City of Arts & Innovation

City Council Memorandum

TO: **HONORABLE MAYOR AND CITY COUNCIL** **DATE: FEBRUARY 9, 2016**

FROM: **CITY MANAGER'S OFFICE** **WARDS: ALL**

SUBJECT: **AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH DIMARE BROWN HICKS KESSLER FOR STATE LEGISLATIVE ADVOCACY SERVICES – $240,000 TOTAL FOR THREE YEARS**

ISSUE:

The issue for City Council consideration is to approve a Professional Consultant Services Agreement with DiMare Brown Hicks Kessler for state legislative advocacy services.

RECOMMENDATIONS:

That the City Council:

1. Approve a Professional Consultant Services Agreement with DiMare Brown Hicks Kessler for state legislative advocacy services from February 9, 2016 through December 31, 2019, with the option for three additional one-year amendments; and

2. Authorize the City Manager or his designee to execute the Professional Consultant Services Agreement, including making minor non-substantive changes to the agreement.

BACKGROUND:

City staff issued a Request for Proposals (RFP) for the selection of a consultant for state legislative advocacy services on December 4, 2015. Three proposals were received and the City Manager's Office evaluated the proposals based on content, cost and qualifications. Based on this review of the responses received, DiMare Brown Hicks Kessler (DBHK) was selected to be the City's state legislative advocate. Collectively, DBHK has over 80 years of experience working in Sacramento on behalf of its clients on a broad array of issues that include legislation and regulation before the legislature, administration and state boards and commissions. It is this experience that forms the basis of DBHK's approach to legislative advocacy services and it is the reason why the firm was selected. DBHK will assist the City to achieve its legislative priorities by working collaboratively with elected officials across party lines, actively identifying state programs that provide funding and grant opportunities in support of City projects and services, and effectively communicate all City interests and concerns.

The proposed Professional Consultant Services Agreement (Agreement) includes an annual retainer in the amount of $70,000 ($5,833.33 per month). Additionally, the City will reimburse reasonable expenditures for travel, lodging and related expenses incurred on behalf of the City in performance of this Agreement for a sum not to exceed $10,000 per year. The Agreement includes the option of three one-year renewal options subject to the same terms; any renewal will need to be

approved by the City Council.

Upon approval of this agreement, City staff and DBHK will immediately commence working on updating the City's legislative agenda. As part of this process DBHK will hold meetings with the Mayor and City Council, as well as with City staff, to help guide this process. An updated legislative agenda will be ready for City Council consideration in March 2016.

FISCAL IMPACT:

The total annual cost for state legislative advocacy services will not exceed $80,000. DiMare Brown Hicks Kessler will perform the services outlined in the Agreement for $70,000 on an annual basis. In addition, the City will reimburse reasonable expenditures for a sum not to exceed $10,000 per year. Reimbursement of these expenses is subject to prior approval by the City.

For the three year term of the Agreement, DBHK will perform the services outlined for a total sum not to exceed $240,000. Sufficient funds are available in the City Manager's Communications Office Account No. 1140000-421000 (Professional Services) to cover the cost of this service. City staff will work to ensure sufficient funds are budgeted in future years to cover the cost of this service.

	YEAR 1	YEAR 2	YEAR 3	AGREEMENT TOTAL
State Legislative Advocacy Services	$70,000	$70,000	$70,000	$210,000
Reimbursement of Expenses	$10,000	$10,000	$10,000	$30,000
	$80,000	$80,000	$80,000	$240,000

Prepared by: Moises A. Lopez, Intergovernmental Relations Officer
Certified as to availability of funds: Brent A. Mason, Finance Director/Treasurer
Approved by: Alexander T. Nguyen, Assistant City Manager
Approved as to form: Gary G. Geuss, City Attorney

Attachment: Professional Consultant Services Agreement with DiMare Brown Hicks Kessler

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

DIMARE, BROWN, HICKS & KESSLER, LLC

(State Lobbyist Services)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and DIMARE, BROWN, HICKS & KESSLER, LLC, a California limited liability company ("Consultant").

1. **Scope of Services**. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with providing State Lobbyist Services ("Project").

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2019, unless otherwise terminated pursuant to the provisions herein. Upon mutual written agreement, the City and Consultant may extend the term of the Agreement for up to 3 additional one-year periods.

3. **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Ten Thousand Dollars ($210,000) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City	To Consultant
City Manager's Office City of Riverside Attn: Moises Lopez 3900 Main Street Riverside, CA 92522	Dimare, Brown, Hicks, Kessler Attn: Amy Brown 925 L St. Ste. 850 Sacramento, CA 95814

5. **Prevailing Wage**. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration**. A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance**. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel**. Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor**. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability**. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 **Defense Obligation For Other Than Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 **Indemnity For Other Than Design Professional Liability**. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. **Insurance**.

