



City of Glendale
Glendale Water & Power

**REQUEST FOR PROPOSALS
FOR
STATE LEGISLATIVE
ADVOCACY SERVICES**

May 12, 2010

CONTENTS

I. Introduction	Page 3
A. Summary	Page 3
B. Assumptions / Definitions	Page 3
C. About the City of Glendale	Page 4
D. Scope of Work	Page 5
E. Minimum Qualifications	Page 6
F. City’s Representatives	Page 7
II. RFP Process	Page 7
A. Schedule of Events.....	Page 7
B. RFP Distribution	Page 7
C. Proposal Deadline and Proposal Submission.....	Page 8
D. Interim Inquiries and Responses; Interpretation or Correction of RFP	Page 8
E. Addenda	Page 9
III. General Requirements and Instructions	Page 9
A. Examination of Documents.....	Page 9
B. Withdrawal, Cancellation, or Modification of a Proposal	Page 9
C. Insurance	Page 10
IV. Proposal Content and Format	Page 10
A. Using the Attached Proposal Forms	Page 10
B. Identifying Proprietary Information; Public Records Act	Page 10
C. Proposal Signature(s).....	Page 11
V. Method of Selection	Page 11
A. Basis for Award and Evaluation Criteria.....	Page 11
B. Selecting a Consultant	Page 12
C. City’s Reservation of Rights.....	Page 13
VI. Award of Contract	Page 14
VII. Letter of Objection; Procedures	Page 15
EXHIBIT I — Sample Contract	Page 16
EXHIBIT II — Insurance Requirements	Page 39
PROPOSAL FORMS	PF:1-24

I. Introduction

A. Summary

The City of Glendale (“City”) and Glendale *Water & Power* (“GWP”) are seeking the services of an individual or a firm (“Consultant”) to provide state legislative advocacy services to gain support from key public officials and policy makers on decisions critical to the City (“Services”), in accordance with the instructions and requirements in this Request for Proposals (“RFP”).

To be considered in this process, the City is inviting written Proposals from qualified and experienced individuals or firms with:

- *a minimum of 5 years of direct experience providing state representation on issues and objectives common to municipal clients similar in size and governance to the City of Glendale*
- *strong focus and demonstrated expertise in California energy and water policy*
- *deep understanding of the current trends and issues in energy and water policy*

The City requires a well-managed and financially sound Consultant with demonstrated skills and technical ability, and high levels of customer service, responsiveness, and satisfaction, to fulfill the requirements outlined in this RFP.

This document is for use by City personnel and all potential Consultants. Read it carefully before preparing any response.

B. Assumptions / Definitions

The following assumptions and definitions were used in preparing this RFP, and should be adopted by the Consultant:

- The term ***RFP*** refers to this Request for Proposals and all of its attachments, including any materials from the City and relevant third parties.
- The term ***Proposal*** refers to the *materials submitted* by the Consultant in response to this RFP.
- The term ***Proposer*** refers to the Consultant.
- Responding Proposals will be based on the business needs outlined in this RFP and on technical and operational trends in the industry.
- This RFP is based on the best available information. Information not in this document, and not said to be forthcoming, should be assumed to be unavailable.
- Departure from the standards outlined in this RFP must be communicated via written notice to the City.

C. About the City of Glendale & GWP

Incorporated in 1906, Glendale is a Charter City and the third largest city in Los Angeles County, with a population of over 200,000 residents. The City is a busy commercial and cultural center with a blend of large companies, small businesses, and multi-national corporations. Glendale is also a full service city with municipal water and power utilities (GWP), a local municipal transportation department, ample public park system, multiple public libraries and many community services, as well as high-quality, professional public safety (both Police and Fire Departments). The City is under a Council-Manager form of governance.

