



OFFICE OF THE
CITY MANAGER

CITY OF SACRAMENTO
CALIFORNIA
September 11, 1990

CITY HALL
ROOM 101
915 I STREET
SACRAMENTO, CA
95814-2684

916-449-5704

Law and Legislation Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: LEGISLATIVE ADVOCACY CONSULTANT SERVICES AGREEMENT

SUMMARY

The purpose of this report is to request Law and Legislation Committee approval to execute a Consultant Services Agreement with Mr. Kenneth J. Emanuels. Approval of the attached Resolution is recommended.

BACKGROUND

In 1987, the city completed a formal proposal process which resulted in the selection of Ken Emanuels as the City's Legislative Advocate. The City has had agreements with Mr. Emanuels for the past 3 years. Agreement #89101 will expire September 30, 1990 and the City Manager requests that this agreement be renewed. Mr. Emanuels' professional services during the last 3 years have been very productive. These agreements provide for annual renewal at the discretion of the City and subject to approval by the City Council.

Services to be provided by the consultant are detailed in Attachment I of the proposed agreement. These include informing the City of newly introduced legislation, representing the City through regular contacts with the legislature, causing the introduction and passage of legislative bills sponsored by the City and working with City staff to procure targeted grants from State agencies. Consultant shall develop and periodically report on a mutually agreed upon workplan. Oversight of this workplan is the responsibility of the City Council Law and Legislation Committee.

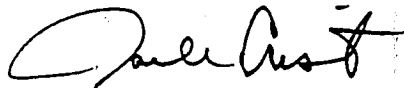
FINANCIAL

The 1989-90 agreement provided for monthly payments to Mr. Emanuels totaling \$55,000. The proposed renewal agreement would be for an amount not to exceed \$43,128 for services through June 30, 1991. This will be a one time 9 month agreement instead of the usual annual agreement so that we may adjust to the fiscal year. (An annual agreement would amount to \$57,500.) Included is a 4.5% cost of living adjustment. In addition, the City agrees to pay up to \$1,500 for computer bill tracking and legislative bill services. The \$43,128 is budgeted in the 1990-91 City Manager's budget.

RECOMMENDATION

It is recommended that the Law and Legislation Committee approve the attached Resolution authorizing the City Manager to execute an agreement with Mr. Kenneth J. Emanuels for consultant services and forward it to the City Council for adoption.

Respectfully submitted,



Jack Crist
Deputy City Manager

RECOMMENDATION APPROVED:



WALTER J. SLUPE
City Manager

Contact Person:
Jack Crist
449-5704

September 26, 1990
All Districts

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH MR. KENNETH J. EMANUELS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager is hereby authorized to execute a professional services agreement with Mr. Kenneth J. Emanuels for legislative advocacy services from October 1, 1990 to June 30, 1990, in an amount not to exceed \$43,128. In addition the City agrees to pay up to \$1,500 for computer bill tracking and legislative bill services.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of October 1, 1990, by and between the CITY OF SACRAMENTO, a municipal corporation ("City") and KENNETH J. EMANUELS ("Consultant"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. The Consultant shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) Consultant notifies the City that such service is deemed an additional service and Consultant estimates the additional compensation required for this activity; and (b) the City, after notice, approves the additional service and amount of compensation therefor.

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless pursuant to paragraph 1 above, City approves additional compensation for additional services. Consultant shall submit all billings for said services

to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

3. Facilities and Equipment. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. General Provisions. The general provisions set forth in Exhibit D, which include insurance requirements, are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, this Agreement shall control over the general provisions.

5. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7. It is understood by both parties that before any additional clients are retained by Mr. Kenneth J. Emanuels, he agrees to advise the Sacramento City Manager of his

intentions. Either party may then terminate this Agreement, if desired.

Executed as of the day first stated.

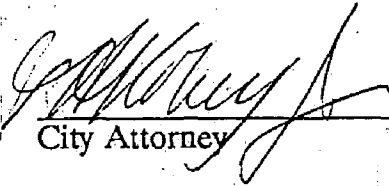
CITY OF SACRAMENTO
A Municipal Corporation

Walter J. Slipe, City Manager

Kenneth J. Emanuels, Legislative Advocate

APPROVED AS TO FORM:

ATTEST:



City Attorney

City Clerk

Attachments:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY KENNETH J. EMANUELS

1. Representatives:

The City Representative for this Agreement is:

<u>WALTER J. SLIPE</u>	<u>CITY MANAGER</u>	<u>916-449-5704</u>
(Name)	(Title)	(Telephone)

All consultant questions pertaining to this agreement will be referred to the above named person, or the representative's designee.