12.1 **General Provisions**. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of

not less than $1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

> It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants**. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records**. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation**. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws**. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination**. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 25 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets**. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns**. This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue and Attorneys' Fees**. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees. However, the recovery of attorneys' fees by the prevailing party is limited to individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fee. In no action shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

29. **Nondiscrimination**. During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation**. City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation a California corporation

By: _____
City Manager

Attest: _____
City Clerk

DIMARE, BROWN, HICKS, & KESSLER a California limited liability company

By: _____
Amby Brown
[Printed Name]
Partner
[Title]

By: _____
Alice Kessler
[Printed Name]
Managing Partner
[Title]

Approved as to Form:

By: _____
Deputy City Attorney

O:\Cycom\WPDocs\D014\P024\00269641.doc
CA: 16-0089

EXHIBIT "A"

SCOPE OF SERVICES

(Inserted behind this page)

DIMARE | BROWN

DBHK

HICKS | KESSLER

INNOVATIVE ADVOCACY. TRUSTED ADVICE.

PROPOSAL

FOR

STATE LOBBYIST SERVICES

City of Riverside

Proposal Contact:
Amy Brown
DiMare, Brown, Hicks & Kessler, LLC
925 L ST. STE 850
Sacramento, CA 95814

916-341-0808 (Office)
916-341-0848 (Fax)

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Appendix A (Resumes)

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A. Cover Letter

December 11, 2015

City of Riverside – Purchasing
Attn: Art Torres (RFP No. 1565)
City Hall, 6th Floor
3900 Main Street
Riverside, CA 92522

Dear Mr. Torres:

Thank you for the opportunity to submit a proposal to provide state legislative consulting services to the City of Riverside. We at DiMare, Brown, Hicks & Kessler, LLC (DBHK) are thrilled at the prospect of representing the City of Riverside (City) before the California State Legislature and Administration on issues influencing your 2016 public policy priorities. All elements of the City's RFP requirements have been reviewed and understood. To that end, if chosen, we will perform the services outlined in our proposal. We intend to enter into an agreement under the terms and conditions outlined herein. DBHK not only wants to meet your expectations as your lobbying firm, we will strive to exceed those expectations.

Background & Summary Vis-à-Vis Local Government Advocacy

Collectively, DBHK has over 80 years of experience in the State Capitol and before regulatory agencies on behalf of our array of clients, which include several local governments. Our highly effective political and technical capabilities are unmatched in California's legislative and administrative arenas. The team is experienced in representing our clients on a broad array of issues, covering legislation and regulations before the state's boards, commissions and agencies. Specifically, we have represented our local government clients in the areas of redevelopment dissolution, infrastructure finance district reform, workers' compensation, pension reform, public safety, water policy, and energy for two decades. Generally, on behalf of these same local government clients, we have also successfully advocated before the Legislature, Administration, and numerous State agencies and regulatory departments.

By way of example, in 2015, we were successful in helping pass legislation for the City of West Sacramento to ensure sales tax revenues were not shifted to neighboring jurisdictions in an effort to offer rebates. We also helped pass legislation that allowed more flexibility for the City to utilize Infrastructure Finance Districts. Assembly Speaker Toni Atkins was instrumental in championing the package of bills that were signed by the Governor.

In 2009 we were successful in securing funds from the State Revolving Fund Grant for the City of St. Helena's flood control project. We also assisted with legislation that allowed the City to receive reimbursements from subvention claims for that same project.

In 2007, we were successful in securing $10 million for the City of Napa's flood control project through the State's budget process and are now assisting Napa in receiving its subvention claim reimbursements as well. We are currently working on legislation that would allow infrastructure finance districts and sustainable communities investment authorities to exist in previous redevelopment agency project areas.

We have also helped secure over $75 million for Highway 99 projects in Sutter County through advocacy with CalTrans and the California Transportation Commission, in addition to $23 million in early

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

In policy matters pertaining to energy, our firm has represented many publically owned utilities (POUs) through the Southern California Public Power Authority (SCPPA). The overarching goal of our work on behalf of SCPPA was to preserve the authority of locally elected boards to run their utilities in the best interests of their ratepayers. On SCPPA's behalf we worked with other public power interests to ensure that POUs were able to utilize the broadest range of renewable resources at the lowest cost for their customers. Through our efforts, POU's preserved the ability to utilize bio-methane as an acceptable source of renewable energy to meet their compliance obligation for California's Renewable Portfolio Standard (RPS). We have also lobbied against legislation that in any way extends the authority of the California Public Utilities Commission (CPUC) to cover POU's. Moreover, we have worked to prevent legislative incursions into local authority on fees and local taxes associated with providing municipal utility services.

Methodology

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

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

Lead Contact

DBHK Partner Amy Brown is the lead contact for this proposal. Please find her contact information below:

Email: abrown@lawpolicy.com
Cell: 916-601-7400
Office: 916-341-0808

Conclusion

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

Respectfully submitted,



Amy Brown, Partner
DiMare, Brown, Hicks & Kessler, LLC

B. Statement of Understanding and Approach

1. General Approach

Based on our review of the RFP provided and our own reconnaissance of the City's needs, it is our understanding that the City seeks to hire an advocate to address the below issue areas that have a direct correlation with state government. DBHK's general approach is to conduct a full day workshop with key City officials to drill down specific outcomes before hitting the ground running in Sacramento. We will then reach out to your legislators immediately to begin what we hope will be a strong working relationship; Assembly Member Jose Medina and Senator Richard Roth are both strong and tenacious legislators and represent the City well. We will make the connection between DBHK and the City as a united team.