GWP is the local, municipally-owned utility, serving over 80,000 customers – ranging from single-family and multi-family residential households to large commercial accounts. Annually, GWP reliably delivers nearly 1.2 million megawatt hours of electricity and 35,000 acre feet of water to a diverse range of satisfied customers. Nationally recognized for excellence in both energy and water service, GWP received both the American Public Power Association (APPA) Reliable Public Power Provider (RP3) Platinum Award and the Association of Metropolitan Water Agencies (AMWA) Gold Award. GWP leads the nation in both energy and water services and reliability with a strong and diverse energy portfolio (including 23% renewable energy) and regional hexavalent chromium (chromium 6) facilities. Additionally, GWP recently become the first utility in the nation to execute the Department of Energy grant contract for 20 million dollars, the City’s largest federal grant, for the implementation of Smart Grid in the City – a multi-phase, 70 million dollar infrastructure project for GWP.

The City and GWP are proactive in monitoring, taking positions and lobbying on both state and federal legislation which impact the City, particularly in the areas of energy/water policy, transportation and public works, public safety, and community services. The City and GWP participate in multiple professional associations and organizations, such as the National League of Cities and League of California Cities, the Southern California Public Power Association, the California Municipal Utility Association, and other regional organizations that have an influence in local, state, and federal affairs.

The City is vigilant about the introduction and passage of potentially harmful legislation that affects its ability to exert local control, while protecting its local budgets and mitigating impacts via unfunded mandates. Constant review and management of the onslaught of annual legislation is a daunting task; language and “intent” are often difficult to comprehend. Monitoring and analysis by an experienced, informed and proactive lobbying firm will help the City and GWP develop a stronger, faster and more effective legislative program to ensure its position is heard, understood and considered by state policymakers. The City has also been able to meet many local public improvement needs through the appropriation of local revenues and/or the successful pursuit of state and federal grant funds. The City requires an aggressive approach to protect the interest of our residents and utility customers, and to successfully pursue, secure and maximize funds for local projects through the state authorization/appropriation process, or competitive grant programs.

D. Scope of Work

1. TERM OF SERVICES AND CONTRACT

The Services described in this RFP and in the proposed Contract are for a period of one (1) year, beginning on July 12, 2010, and ending on July 11, 2011.

2. RESPONSIBILITIES

Consultant will primarily represent GWP's interests, secondarily the City's interests, in Sacramento, CA for the purposes of:

- Advocating on issues that directly or indirectly impact GWP's ability to efficiently and cost-effectively conduct its business
- Avoiding undue fiscal impact to either GWP or the City
- Protecting city's revenue
- Securing funding,

Consultant will have a strong emphasis and recognized expertise on energy policy, water/sewer/storm water management infrastructure and, ideally, some competency in general government.

Consultant will also coordinate work with the Southern California Public Power Association, the California Municipal Utility Association, the League of California Cities, and representatives of other cities and districts which likewise may oppose or support legislation.

These professional services include, but are not limited to, the following:

1. Follow issues of particular interest to GWP and the City; keep appropriate City staff informed of key developments and factors that could affect legislation.
2. Serve as a reliable and consistent conduit of information—to and from the legislature and state agencies; monitor and provide regular reports, both orally and in writing, on current state legislation, the state budget process, or any legislative events that may directly or indirectly impact the City;
3. Have established relationships with key legislators and staff;
4. Accurately and persuasively represent the perspective, needs, and concerns of the City and GWP
5. Advocate with State Legislators, Senate and Assembly committees, and state agencies, boards, and commissions on issues that directly or indirectly impact GWP's ability to efficiently and cost-effectively conduct its business in support of the City's goals, priorities, and projects; and

City of Glendale & Glendale Water & Power

STATE LEGISLATIVE ADVOCACY SERVICES RFP

6. Monitor, analyze, and advise the City of legislation that may directly impact the City by safeguarding local control, resources, and services;
7. Aid and assist in establishing relations between the City/GWP (both elected officials and staff) and Legislators and legislative staff including Chairs of key committees, Committee staff and other decision/policy makers;
8. Meet regularly with GWP staff to assist in the development of the City's list of goals, priorities, and specific projects;
9. Meet regularly with GWP Board and City Council to assist in the development of goals, priorities, and specific projects and to provide updates on recent developments;
10. Identify which goals, priorities, and projects could be addressed at the state level and assist in developing written material to provide to congressional staff;
11. Advise on trends and issues that affect local government (e.g., budget impacts, new programs, and objectives by Governor);
12. Attend meetings as necessary;
13. Promote the GWP's interests by securing funding opportunities through legislation so that the GWP may complete projects and implement programs that support the community, its resources, and its residents

The successful Proposer must directly provide all services described in this document, and must appoint one of its employees as the key contact for approval by the City.