The Consultant Representative for this Agreement is:

<u>KENNETH J. EMANUELS</u>	<u>LEGISLATIVE ADVOCATE</u>	<u>916-444-6789</u>
(Name)	(Title)	(Telephone)

All City questions pertaining to this agreement will be referred to the above named person. All correspondence to the City will be addressed to:

CITY MANAGER'S OFFICE
915 I Street, Room 101
Sacramento, CA 95814
Attn: WALTER J. SLIPE

2. Services to be provided are specified below:
SEE ATTACHMENT I

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH KENNETH J. EMANUELS

FEE SCHEDULE/MANNER OF PAYMENT

- The term of this contract is nine (9) months, commencing October 1, 1990 and ending June 30, 1991.
- The City shall have the option to annually renew said contract with specific services and cost of such services to be renegotiated by the City Manager annually. Each annual contract renewal shall be subject to City Council approval if over \$25,000.
- The base contract amount is \$57,500* annualized, payable in monthly installments of \$4,792 upon receipt of a monthly invoice from consultant. (1)
- Additionally, the City agrees to pay its pro rata share of actual costs incurred by consultant relating to legislative bill services used. These costs will be no more than \$1,500. These services shall be invoiced as used.
- Therefore the total annual contract amount is \$43,128 plus \$1,500 or \$44,628.

*1990 Base	55,000
	x1.045
1991 Base	<u>57,500</u>
Rounded	

(1) Actual base contract amount over 9-month period will be \$43,128.

Request for payment shall be sent to:

CITY MANAGER'S OFFICE

915 I STREET, ROOM 101

SACRAMENTO, CA 95814

Attn: CAREENE EZELL

Ref: PN/JOB# _____

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH: KENNETH J. EMANUELS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City (will) (will not) furnish facilities or equipment for this Agreement. If facilities and equipment are to be furnished, specify below:

**The City will not furnish facilities or equipment for this agreement.
If occasional facilities or equipment are required by consultant,
arrangements may be made through the City Manager's Office.**

ATTACHMENT I

Proposal

I propose to carry out a wide range of lobbying activities on behalf of the City of Sacramento for the period of October 1, 1990 to June 30, 1991.

It is my experience from the past eighteen years that a successful legislative program requires both the development of sound policy objectives and a well-executed plan to achieve these goals. At the direction of the Mayor, City Council and the City Manager, I will work to develop a legislative program for the 1990-91 session, meet the legislative needs of the City and coordinate with individual cities and the League of California Cities to ensure protection of the City's interests. This process will include spending as much time with the Mayor, City Council and City staff as necessary to receive policy direction and to maintain a productive working relationship.

More specifically, I will conduct a lobbying program which will assure the City that it will be a respected and influential participant in the state legislative process. To accomplish this, I will perform the following tasks:

1. Inform the City of newly-introduced legislation and legislative amendments through a system of bill referrals sent to the City's department heads.
2. Act as an information sources and advocate for the City covering the Legislature, state administrative agencies and state regulatory agencies as requested by the City Manager. This service shall include, but not be limited to: monitoring legislation which affects the City, advocating support, amendments, or opposition to legislation in accordance with the City's positions, advocating the City's interest to state administrative agencies, and advocating the City's interests in the state budget process. The City's "positions" and "interests" mean those positions and interests expressly stated by the City Manager or his designee or expressly stated in an official act of the Sacramento City Council or the Council's Law and Legislation Committee.
3. Cause the introduction and advance the passage of a limited and mutually agreeable number of legislative bills sponsored by the City.

4. Arrange for representatives of the City to participate in the legislative process through testimony, meeting with legislators, and other necessary actions.
5. Advise the City on effective lobbying tactics.
6. Maintain regular liaison with the members of the City's legislative delegation.
7. Develop the support of legislators from various regions of the state to increase the City's influence on pending legislation.
8. Work with City staff to procure grants from state agencies.
9. Provide reports to the Mayor, the Law and Legislation Committee, and City Council and City staff on legislative issues, administrative activities, and other activities undertaken on behalf of the City.
10. Represent the City through regular contact with members of the Legislature and their staffs.
11. Periodically, but not less than semi-annually, provide the City with a report outlining specific legislative bills which the advocate has lobbied on behalf of the City. Such report will be presented to the Council Committee on Law and Legislation.
12. Follow through on the following specific 1990-91 workplan items:
 - Funding the State Park and Recreation Museum on Railroad Technology in proposed Administration budget in January 1991.
 - Revision of the Legislative Policy Manual prepared by City Attorney's office in 1977.
 - Defeat mandatory residential water meter legislation. (Introduction anticipated in 1991.)
 - Such other items proposed by department heads and approved by the Law and Legislation Committee.

City of Sacramento

1991 State Legislative Work Plan and Procedures

1. Introductory Comments: Emphasize local interests, narrow focus.

In my interviews with City staff and council members, two points have been repeatedly emphasized to me as I conduct a legislative advocacy program for the City. First, all underscored the potential of wasting the City's time and money by simply duplicating the work of the League of California Cities. And secondly, there was concern that the City should fail to focus its legislative interests narrowly enough and, as a result, put time demands on the advocate which would prevent him from being genuinely helpful on truly major issues of local concern. This proposed Work Plan is specifically designed to avoid these potential problems.