We will then begin to formulate and monitor proposed legislation. Generally, we recommend a weekly conference call to start, and weekly legislative matrices which include updates and summaries on legislation and regulatory proposals in Sacramento. The DBHK team will act as your representatives by discussing your positions with legislators, staff, and regulatory officials. We will also participate in local government coalitions such as the League of California Cities, the State Association of Counties (when applicable) and other energy, water, law enforcement and pension coalitions. As we have experienced in our years as advocates, there is a force in numbers.

2. Understanding the City's Needs/ Scope of Work

a. Grant Opportunities

DBHK has a proven track record of securing contracts and grants with State and local agencies for our clients. Our strong ties to the Legislature, the Governor's Administration, State agencies and industry associations have strategically and successfully positioned us to assist our clients with large-scale public projects.

We will utilize a range of tactics on behalf of the City to pursue State grant opportunities. This will include monitoring State agencies and information sources to identify grant opportunities, conducting reconnaissance on the RFP processes for various grants, utilizing our connections to garner behind the scenes information on specific details regarding these projects' scopes, and initiating face-to-face meetings with appropriate departmental decision makers. We will also incorporate a thorough outreach program that builds strategic alliances to support grant proposals. This is an opportunity where Assembly Member Medina and Senator Roth can be of significant assistance by making certain requests on behalf of the City – a tactic used in our efforts with other local entities.

In 2009, we were successful in securing funds from the State Revolving Fund Grant for the City of St. Helena's flood control project. We also assisted with legislation that allowed the City to receive reimbursements from subvention claims for that same project. In 2007, we were successful in securing $10 million for the City of Napa's flood control project through the State's budget process and are now assisting Napa in receiving its subvention claim reimbursements as well. In both instances, then Senator Noreen Evans was helpful in championing these funds.

b. General Services

As the City of Riverside's full-service lobbying firm, DBHK would be prepared to meet the City's General Services needs, including the legislative representation services described herein, providing an office work space for City officials when they visit Sacramento for state business, preparing background advocacy materials as needed and requested, and being available to the City by phone and email for any general state advocacy inquiries within 24 hours. The DBHK team includes three administrative staff members who can help service these general needs under the contract. Additionally, DBHK's lobbying team will be available to attend coalition meetings in Sacramento, as well as City Council meetings in Riverside to make presentations upon request. Finally, DBHK will handle all of the City's political compliance needs in conformity with the Political Reform Act, including maintenance of the City's Lobbyist Employer registration and quarterly reports. DBHK contracts with a political law firm to handle compliance and bills our clients at cost for these services (typically $250 per quarter not including initial registration fees, necessary amendments, or legal research on compliance questions that may arise.)

c. Legislative Agenda (Platform):

Developing an airtight legislative process is the key to our collective successes. The DBHK team suggests meeting face-to-face on a quarterly basis before the City Council and appointed officials in an open setting where the general public can have access to the information we provide. We will also have standing weekly conference calls as well as a monitoring process on legislation.

We will testify in requisite policy committees, have discussions with legislators and their staff members and write and disseminate position documents on behalf of the City.

Based on our reconnaissance of the City's needs, we understand the City may be in need of representation in the following areas:

Transportation

The Legislature conducted a special session on California's transportation infrastructure needs. There are several bond proposals currently being vetted with guidance from the Business Transportation & Housing (BT&H) agency as well as key members of the Legislature.

This year, the Governor proposed that the Legislature enact permanent and have sustainable funding to maintain our roads and repair the state's critical transportation needs. After the budget discussion was conduced the Governor announced two "extraordinary" legislative sessions. Members of both houses agreed that both issues are very important.

Alongside the California State Association of Counties and the League of California Cities, and on behalf of our local government clients, we strongly supported SB 16 by Senator Jim Beall, which would provide much needed new revenues into the statewide transportation network to address maintenance backlogs on local streets and roads and state highways. The legislature agreed that the combination of ensuring transportation revenues funds and fee increases strikes the right policy and fiscal balance needed to address this challenge. This bill was extremely important for our local government clients because we understood that if regular maintenance is neglected, the costs of repairs increase exponentially. Considering that there are unmet needs of $79 billion on the local streets and roads system and $59 billion in deferred maintenance on the state highway system, there is no single solution to this problem. SB 16 would address the

backlog of maintenance needs and is estimated to generate between $1.33-$1.71 billion annually for cities.

Public Safety at the Local Level

There were several gun control/safety bills introduced this year, with many more anticipated during the next legislative cycle. In fact, DBHK closely followed several local agency gun safety bills through the legislative process on behalf of various clients. For example, AB 180 (Bonta, D – Oakland), provided an exemption for the City of Oakland to enact and enforce ordinances and regulations more restrictive than state law. Although the Governor vetoed the bill, it set the stage for local agencies to begin the discussion of stricter gun laws than current California law.

Local agencies are also working hard to implement the Governor's realignment plan for criminal justice. In 2011, the Governor shifted to counties the responsibility for monitoring, tracking, and incarcerating lower-level offenders previously bound for state prison – an estimated 35,000 prisoners. Even though counties are solely charged with the direct reallocation of these public safety functions, surrounding cities are feeling the impact as well. Funding is key to making the realignment plan work; the Governor has committed to increasing the revenue source to offset the costs of these new service requirements, but when crime rates increase and local law enforcement is at its maximum capacity, increased funding is the top priority and continues to be a battle in the State Legislature.