E. Minimum Qualifications

A Proposer must have:

1. A minimum of 5 years of direct experience providing state representation on issues and objectives common to municipal clients similar in size and governance to the City of Glendale;
2. An established office in Sacramento, CA;
3. Demonstrated expertise in California energy and water policy;
4. Knowledge of and familiarity with the City and GWP's needs, concerns, legislative priorities; and
5. No conflicts of interest in representing the City's interests.

F. City's Representatives

Lana J. Haddad, Legislative Analyst for GWP, is the Project Manager in charge of this RFP. The executive in charge is Glenn O. Steiger, GWP General Manager.

II. RFP Process

A. Schedule of Events

The following events will take place during the RFP process (see further explanations, below):

Event	Responsibility	Date(s)
RFP Distribution	City	May 12, 2010
Last Day to Submit Interim Questions	Proposer	May 17, 2010
RFP Responses Due	Proposer	June 7, 2010
City Opens Proposals (non-public setting)	City	June 8, 2010
Panel Reviews Proposals	City	June 8 - 11, 2010
Candidate Interviews	City	June 14, 2010
Final Three (3) Candidates Determined	City	June 15, 2010
Last Day to Object to RFP or Evaluation Process	Proposer	June 17, 2010
Contract Award (City Council Approval)	City	June 29, 2010
Project Commencement	Proposer	July 12, 2010

B. RFP Distribution

A prospective Consultant may receive this RFP by mail, e-mail, in person, or online by contacting:

Lana Haddad, Legislative Analyst
Glendale *Water & Power*
141 N. Glendale Ave
GWP Administration, Level 4
Glendale, CA 91206

Office: 818-548-2107

Email: lhaddad@ci.glendale.ca.us

Distribution of the RFP *in no way* represents the City's acceptance of a Consultant's qualifications, reputation, or ability to perform the Services.

C. Proposal Deadline and Proposal Submission

The City must receive the Proposal *on or before 5:00 p.m., June 7, 2010.* *A Proposal received after this date and time will be considered non-responsive and the City will return the Proposal, unopened.*

A Proposal must be in writing, and must be delivered by mail or in person. *Oral, telephonic, facsimile, telegraphic, or electronically transmitted Proposals are invalid and the City will not accept or consider them.*

Proposer must submit in a sealed, clearly labeled envelope (or box):

- Five (5) printed Proposal documents [one (1) original and four (4) copies]; and
- One compact disc containing a PDF file (compatible with Adobe Reader or Acrobat) of the Proposal.

The Proposal must be clearly marked “**CITY OF GLENDALE STATE ADVOCACY SERVICES**” and addressed to:

Lana Haddad, Legislative Analyst
Glendale Water & Power
141 N. Glendale Ave
GWP Administration, Level 4
Glendale, CA 91206

D. Interim Inquiries and Responses; Interpretation or Correction of RFP

If a Proposer has any question about this RFP, the proposed Contract, or the scope of work— or if a Proposer finds any error, inconsistency, or ambiguity in the RFP, or the proposed Contract, or both— the Proposer must make a “Request for Clarification” before submitting its Proposal.

The Proposer must submit a Request for Clarification to: Lana Haddad, Legislative Analyst, via email at lhaddad@ci.glendale.ca.us. **The City must receive the Request for Clarification on or before 5:00 p.m., May 17, 2010.**

If necessary, the City will make written clarifications, interpretations, corrections, or changes to the RFP or the proposed Contract by issuing Addenda, as described in Section IIE (below). A Proposer must not rely upon, and the City is not bound by, verbal clarifications, interpretations, corrections, or changes to the RFP or the proposed Contract..

