all employees who perform, and while engaged in work arising from the service contract.

(c) Nonprofit service contractors which employ six or more employees and receive contracts from the City of \$100,000 or more within the City's fiscal year. Compliance shall be required during the term of the contract for all employees who perform at least 25 percent of the work arising from the service contract.

(d) Lessees of public property, licensees, concessionaires and franchises which employ six or more employees and have \$350,000 or more in annual gross receipts. Compliance shall be required during the lease term for any employees who spend 25 percent or more of their compensated time on the leased property or engage in work directly related to the license, concession or franchise.

(e) City financial aid recipients which employ six or more employees and receive more than \$100,000 in grants, loans or other cash and/or non-cash assistance within the City's fiscal year. Compliance shall be required for a duration of one year for each

\$100,000 of assistance, up to a maximum duration of five years, following receipt of the aid for all employees who spend 25 percent or more of their compensated time engaged in work directly related to the purposes for which the City provided the aid.

(f) Subcontractors and sub lessees of any of the entities or persons described in subparagraphs (a) through (e) above.

Section 7. Living Wage Rate – Section 1-6-625 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

All persons and entities subject to this chapter shall pay covered employees a wage of no less than the living wage set forth in this chapter:

(a) Living Wage means no less than \$12.40 per hour including wages and health benefits. For health benefits to be counted as a part of the living wage, the benefit must be at least \$1.50 per hour. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

(b) Time-off: Employees shall be entitled to at least twenty-two (22) days off per year for sick leave, vacation, or personal necessity. At least twelve (12) of the required days off shall be compensated at the same rate as regular compensation for a normal working day. Ten (10) of the required 22 days may be uncompensated days off. Employees who work part-time shall be entitled to accrue compensated days off in increments proportional to that accrued by full-time employees. Employees shall be eligible to use accrued days off after the first six (6) months of satisfactory employment or consistent with employer policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off.

(c) Additional Compensation Permissible. Nothing in this chapter shall be construed to limit an employer's discretion to provide greater wages to its employees.

(d) The initial rates set forth in subsection (a) of this section shall increase annually on July 1st, beginning July 1, 2008, to reflect the 12 month average in the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Areas for the preceding year from May through April.

(e) If the prevailing wage for services occupations are posted by the State Department of Industrial Relations (or any successor agency) and exceeds the compensation required by the living wage, then the contractor is required to pay its employees the posted prevailing wage.

(f) The City Council may periodically adjust the living wage rate up or down to reflect average living wage rates in effect in other Alameda County cities.

Section 8. Waivers – Section 1-6-630 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

Following a review and recommendation by the City Manager, the City Council may approve waivers with or without conditions to any of the requirements and regulations set forth in this ordinance, or in any implementing policies, upon a finding that such action is in the best interest of the City.

Section 9. Required Contract Provisions – Section 1-6-635 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

Every City contract, lease, license agreement, concession agreement, franchise agreement or agreement for financial aid with an employer or amendment thereto affecting financial aid or extending the term shall require compliance with the requirements of this chapter. Such contract provisions shall address the employer's duty to promptly provide to the City, documents and information verifying compliance with the requirements of this chapter, and sanctions for noncompliance. Such contract provisions shall also require the employer to give written notification to each current Employee, and to each new Employee at time of hire, of his or her rights under this Chapter. The notification shall be in the form provided by the City in English and Spanish, and translated by the employer to other languages spoken by a significant number of the employees, and shall also be posted prominently in areas at the work site where it will be seen by all Employees.

Section 10. Exemptions – Section 1-6-640 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

The requirements of this chapter shall not be applicable to the following employees:

(a) Employees of another government agency, including without limitation, cities, counties, state agencies, joint power authorities, and public utilities.

(b) An employee participating in a temporary job training program approved by the City in which a significant component of the employee's training consists of acquiring specialized knowledge, abilities, skills or job readiness (e.g., the importance of proper work attire, punctuality and workplace demeanor).

(c) Any disabled employee who; (1) is covered by a current sub-minimum wage certificate issued to the employee by the U.S. Department of Labor; or (2) would be covered by such a certificate but for the fact that the employer is paying a wage equal to or higher than the minimum wage.

(d) An employee who is in an internship or other job training program for which the employee is also receiving academic credit.

(e) An employee who is under 18 years of age.

(f) A temporary employee of the City of San Leandro who is employed for a limited term to a regular or non-regular position including casual, seasonal and emergency appointments with no guarantee of continued employment beyond the initial hire season.

(g) Volunteers.

(h) Employees who are standing by or on-call according to the criteria established by the Fair Labor Standards Act, 29 U.S.C. Section 201. This exemption shall apply only during the time when the employee is actually standing by or on-call.

(i) Employees of contractors and subcontractors subject to the requirements of Division 2, Part 7, of the California Labor Code, for payment of prevailing wage when prevailing wage requires compensation greater than that required by this chapter.

(j) An employee for whom application of the requirements of this chapter is prohibited by state or federal law.

(k) An employee subject to a bona fide collective bargaining agreement where the waiver of the provisions of this chapter are set forth in clear and unambiguous terms in such an agreement.