Another perennial challenge facing local agencies is fire protection and urban search and rescue needs. The number one challenge the City has in maintaining its marine safety program, fire-fighting and prevention services is finding a continual funding source. DBHK is committed to seeking state agency grant opportunities to shore up funding for these vital functions. We encourage the City of Riverside to be at the table during these and other important public safety conversations.

Additionally, the Legislature has been debating the need for body cameras on law enforcement personnel. We have been monitoring these proposals on behalf of our clients and are keenly aware of the implications for transparency, employee privacy and conflicts with the Meyers Milias Brown Act (MMBA). The efforts in 2015 were defeated due to significant opposition from various interest groups. However, 2016 will gear up to be a year of continued negotiations on the use of body cameras for local agency law enforcement.

Another significant issue in 2015 was the monitored use of drones in restricted areas. The Legislature passed several bills to restrict the use of drones in public locations such as schools, jails, and other local areas. The Governor vetoed those bills. However, a continued willingness to address the increased use of these aircraft devices remains to exist.

Housing & Economic Development

One of the key components of the Assembly Speaker's legislative priorities is to provide affordable housing. There are several pieces of proposed legislation that call for increased fees on real estate transactions to fund affordable housing efforts, as well as efforts to loosen the restrictions on utilizing infrastructure finance districts in the wake of the dissolution of redevelopment.

We will continue to be involved in the negotiations and passage of these vital local government tools.

There are also several regulatory agency grant opportunities for specific local government projects that we can identify for the City.

The Dissolution of Redevelopment ~ The Need for a New Paradigm

Despite the demonstrated success of redevelopment agencies in many areas of the state, the Legislature voted to eliminate redevelopment in 2011, and replace it with an alternative program to allow redevelopment to continue for jurisdictions making specified payments to the State. The legislation was challenged in the California Supreme Court in *CRA v. Matosantos*. Ultimately, the Court upheld the elimination of redevelopment ***and*** struck down the alternative program.

The *Matosantos* decision eliminated approximately 400 redevelopment agencies with the stroke of a pen, creating an unprecedented void in the structure of public finance in California's local communities. The concomitant shift in tax increment funds has posed a challenge for many cities such as Riverside.

This new environment will exert evolutionary pressure on every jurisdiction that formerly utilized redevelopment, putting those that cannot adapt at a competitive disadvantage to those that can. In order to continue making the types of investments that fueled its post-incorporation emergence, the DBHK team has been at the forefront of re-constituting economic development functions before the Legislature and Governor's office, working towards a new statewide program.

The Legislature is currently working with the Governor's office on several tax increment proposals in a post-redevelopment climate. The City must position itself at the table as these negotiations are taking place. DBHK will ensure your voice is heard and your position on issues considered.

Public Health & Safety

The DBHK team helped pass SB 277 (Pan) which eliminated the non-medical exemptions for vaccines on school aged children. We worked with health care groups, local governments and labor unions to secure the votes for this historical piece of legislation, which was signed by the Governor in September of this year. We will continue to find opportunities to protect the health and safety of the City's constituency by supporting legislation, identifying potential grant funding and meeting with appointed officials in various health care agencies.

Education – UC Riverside

As a firm that highly focus on education policy specifically on postsecondary, we keep a very close eye on legislation affecting students in the UC's, CSU's and Community Colleges in California. We track legislation that is heard in both Education committees. We also attend the State Board of Education hearings and work closely with our allies in the education arena.

Based on our work on behalf of the Bill and Melinda Gates Foundation and the College Board, we are keenly aware of the challenges facing our education system in California and are well versed on education policy affecting the UC systems. For the last year, our work with the College Board has been focused on college students' success rates, time to degree, financial aid, tuition, remedial courses and increasing underrepresented students in the UC system. We have also worked to increase our relationships with the members of the UC Regents and in addition we have helped foster our client's relationship with the Riverside County Office of Education. Because of our good relationships with different individuals in the education world, including the

Riverside County Office of Education, we believe we are well positioned to strengthen the connection between Sacramento and UC Riverside.

The Human Resources Side ~ Workers' Compensation, CalPERS Benefits, Health Care

Many public agencies face challenges with providing benefits to their workforce, especially when statewide legislation is ever-changing in these areas. DBHK will strictly monitor and take action as needed on legislation that has direct impact on the implementation of these benefits for the City's past, current and future employees.

Two policy areas where DBHK has extensive experience are workers' compensation and pension reform. At least one DBHK partner has been involved in every major workers' compensation reform and benefit increase effort since 2000. In each instance one of our partners has represented public and/or private sector employers in the discussions and negotiations on major workers' compensation bill packages. Only a few other lobbying firms have the familiarity that DBHK has with the burdens and challenges that the workers' compensation system can place on a city and other employers.

AB 340, which was signed into law last year, reformed defined benefits for most public employees in California. New members hired after January 1, 2013 receive a lower benefit formula, an older normal retirement age, and caps on their defined benefits. The cost savings of this reform act will not be realized for at least a decade or more when the workforce begins to age. Current employees and their employers are still receiving benefits that were on the books as of December 31, 2012. Public agencies are thus looking at ways to cut costs and budget for an inevitable increase in CalPERS rates in the coming years. The City needs to be aware of these changes prior to their implementation so you can have a productive dialogue with CalPERS Board members and staff.