E. Addenda

The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Proposers whom the City knows have received a complete set of the RFP and have provided a street address for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda.

Proposers may also inspect the Addenda at GWP Administration Office (141 N Glendale Ave., Level 4, Glendale, CA 91206) during regular business hours, Monday – Thursday: 7:30 a.m. - 5:30 p.m., Friday: 8:00 a.m. - 5:00 p.m. This RFP is also on file there.

The City will treat transmittal of Addenda to potential Consultants **by U.S. mail, fax, or e-mail** as sufficient notice of the changes made by the City.

III. General Requirements and Instructions

A. Examination of Documents

Before submitting an RFP Response, a Consultant must thoroughly examine the RFP, make all necessary investigations and inquiries, and understand the Services that the City requires.

B. Withdrawal, Cancellation, or Modification of a Proposal

Before the Proposal Deadline, a Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer, to:

Lana Haddad, Legislative Analyst
Glendale *Water & Power*
141 N. Glendale Ave
GWP Administration, Level 4
Glendale, CA 91206

For a withdrawal to become effective, the City must receive the Proposer's request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal request for modification or withdrawal of a Proposal.

After the Proposal Deadline, a Proposer must not withdraw or cancel its Proposal for a period of at least ninety (90) calendar days following the Proposals' opening on **June 8, 2010**. The City may extend the 90 day period upon the City's written request and upon the affected Proposers' written approval.

C. Insurance

Specific insurance requirements are noted in **EXHIBIT II (“Insurance Requirements”)**, and evidence of the insurance coverages will need to be in place before the start of the work. The City will require certificates of insurance and additional insured endorsements when the successful Consultant submits a signed Contract to the City. A Consultant does not need to submit proof of insurance to submit a Proposal, but must be prepared to meet all City insurance requirements (with no additional cost to the City), if the Consultant is awarded a Contract.

IV. Proposal Content and Format

A. Using the Attached Proposal Forms

A Proposer must submit its Proposal on the proposal forms attached to this RFP, along with the required attachments as described in the proposal form. All question answers which require additional sheets must be clearly identified and in numerical order when attached and submitted.

The Proposer must fill in the blanks on the Proposal Forms, using a typewriter or printing legibly in ink. When answering the Proposal Forms’ questions, the Proposer must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Proposer must respond to the Proposal Forms’ questions with all applicable information, in order for the City to consider the Proposal as “responsive.”

If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as “non-responsive.”

The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms.

The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.

The Proposal should establish that the Proposer possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform the Services in a professional, ethical, dependable, and competent manner.

B. Identifying Proprietary Information; Public Records Act

A Proposer must identify and list all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 6250, et seq. (See: PF:36).

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City's refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

All Proposals and other material submitted become the property of the City and may be returned only at the City's option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

C. Proposal Signature(s)

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm's address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

V. Method of Selection

All Proposals received on time will be opened on June 8, 2010. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate all remaining Proposals in accordance with the criteria listed below.

A. Basis for Award and Evaluation Criteria

Evaluation of a Proposal will be based on a competitive selection process. Technical merit, experience, references, demonstrated successes, and the proposed fee will be considered in the selection process. The City reserves the right to award the contract not necessarily to a Proposer with the lowest cost proposal, but to a Proposer who will provide the best overall match to the RFP requirements and who best serves the City's interests.

Proposals received by City will be reviewed, evaluated, and ranked based upon the following criteria:

- Expertise, competence, experience, performance, solvency, and responsiveness to City's goals, interests, or objectives;
- References and demonstrated success;
- Cost; and
- Conformance with the terms of this RFP.

In addition, the City may consider other factors, including, but not limited to, evidence of untimely and unsatisfactory performance on prior, similar projects.

The City may investigate the qualifications of any Consultant under consideration, require confirmation of information furnished by the Consultant, and require additional information or evidence of qualifications to provide the Services described in this RFP.