II. Scope of Issues

It is recommended that as a general rule the City and its advocate should restrict their state lobbying activities to two categories of legislation:

- a) Local interest legislation which affects the City exclusively or uniquely.
- b) A limited number of state-wide bills which have an unusually positive or negative impact on the City. An example of such legislation might be a major change in the Brown Act Open Meeting law or reform in local government tort liability.

III. Top Priority: Local interest legislation already introduced or initiated.

- a) State Budget: Funding for the State Park Museum of Railroad Technology.
- b) Potential legislative proposals to mandate the use of residential water meters.
- c) Other legislative needs that will arise during the legislative session.

IV. Subject Areas of Priority Interest. State-wide Legislation.

Interviews with Council Members and staff have indicated that there are at least three subjects of state-wide legislation which should have a high priority for Council and staff review. Therefore, it is suggested that the Legislative Advocate identify and distribute to department heads all major legislation relating to:

- a) Water quality, north-south allocation, distribution, treatment, and
- b) Infrastructure financing, including transportation funding, assessment district law and developer fees.
- c) Homeless funding.

V. Procedure for the review of state legislation.

- a) The Legislative Advocate will identify and distribute to department heads (and the City Manager and City Council as appropriate) all newly introduced "local interest" legislation and subsequent amendments which affect the City exclusively or in a manner which is unique and which will not be a priority of the League of California Cities. The Legislative Advocate will also identify and distribute to department heads all major state-wide legislation relating to water, infrastructure financing and the homeless.
- b) City department heads will identify (with the assistance of Legislative Advocate as requested) a limited number of state-wide bills. It is expected that such legislation will be brought to the attention of the department heads by the Legislative Advocate, the League Legislative Bulletin or the professional association publications of the California Park and Recreation Society, the Community Redevelopment Agencies Association, the California Police Chiefs Association and the California Fire Chiefs Association.
- c) The Legislative Advocate will also identify and distribute to department heads all amendments to state-wide legislation for which the Law and Legislation Committee and the Council have adopted a position.

- d) The City Attorney will establish the state legislative bill agenda for the City's Law and Legislation Committee, following receipt of the recommendations of the department heads and the Legislative Advocate.
- e) Department heads should make reference to the City's Policy Guidelines contained in the Organization and Procedures Manual on Legislative Matters.

IV. Other Responsibilities.

- a) Assist with the Annual Sacramento Chamber of Commerce State Capitol Visit scheduled for February 1991.
- b) Monitor the progress of Sacramento County's State Legislative program for the 1991 Session. Identify conflicts between the interests of the city and the county.
- c) Together with the City Attorney, revise and update the City's Organization and Procedures Manual on Legislative Matters Affecting the City of Sacramento, issued March 1977. (This manual also includes policy guidelines for supporting or opposing legislation.)
- d) Initiate other activities by the City to increase contact with Legislators, to generate goodwill for the City, and to make Legislators from around the state familiar with the City's unique issues.

SEP 13 1990

City Attorney's Office

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, Consultant shall be an independent Contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Contract; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Licenses; Permits; Etc. Consultant represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is not the reasonable control of the party.

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

5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6. Personnel. Consultant 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 removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

7. Standard of Performance. Consultant 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 California. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

8. Termination. City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event City shall terminate this Agreement:

(1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letter, works, pictures, drawings, sounds, or symbols, or combinations thereof.

(2) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

(3) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Representative is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by Consultant, the decisions of the Director of the City Department administering this Agreement shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

9. Indemnity and Hold Harmless The Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this contract by Consultant whether within or without the scope of this contract. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

10. Equal Employment Opportunity During the performance of this agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations".

- B. Nondiscrimination: Consultant, with regard to the work performed by it after award and prior to completion of the work pursuant to this agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual preference.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City of Sacramento, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to Consultant under the contract until consultant complies;
 - (2) Cancellation, termination, or suspension of the agreement, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with

respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of City.

11. Insurance Requirements. During the duration of this Agreement Consultant shall maintain the following noted insurance:

	<u>Required</u>	<u>Not Required</u>
Coverage - Broad Form Comprehensive Liability	<u>X</u>	—
Business Auto Liability	<u>X</u>	—
Workers' Compensation & Employers' Liability	—	<u>X</u>
Professional Liability (Errors and Omissions)	—	<u>X</u>

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1.) Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
- (2.) Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- (3.) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability insurance.
- (4.) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (1.) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2.) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3.) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

(4.) Professional Liability (Errors and Omission): \$ _____
combined single limit per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1.) General Liability and Automobile Liability Coverages

- a. The City, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it provided however that this section shall not apply when Consultant and City are jointly negligent.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees or volunteers.
- d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2.) Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by Consultant for the City. This requirement may, however, be waived in individual cases at the discretion of the City.

(3.) All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:III. This requirement may, however, be waived in individual cases; provided, however, that in no event will a carrier with a rating below A:X be acceptable.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be forwarded to the City representative named in Exhibit A.

G. Payment Withhold

The City will withhold payments to the Consultant, if certificates of insurance and endorsements required in paragraph F above have not been provided.