Local agencies will be somewhat affected by the continued Affordable Care Act (ACA) implementation in California, but primarily by the IRS' reporting requirements of all employers, as well as determining if your part-time, temporary or seasonal workers will be included as part of the ACA. We are prepared to provide the City detailed information about timing, reporting requirements and determinations of ACA eligibility. Due to our representation of the California Association of Family Physicians, the Eye Physicians and Surgeons, and the California Podiatric Association, we are involved in these discussions before the California Health Benefits Exchange (Covered California).

Library Funding

DBHK is experienced in working with the California State Library to leverage opportunities for our clients. In particular, we worked closely with the State Library to help a leading telecommunications company launch a low-income broadband adoption program across the state. As essential points of community access to the internet, the State Library assisted in disseminating information about the program and eligibility requirements throughout its branches. Based on this project and the relationships we developed, we can assist the City in pursuing various opportunities, including competing for grants, with the State Library.

Energy

2015 was a banner legislative year in the area of energy with the passage of SB 350 (de León), legislation that will increase renewable energy generation to 50% and double statewide energy efficiency savings by 2030. In addition, Governor Jerry Brown has made climate change his top legacy issue as Governor with California positioned to lead the way in energy policy not just in the United States but worldwide. As the state continues with ambitious clean energy goals, it is important that local utility concerns are well understood and that lawmakers do not look for a "one size fits all approach." Publicly owned utilities and investor owned utilities have different needs with respect to long-term energy procurement, especially smaller POUs. In addition, legislators must be careful not to inject state agency control over municipal utilities that are governed at the local level. As your legislative representatives, DBHK will work closely with associations such as SCPPA and the California Municipal Utilities Association (CMUA) to ensure that Riverside Public Utility's interests are protected and that legislators are educated with respect to the innovative local energy and water policies that the City has pioneered.

d. Budget

Since the passage of Prop 1A, the local revenue protection act passed by the voters in 2004, many difficult budget discussions between state and local officials have significantly decreased. We are now in an era where state officials review funding opportunities for local government augmentations.

California's economic picture remains brighter than 2010 when the state had a $26.6 billion deficit. The Governor has also made it very clear during his budget negotiations that "it's not a time for exuberant overkill in our budget spending." In brief, the Governor's FY 2015-16 budget totals $164.7 billion, of which $113.3 billion is in General Fund spending, with $2.8 billion reserved for the "rainy day" reserve fund in accordance with recently approved Proposition 2. The budget continues many of the policies enacted with the FY 2014-15 budget including allocations of Cap-and-Trade auction funds. The Governor's summary highlights that spending cuts enacted in previous budgets along with the temporary tax increases through Prop. 30 are responsible for the balanced budget he put forward in January. The temporary taxes will begin to decline following the upcoming budget year with the entire policy set to expire in 2018.

e. Liaison/Relationships

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

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

In 2012, due to redistricting, 39 new members were sworn-in to the State Legislature. Coincidentally, these members can serve up 12 years in either house as the result of recent term limit reform. Relationship building with these legislators has been a central and ongoing

objective for our team thus creating an opportunity to develop legislative champions for the City's policy priorities over a longer timeframe.

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

With any group entering into the political arena of the California State Legislature, the first order of business is to know where to go, what to say, and how to say it. Based on the City's identified priority areas, our team recommends targeting specific legislators, legislative staff, and members of the Administration with whom to meet to discuss your strategic goals. These policymakers would be selected based on a number of factors, including whether they hold a leadership position or key committee chairmanship, their district profile, whether they are a member of the Riverside County delegation, and whether they hold a position at an agency or department that is critical to advancing policies in the City's priority areas.

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

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

f. Legislative Advocacy

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

If selected to represent the City, we would immediately begin working to identify strategies and proposals for the 2016 session that the City may have interest in sponsoring, co-sponsoring, supporting or opposing. Prior to directly discussing your legislative program in detail, we can only speak in generalities regarding the types of issues and input required from the City to properly pursue its state advocacy needs.

Before introduction of a bill or budget proposals, we will maintain contact with legislators, administration officials, governmental agencies, committee staff, local government partners, and others who are interested in topics of concern to the City in an effort to determine, as far in advance as possible, pertinent legislation which may be introduced. We will develop and implement a strategy with appropriate individuals to influence the content of potential legislation

prior to its introduction. Such a strategy may include forming a coalition of support with other interested parties and meeting with the potential sponsor to explain the logic of the client's position. In some cases, we will need rapid input from the City that will not afford long lead times or much advance notice.

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

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

Before a bill reaches the Governor, we will lobby the Governor's Office and relevant state agencies to support the City's position. (This is an ongoing process as the bill moves through the Legislature, which is given greater emphasis as the measure approaches the Governor's Desk.) At this juncture, it may also be important for City representatives and leaders to reach out to the Governor. We will orchestrate such efforts but need to know we can depend on action when it will be beneficial to the City's needs.

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

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

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

g. Communication

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

h. Reports

Our team will analyze, identify, recommend and monitor the actions of the Administration, Legislature and related State agencies for legislation and other regulatory proposals potentially affecting the City. We will then summarize those efforts in a written document for the Contract Administrator on a weekly basis.