B. Selecting an Consultant

An Evaluation Committee comprised of City representatives will evaluate each RFP submission, select up to three (3) finalists for possible interviews, and will submit recommendations to the City Manager. Upon interviewing the finalists, the City Manager will submit a recommendation to the City Council, which may select a Proposer.

During the evaluation process, the Evaluation Committee may, at its discretion, request any or all Proposers to make one or more oral presentations. The presentations will provide a Proposer with an opportunity to answer any questions that the Committee may have about the Proposer or its Proposal.

The ideal Consultant will:

- Have at least five (5) years of direct experience providing state representation on issues and objectives common to municipal clients similar in size and governance to the City of Glendale;
- Have no professional and/or ethical conflict with City of Glendale's interests;
- Have a demonstrated and verifiable track-record;
- Have an established office in Sacramento, CA;

- Have independently verifiable references of similar size and scope of the City and GWP;
- Have extensive experience providing state advocacy services to public agency clients, particularly electric and water utilities;
- Have established, longstanding and positive working relationships with members of the state Legislature, state agencies, and senior executive and committee staff;
- Be pro-active in monitoring, identifying, and analyzing state legislation that may be of interest or impact the City;
- Be pro-active in monitoring, identifying and securing state funding opportunities that may be of interest to the City; and
- Be fully dedicated to the funding goals and objectives of the City.

The contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the proposal evaluation criteria described on the previous page; results of background and reference checks; results from interviews and presentation phase; and proposed compensation.

The City Council must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and a Contract has been duly signed by all parties.

Once selected, the successful Proposer must enter into a written Agreement with the City within fourteen (14) calendar days following Proposer's receiving the City's Notice of Award.

C. City's Reservation of Rights

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal;
- Constitute an agreement by the City that it will actually enter into any contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all Proposals at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals are received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.

- Amend, revise, or change the RFP’s evaluation or selection criteria.
- Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct oral interviews.
- Visit Consultant’s facilities or business.
- Examine financial records of Consultant to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Consultants.
- Award contracts to one or more Consultants.
- Require a best and final offer from one or more Consultants.
- Provide its own services for legislative advocacy, or contract directly— without an RFP or bids— for those services.

VI. Award of Contract

Within ninety (90) calendar days after the City opens all Proposals, if the City Council selects a Proposal, the City will give the selected Proposer a “Notice of Intent to Award Contract” that will specify the “start date” for performing the Contract’s services.

- The RFP, or any part of it, and the Proposer’s responses, will be incorporated into and made a part of the Contract. *A copy of the proposed Contract is provided as EXHIBIT I.* The City reserves the right to further negotiate the terms and conditions of the Contract. The Proposer whom the City Council selects must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible revisions or additions to the Contract.

At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress, to the City’s reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award and reject the Proposal. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for services; or choose not to contract for services.

Within fourteen (14) calendar days after the City issues the Notice of Intent to Award Contract, or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:

- Three (3) originals of the Contract, properly signed by the Proposer.
- Insurance certificates and additional insured endorsements that fully conform to the Contract’s requirements.

After the City receives the signed Contracts and insurance documents, the City Attorney's office will review the Contract. Additionally, the City Attorney's office or the City's Risk Manager will review the required insurance. If the selected Proposer has not changed any terms of the Contract, and if the insurance conforms to the Contract's requirements, the City will sign the Contract and return an original of the Contract to the Proposer.

VII. Letter of Objection; Procedures

A Proposer who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter clearly stating the specific objections, the areas of concern, and a proposed method for resolving the objections. The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence. The City must receive the original, signed letter of objection **and an electronic version via email on or before 5:00 p.m., June 17, 2010.** The City will not consider any verbal objection. The letter of objection must be addressed as follows and delivered to:

Lana Haddad, Legislative Analyst
Glendale Water & Power
141 N. Glendale Ave
GWP Administration, Level 4
Glendale, CA 91206

Email: lhaddad@ci.glendale.ca.us

Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP— whether in whole or in part— needs revision, the City will prepare Addenda, as described in Section IIE of this RFP.