Section 11. Retaliation and Discrimination Prohibited; Worker Retention – Section 1-6-645 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

(a) It shall be unlawful to retaliate or discriminate against any person on account of having inquired into or having claimed a violation of this chapter.

(b) Each entity which is to replace a prior entity, subject to the requirements of this chapter, and described in Section 6, shall offer employment to the Employees of the prior entity. Such Employees may not be terminated by the new entity during the first 90 days except for just cause. The new entity may operate at lower staffing levels than its predecessor but in such event, shall place its predecessor's Employees on a preferential reinstatement list based on seniority. For purposes of this Section, an entity "replaces" another if it (1) assumes all or part of the lease, contract, subcontract or City aid of a prior employer, and (2) offers employment which Employees of the prior entity can perform. Nothing herein shall be construed to require that supervisory, managerial or confidential Employees retained by the new contractor be kept in a supervisory, managerial or confidential position.

Section 12. Employee Complaints to the City – Section 1-6-650 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

(a) An employee who alleges violation of any provision of the requirements of this chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.

(b) Any complaints received shall be treated as confidential matters to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections 6254 and 6255.

Section 13. Enforcement – Section 1-6-655 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

(a) A person claiming violation of this chapter may bring an action in the Superior Court of the State of California against an employer and obtain the following remedies:

1. Back pay for each day during which the employer failed to pay the compensation required by this chapter.
2. Reinstatement and compensatory damages.
3. For a willful violation of this chapter, a court may award as a penalty up to treble the amount of monies to be paid as damages.
4. Reasonable attorney's fees and costs.

(b) Notwithstanding any provision of this chapter or any ordinances to the contrary, no criminal penalties shall attach for any violation of this chapter.

(c) No remedy set forth in this chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce any rights hereunder in a court of law.

(d) No liability of City. Claims or lawsuits against the City arising under this chapter are not authorized, nor shall the remedies provided in subsection (a) be awarded against the City. The City shall not be liable to any person or entity because of the City's failure to notify an employer of the applicability of this chapter, the City's failure to investigate or enforce violations of this chapter, or based upon another employer's failure to comply with this chapter.

(e) The City may terminate a service contract, financial assistance, or lease or facility agreement and pursue any other legal remedies available to the City, including debarment, for Non-compliance with this chapter.

Section 14. Effective Date – Section 1-6-660 of Title 1 of the San Leandro Municipal Code is hereby added as follows:

This chapter shall apply to every City contract, lease, license, concession agreement, franchise agreement or agreement for financial aid with an employer entered into or amended on or after September 1, 2007.

Section 15. Administrative Guidelines, Regulations and Procedures

The City Manager, or his/her designee, shall have the authority to implement this ordinance and may promulgate administrative guidelines, regulations and procedures consistent with the purpose and intent of this ordinance.

Section 16. CEQA Determination

The City Council finds pursuant to Title 14 of the California Administrative Code §15601(b)(3) and §15378(a), that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment. This action is further exempt from the definition of project in §15378(b)(3) in that it concerns general policy and procedure making.

Section 17. Severability

Every section, paragraph, clause and phrase of this Ordinance is hereby declared to be severable. If, for any reason, any section, paragraph, clause, or phrase is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases.

Section 18. Effective Date and Publication.

This ordinance shall take effect on September 1, 2007. The City Clerk is directed to publish the title once and post a complete copy thereof on the City Council Chamber bulletin board for five (5) days prior to adoption.

Introduced by Councilmember Prola on this 16th day of July, 2007, and passed to print by the following called vote:

Members of the Council:

AYES: Councilmembers Grant, Gregory, Prola, Souza, Starosciak, Stephens;
Mayor Santos (7)

NOES: None (0)

ABSENT: None (0)

ATTEST: Marian Handa
Marian Handa, City Clerk

Passed and adopted this 30th day of July, 2007, after publication on July 23, 2007, by the following called vote:

Members of the Council:

AYES: Councilmembers Grant, Gregory, Prola, Souza, Starosciak, Stephens;
Mayor Santos (7)

NOES: None (0)

ABSENT: None (0)

ATTEST: Marian Handa
Marian Handa, City Clerk



City of San Leandro

Meeting Date: February 18, 2014

Resolution - Council

File Number: 14-042 **Agenda Section:** CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Lianne Marshall
Assistant City Manager

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Authorizing the City Manager to Execute a Consulting Services Agreement with Townsend Public Affairs for State Legislative Advocacy Services (provides for a one-year contract in an amount not to exceed \$60,000)

WHEREAS, the City of San Leandro ("City") distributed a Request for Proposal for the recruitment of a state level advocate; and

WHEREAS, Townsend Public Affairs submitted a proposal to the City to provide strategic state-level advocacy and consulting services; and

WHEREAS, the City desires to enter into an agreement with Townsend Public Affairs based upon its distinct subject matter expertise, as well as specific knowledge and skills that were obtained through experience providing similar services to other public agencies in Alameda County.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That the City Manager is authorized to execute a Consulting Services Agreement with Townsend Public Affairs in an amount not to exceed \$60,000, for state-level advocacy services.
2. That an original executed agreement shall be attached to and made a part of this resolution.