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

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

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

i. Insurance

DBHK currently carries commercial liability insurance. If selected for the contract with the City of Riverside, DBHK will take steps to ensure our insurance coverage meets the limits required by the City and is consistently maintained for the duration of the contract. We will also ensure that certificates of coverage evidencing same are submitted to the City.

3. Key Staff

Amy Brown is a former lobbyist for the League of California Cities representing all 478 cities in the State before the Legislature. She now represents the firm's clients in areas such as transportation, flood control, healthcare, labor relations, tax, worker's compensation, public retirement, telecommunications, and public safety. She will act as the lead on behalf of the City.

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

Dominic DiMare, who is the past Chief Lobbyist and Vice President of Government Affairs for the California Chamber of Commerce, works primarily on general business policy, crisis

communications and public affairs. He has led several large coalitions comprised of diverse business interests that worked on a variety of issues including responses to the statewide energy crisis, outsourcing, taxation, workers' compensation, financial privacy and telecommunications.

Alice Kessler is an accomplished legislative strategist and attorney with a decade of experience in state and local government relations. Immediately prior to joining DBHK, Kessler held the position of Director of Government Affairs at Comcast Corporation where she had responsibility for all government affairs functions in the counties of San Francisco, Marin, Sonoma and Mendocino. This included transitioning local franchise agreements to a state franchising regime, working with corporate teams on infrastructure deployment projects, and engaging in permitting, compliance, plant extension and tax issues.

Jodi Hicks served as the Chief Lobbyist and Vice President of Government Relations for the California Medical Association (CMA) prior to joining DBHK. As the chief lobbyist at CMA, Hicks oversaw a team of five lobbyists. While at CMA, Hicks led her team in shaping healthcare policy in California, advocating for or against some 200 bills moving through the Legislature impacting physicians and their professional interests. Hicks has also held roles as the Legislative Director at the California chapter of the National Organization for Women and a legislative aide for a former Assembly Member.

Laura Parra has extensive experience with tracking and monitoring legislation of importance. She will oversee all legislative matrices and committee calendar reports to ensure the City has accurate and up-to-date information. She represents clients before the legislature on topics such as water, education and local government issues.

4. Fee Proposal for State Government Affairs and Lobby Services

We propose a yearly retainer of $70,000 based on the scope of services desired by the City. Reimbursement of expenses, including travel other incidental costs, subject to prior approval if in excess of one hundred dollars.

To ensure the City's satisfaction in our team's performance, we recommend a monthly evaluative process to start, where representatives from the City and our team's principals examine expectations and work product and make changes accordingly. As the work relationship evolves, we understand that monthly evaluations may not be necessary. However, touching base with one another on the scope of work on a regular basis is very important to our team.
We are prepared to begin immediately with face-to-face meetings with the City representatives, the Administration, Legislature and State agencies, and are hopeful that we can begin a long and successful working relationship with the City.

C. Company Information

DBHK Office Information:

DiMare, Brown, Hicks & Kessler
925 L Street, STE 850
Sacramento, CA 95814
Phone: 916-341-0808
Fax: 916-341-0848

DBHK personnel privileged to represent the City, and their roles, are indicated below. Resumes for the individuals listed below are attached to the end of this proposal. (Appendix A.)

Name	Title	Position	Mobile #:	Email:
Amy Brown	Partner	Lead	916-601-7400	abrown@lawpolicy.com
Dominic DiMare	Partner	Primary Support	916-801-8084	ddmare@lawpolicy.com
Alice Kessler	Partner	Primary Support	916-747-9453	akessler@lawpolicy.com
Jodi Hicks	Partner	Secondary Support	916-662-1725	jhicks@lawpolicy.com
Laura Parra	Legislative Advocate	Secondary Support	323-697-4300	lparra@lawpolicy.com

D. Qualifications and Experience

DBHK is a Sacramento-based lobbying firm providing services to public agencies and private sector clients. DBHK's highly effective political and technical capabilities are unmatched in California's legislative and administrative arenas. Partners Dominic DiMare, Amy Brown, Jodi Hicks and Alice Kessler have more than 80 years of combined experience working in and around government. Our team has held public government positions both for Democrats and Republicans, as well as private sector roles in governmental relations. DBHK provides an array of bipartisan government services to clients such as issue analysis, legislative advocacy, and regulatory/administrative actions.

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

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

As previously mentioned, we were also successful in helping pass legislation for the City of West Sacramento to ensure sales tax revenues were not shifted to neighboring jurisdictions in an effort to offer rebates. We also helped pass legislation that allowed more flexibility for the City to utilize Infrastructure Finance Districts. Assembly Speaker Toni Atkins was instrumental in championing the package of bills that were signed by the Governor.

On behalf of our health clients, the DBHK team helped pass SB 277 (Pan) which eliminated the non-medical exemptions for vaccines on school aged children. We worked with health care

groups, local governments and labor unions to secure the votes for this historical piece of legislation, which was signed by the Governor in September of this year.