EXHIBIT I – Sample Contract

The proposed Contract is set forth below. ***THIS IS A DRAFT VERSION OF THE CONTRACT.*** The City reserves the right to revise this proposed Contract, including its service-related terms, conditions, requirements, specifications, or minimum performance standards. ***THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.***

CONTRACT No. _____

PROFESSIONAL SERVICES AGREEMENT
FOR
STATE LEGISLATIVE ADVOCACY SERVICES

BETWEEN THE CITY OF GLENDALE
AND

THIS AGREEMENT (“Agreement”), effective _____, 20__ (“Effective Date”), is between the City of Glendale (“CITY”), a municipal corporation, and _____ (“CONSULTANT”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

A. CITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CITY desires to hire a qualified and experienced lobbyist to:

1. Monitor, analyze, and advise CITY on state legislative and administrative matters that are important to CITY;
2. Represent CITY and advocate on CITY’s behalf in front of Congress, Congressional committees, and state agencies, boards, and commissions; and
3. Secure funding for projects and programs that support the community, its resources, and its residents.

D. On _____, 2010, CITY issued a “Request for Proposals” for State Legislative Advocacy Services (“RFP”)— which is attached as “Exhibit A” and is fully incorporated into this Agreement by this reference— describing CITY’s need for

THIS IS A DRAFT VERSION OF THE CONTRACT. THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.

state legislative and administrative advocacy services, and setting forth qualifications, conditions, and requirements for those services.

E. On _____, 2010, CONSULTANT submitted a Proposal (“CONSULTANT’s Proposal”), which is attached as “Exhibit B” and is fully incorporated into this Agreement by this reference.

F. On _____, 2010, the Glendale City Council (“City Council”) adopted a Motion— which is attached as “Exhibit C” and is fully incorporated into this Agreement by this reference— accepting CONSULTANT’s Proposal and awarding CONSULTANT the right to perform state legislative and administrative advocacy services on CITY’s behalf, subject to the terms and conditions of this Agreement.

G. On _____, 2010, CITY mailed CONSULTANT a “Notice of Intent to Award,” which is attached as “Exhibit D” and is fully incorporated into this Agreement by this reference.

H. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] [ADD, IF APPLICABLE: (which) (who) employs persons who are duly registered or licensed to practice in the State of California.]

I. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

J. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, CITY engages CONSULTANT’s services, and in consideration of the PARTIES’ mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals’ accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

2.1. This Agreement is for a period of one (1) year, beginning on January 1, 2010, and ending on December 31, 2010, unless the Agreement is terminated sooner according to the terms elsewhere in this document.

3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall provide CITY with state legislative and administrative advocacy services (“the Services”), in accordance with the Scope of Work, which is attached as “Exhibit E” to this Agreement and is incorporated into it by this reference.

3.2. **Written Authorization.** CONSULTANT shall not make changes in the Scope of Work or perform any additional work, without first obtaining written authorization from CITY. If CONSULTANT provides additional work or services without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT’s own risk and without payment.

3.3. **Professional Standard of Care.** During this Agreement’s Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, personnel, and agents (collectively, “CONSULTANT PARTIES”):

- (1) Shall be:
 - (a) Competent, qualified, and experienced to provide the Services that this Agreement requires; and
 - (b) Alert, careful, courteous, ethical, and professional, when interacting with officials in Congress and their staff, and legislative and administrative committees, boards, and commissions; and
- (2) Meet all applicable qualifications, certifications, registration, and licensing requirements established by (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By performing the Services, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work or the Services.

4.0 TIME FOR PERFORMANCE

4.1. CONSULTANT shall perform and complete the Services by [DATE] .

4.2. **Force Majeure.** If an event or condition constituting a “force majeure”— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet [**SET FORTH SPECIFIC TIMES:** hourly/ daily/ weekly/ as needed] to coordinate, review, and ensure CONSULTANT’s performance under this Agreement. CITY’s Project Manager will oversee the administration of CONSULTANT’s tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT’s project team shall work under the direction of the following key personnel [IDENTIFY CONSULTANT’S KEY PERSONNEL AND TITLE] . CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY’s prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities (“Subconsultants”) that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT’s duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the Services that CONSULTANT performs under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit F" to this Agreement and is incorporated into it by this reference. Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

7.2. **Fee.** CITY shall pay for the Services in the installment amounts and at the intervals listed in the Fee Schedule ("Exhibit F"), the TOTAL amount of which is not to exceed _____ dollars (\$_____). Each installment will be payable upon satisfactory completion, in CITY's determination, of the Services.

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all Services under this Agreement must not exceed _____ dollars (\$_____) ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state , county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 AUDIT BY CITY

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed

documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. **Ownership and Use.**

(A) Unless CITY state s otherwise in writing, each document—including, but not limited to, each report, draft, record, drawing, or specification (collectively, “work product”)— that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY’s exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT’s work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY state s otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or

alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions.

(B) If CITY receives a Public Records Act request, CITY will immediately notify CONSULTANT. CONSULTANT shall identify— within the time period CITY specifies— all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONSULTANT may seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, or if CONSULTANT fails to respond to CITY within the time period that CITY sets, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits,

THIS IS A DRAFT VERSION OF THE CONTRACT. THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.

demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 CONFLICT OF INTEREST

10.1. Without CITY's prior written authorization, CONSULTANT shall not represent— or advocate on behalf of— another person, entity, or organization whose interests:

- (1) Conflict, or potentially conflict, with CITY's interests; or
- (2) Directly compete with CITY's interests.

10.2. CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will promptly inform CITY about an existing or potential conflict of interest that:

- (1) Is related to CONSULTANT's Services under this Agreement; or
- (2) Arises as a result of any change in circumstances.

10.3 CONSULTANT shall not make any financial or other contribution to any elected official or candidate for elected office for any one or more of the following elected offices:

- (1) Glendale City Council;
- (2) Glendale City Clerk;
- (3) Glendale City Treasurer;
- (4) Glendale Unified School District Board member; or

- (5) Glendale Community College member.

10.4 CONSULTANT shall promptly inform CITY about any ethics, disciplinary, or malpractice investigation, action, or proceeding that is commenced against CONSULTANT or its employees.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the “Insurance Requirements,” which are attached as “Exhibit G” (G-1 through G-6) to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, “CONSULTANT INDEMNITOR”) shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, “CITY INDEMNITEE”) from and against a “**liability**” [as defined in Subparagraph (A) below], or an “**expense**” [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a CONSULTANT INDEMNITOR:

(A) “**Liability**” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;

- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR’s insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR’s obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

City of Glendale & Glendale Water & Power

STATE LEGISLATIVE ADVOCACY SERVICES RFP

- (1) Provide, obtain, or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;

- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or state law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within five (5) days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within five (5) days after receiving CITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

- (1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

- (2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon thirty (30) days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit G
- (3) Exhibit E.
- (4) Exhibit F.
- (5) Exhibit A.
- (6) Exhibit B.
- (7) Exhibit C.
- (8) Exhibit D.

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement state s otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested; or
- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the place, or facsimile number, for giving notice.

CITY: Lana Haddad, Legislative Analyst
Glendale *Water & Power*
141 N. Glendale Ave
GWP Administration, Level 4
Glendale, CA 91206

Tel. No. (818) 548-2107

CONSULTANT:

Attn: _____

Tel. No. _____

Fax. No. _____

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

City of Glendale & Glendale Water & Power

STATE LEGISLATIVE ADVOCACY SERVICES RFP

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By _____
James E. Starbird
City Manager

Date: _____, 20____

CONSULTANT:

By _____
(Name) _____
(Title) _____

Date: _____, 20____

APPROVED AS TO FORM:

City Attorney

Date

THIS IS A DRAFT VERSION OF THE CONTRACT. THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.