E. References

The City of West Sacramento
Martin Tuttle, City Manager
Phone: 916-617-4500
Email: mtuttle@cityofwestsacramento.org

The DBHK team has represented the City of West Sacramento before the State Legislature and other regulatory agencies for six years. Recently, we sponsored legislation that would lift the ban on infrastructure finance districts (IFD) in previous redevelopment project areas. The legislation also included a process whereby the City can earmark the tax increment for an IFD through city council approval, subject to the Brown Act.

The County of Sutter
Larry Combs, past Chief Administrative Officer
Phone: 209-756-7501
Email: ca-ltcombs@att.net

The DBHK team represented Sutter County before the State Legislature and other regulatory agencies for six years. Our team was successful in acquiring $32 million in early implementation funding for levee improvements after Prop 1E was passed. We also worked with the California Transportation Commission and CalTrans in allocating $75 million for a bypass of highway 99 within the County's jurisdiction.

The City of Napa
Mike Parness, City Manager
Phone: 707-257-9501
Email: mparness@cityofnapa.org

The DBHK team has represented the City of Napa before the State Legislature and other regulatory agencies for eight years. We assisted with legislation that allowed the City to receive reimbursements from subvention claims for a flood control project. In 2007, we were successful in securing $10 million for the City of Napa's flood control project through the State's budget process and are now assisting Napa in receiving its subvention claim reimbursements as well.

The California Academy of Family Physicians (CAFP)
Susan Hogeland, Executive Director
Phone: 415-345-8667
Email: shogeland@familydocs.org

The DBHK team has represented the CAFP before the State Legislature and other regulatory agencies since the beginning of 2013-14 legislative session. Our successes have included being the lead lobbyist in the defeat of all 2013 legislation that would have expanded non-physician scopes of practice. We also defeated a bill that would have disrupted medical care by unduly giving the Medical Board of California the power to discipline a physician without a hearing or clear evidence.

Appendix A

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INNOVATIVE ADVOCACY. TRUSTED ADVICE.



Amy Brown, Partner

Legislative Advocate

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

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

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

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

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

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

Recognitions
Voted:
"Favorite Lobbyist to Work With"
Capitol Weekly Lobbyist Awards, Nov 2009

"One of the Most Influential People in CA". With a background in local government issues, Brown has become one of the Capitol's top voices on retirement and pension issues.
Capitol Weekly Top 100, April 2010; April 2014

Recognized:
"She's under 40, but she's a player when it comes to retirement in CA"
Capitol Weekly, April 2011

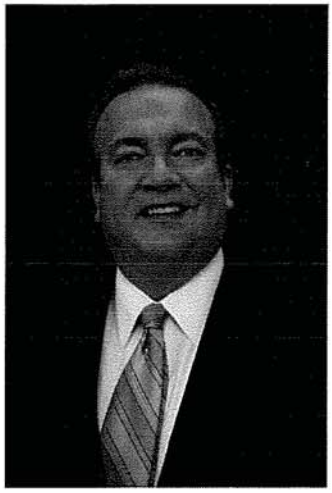
Alumnus:
Tough Mudder 2010 (Bear Valley)
Tough Mudder 2011 (Squaw Valley)
Tough Mudder 2012 (North Star)

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Dominic DiMare, Partner

Legislative Advocate

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

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

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

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

Education

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

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

Affiliations

CA Chamber of Commerce
Metro Chamber of Commerce
Institute of Government Advocates
Delta Elementary Charter School

Recognitions

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

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Alice Kessler, Partner

Legislative Advocate

Alice Kessler is an accomplished legislative strategist with more than a dozen years of experience in state and local government relations. Immediately prior to joining DBHK, Alice held the position of Director of Government Affairs at Comcast Corporation, where she led policy and community initiatives in the San Francisco and North Bay Area markets for the largest cable television and broadband provider in the United States.

From 2006-2010, Alice served as Government Affairs Director at Equality California (EQCA), where she oversaw all legislative, political and administrative advocacy for a $12M organization that has been a driving force behind some of the most comprehensive civil rights protections in the nation for lesbian, gay, bisexual and transgender (LGBT) individuals.

Alice has appeared extensively in print, broadcast and radio media, including: The Los Angeles Times, The San Francisco Chronicle, The Sacramento Bee, The San Diego Union Tribune, and KQED's Forum with Michael Krasny.

Alice's professional background includes legal and policy work for diverse organizations, including Disability Rights California, the University of California, and the San Francisco Board of Supervisors. A graduate of Dartmouth College and the University of California, Davis School of Law, she is licensed to practice law in California state and federal courts.

Alice currently serves on the Board of Directors of the Tides Advocacy Fund. She is a member of the 2011 class of Leadership San Francisco and the 2009 recipient of the Dartmouth College Gay, Lesbian, Bisexual and Transgender Alumni/ae Association's Vanguard Award, which recognizes individuals whose unique efforts lead the way in thought, awareness and visibility around issues of concern to the LGBT community.

Education

B.A. Dartmouth College

J.D. University of California, Davis

Affiliations

Board of Directors of Tides Advocacy Fund

Mentor, New Leaders Council Sacramento Chapter

Recognition

Graduate of the 2011 class of Leadership San Francisco

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Jodi Hicks, Partner

Legislative Advocate

Jodi Hicks is the former Vice President of Government Relations at the California Medical Association, a non-profit organization representing more than 35,000 members in all modes of practice and specialties. Jodi was the chief lobbyist at CMA overseeing a team of five exceptionally talented staff lobbyists. Together they effectively represented the association and its core beliefs in front of the California State Legislature. Jodi's remarkable ability to articulate her position on an issue has helped garner her reputation as a force to be reckoned with. In fact, this astuteness paved the way for her to be the first woman to hold the position of Vice President of Government Relations at CMA.

Before her tenure at CMA, Jodi Hicks served at the Legislative Director at the California chapter of the National Organization for Women. There she lobbied on behalf of women and girls in the state, ensuring their continued protection on issues ranging from fair pay to reproductive health. One of her most successful endeavors was helping to defeat the highly public and divisive Proposition 85 in 2006. Jodi increased CA NOW's presence at the Capitol in a way that was unparalleled before her arrival. The organization saw a marked increase in media attention that helped push their issues to the forefront.

The genesis of Jodi's political career began with her first job as a legislative aide. She was initially hired as a receptionist but was swiftly promoted to staff bills dealing with the protection of children from human trafficking and preventing children's access to violent video games.

In 2014, Jodi was named to CalNewsroom's list of the *Capitol's100 Best & Brightest*, an annual ranking of the most powerful players in California politics. She has also appeared twice on Capitol Weekly's "Top 100" List, with her most recently ranking at #19. Jodi serves on the Board of Directors for Planned Parenthood Mar Monte, the Legislative Committee for Women Empowered Against Violence (WEAVE) and participates in fundraising for a various charitable organizations in her community. Jodi resides in Sacramento, California with her three children and partner, political consultant Paul Mitchell.

Education

University of California, Davis

Affiliations

Planned Parenthood Mar Monte

Legislative Committee for Women Empowered Against Violence (WEAVE)

Recognitions

Received

2014 Pride award from the Sacramento LGBT Community Center

Recognized

Named to CalNewsroom's Complete List: The Capitol's 100 Best & Brightest

Named to Capitol Weekly's "Top 100", an annual ranking of the most powerful players in California politics. This is her second showing on the list, most recently ranking at #19.

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Laura Parra

Legislative Advocate

Laura Parra is a registered lobbyist for DiMare, Brown, Hicks & Kessler LLC and represents current clients in an array of subject areas such as water, education and local government issues.

Laura currently serves as co-chair for the California Latino Capitol Association Foundation, a Sacramento-based professional organization founded to bring California's legislative staff, legislative advocates, the Sacramento community, and other Latino professionals around the state together to promote the professional development of its members and to serve the community.

She was selected to join the 2013 cohort for the Hispanas Organized for Political Equality (HOPE) Leadership Institute. HOPE is the first and only statewide non-profit, non-partisan, organization committed to ensuring political and economic parity for Latinas through leadership, advocacy and education to benefit all communities and the status of women.

Laura is originally from the Los Angeles area and earned a Bachelor's Degree in Political Science from San Jose State University with a minor in Mexican American Studies. Prior to joining the lobbying sector, she worked as a Legislative Aide for then-Assemblymember Ricardo Lara and Assemblymember Hector De La Torre.

Education
B.A San Jose State University
Political Science & Mexican American Studies

Affiliations
Co-Chair & Lobbyist Liaison
California Latino Capitol Association Foundation

Hispanas Organized for Political Equality:
Planning Committee Member, Latina Action Day

Recognition
Graduate, Hispanas Organized for Political Equality (HOPE) Leadership Institute 2013 class

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Appendix B

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INNOVATIVE ADVOCACY. TRUSTED ADVICE.

Client List

911 Ambulance Provider's Medi-Cal Alliance

Autosock

Best Buy

Butte County

California Academy of Eye Physicians and Surgeons

California Academy of Family Physicians

California Independent System Operator

California Partnership To End Domestic Violence

California Podiatric Medical Association

California Retired County Employees Association

California School-Based Health Alliance

City of Greenfield

City of Napa

City of San Carlos

City of West Sacramento

Coalition of Ignition Interlock Manufacturers

College Board

Covanta

Equality California

Equinox Capital

Future is Now

Jobs for the Future

Kern County

Merced Irrigation District Water & Power

Northern California Water Association

Pechanga Band of Luiseno Indians

Pest Control Operators of California

Public Agency Retirement Services (PARS)

Safeway

San Joaquin River Exchange Contractors Water Authority

SELPA Administrators of California

Tobacco 21

TR Land Company

EXHIBIT "B"

COMPENSATION

Not to exceed Seventy Thousand Dollars ($70,000) per year for performing services in accordance with the Scope of Services. City shall pay Consultant on a monthly basis, the amount of Five Thousand Eight Hundred Thirty Three Dollars and Thirty Three Cents ($5,833.33) per month.

In addition, the City shall reimburse Consultant for reasonable travel, lodging and related expenses incurred on behalf of the City in performance of this Agreement, for a sum not to exceed Ten Thousand Dollars ($10,000) per year. Reimbursement of these expenses shall be subject to prior approval by the City if in excess of One Hundred Dollars ($100).

EXHIBIT "C"

KEY PERSONNEL

Amy Brown – Partner
Dominic DiMare – Partner
Alice Kessler – Partner
Jodi Hicks – Partner
Laura Parra – Legislative Advocate