City of Glendale & Glendale Water & Power
STATE LEGISLATIVE ADVOCACY SERVICES RFP

EXHIBIT LIST

“Exhibit A”: (__ pages)	CITY’s Request for Proposals
“Exhibit B”: (__ pages)	CONSULTANT’s Proposal
“Exhibit C”: (__ pages)	City Council Motion
“Exhibit D”: (__ pages)	Notice of Intent to Award Contract
“Exhibit E”: (__ pages)	Scope of Work
“Exhibit F”: (__ pages)	Fee Schedule
“Exhibit G”: (__ pages)	Insurance Requirements

EXHIBIT II – Insurance Requirements

INSURANCE REQUIREMENTS STATE LEGISLATIVE ADVOCACY PROFESSIONAL SERVICES AGREEMENT

“PROFESSIONAL LIABILITY” INSURANCE

1.1 Without limiting CONSULTANT’s liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

- (A) Include “errors and omissions” coverage or “malpractice” coverage;
- (B) Afford “practice specific” or “project specific” coverage;
- (C) Provide limits of liability in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
 - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
 - (1) CONSULTANT;
 - (2) CONSULTANT’s Subconsultant(s);
 - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
 - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
- (E) Provide coverage for:
 - (1) The duration of this Agreement; and
 - (2) At least three (3) years after the Project’s completion:
 - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
 - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date

City of Glendale & Glendale Water & Power

STATE LEGISLATIVE ADVOCACY SERVICES RFP

is later. Each policy must have a "retroactive date" that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

1.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

INSURANCE REQUIREMENTS
STATE LEGISLATIVE ADVOCACY PROFESSIONAL SERVICES AGREEMENT

“WORKERS’ COMPENSATION” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONSULTANT shall provide CITY with a “*certificate of insurance*” and a subrogation endorsement, “*Waiver of Our Right to Recover From Others*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONSULTANT’s personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

INSURANCE REQUIREMENTS
STATE LEGISLATIVE ADVOCACY PROFESSIONAL SERVICES AGREEMENT

“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONSULTANT shall provide CITY with a “*certificate of insurance*,” an “*additional insured endorsement*,” and a subrogation endorsement, “*Waiver of Transfer to Rights of Recovery Against Others*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state :

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

INSURANCE REQUIREMENTS
STATE LEGISLATIVE ADVOCACY PROFESSIONAL SERVICES AGREEMENT

"BUSINESS AUTOMOBILE" LIABILITY INSURANCE

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a "Business Automobile" insurance policy on an occurrence basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) TWO MILLION DOLLARS (\$2,000,000) combined single limit ("CSL").

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONSULTANT shall provide CITY with a "*certificate of insurance*" and an "*additional insured endorsement*"— on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state :

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

INSURANCE REQUIREMENTS
STATE LEGISLATIVE ADVOCACY PROFESSIONAL SERVICES AGREEMENT

GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Surplus Line Insurers” (“LESLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry an A.M. Best & Company minimum rating of “A:VII”.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

1.3 A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONSULTANT’s insurance policy:

- (A) If CONSULTANT’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
 - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
 - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONSULTANT’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONSULTANT’s insurance policy;

City of Glendale & Glendale Water & Power

STATE LEGISLATIVE ADVOCACY SERVICES RFP

- (E) CONSULTANT and CONSULTANT's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONSULTANT:
 - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
 - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
 - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

1.6 CONSULTANT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after the Final Payment.

1.7 CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

City of Glendale & Glendale Water & Power

STATE LEGISLATIVE ADVOCACY SERVICES RFP

1.8 CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.

INSURANCE REQUIREMENTS
STATE LEGISLATIVE ADVOCACY PROFESSIONAL SERVICES AGREEMENT

CONSULTANT'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) CITY's "General Liability/Automobile Liability Special Endorsement" form (L-15), unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A subrogation endorsement, "*Waiver of Transfer to Rights of Recovery Against Others*," for Commercial General Liability coverage or Businessowners Liability coverage;
- (D) A "certificate of insurance" for Workers' Compensation insurance; or
If CONSULTANT is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or
If CONSULTANT is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;
- (E) A subrogation endorsement, "*Waiver of Our Right to Recover From Others*," for Workers' Compensation coverage; and
- (F) A complete copy of CONSULTANT's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 This Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.