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OFFICE OF THE
CITY MANAGER

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 109
915 I STREET
SACRAMENTO, CA
95814-2684

September 8, 1987

APPROVED
BY THE CITY COUNCIL

City Council
Sacramento, California

916-449-5704

OCT 13 1987

Honorable Members in Session:

OFFICE OF THE
CITY CLERK

AC 87090

SUBJECT: Legislative Advocacy Consultant Services Agreement

SUMMARY

The purpose of this report is to request City Council approval to execute a Consultant Services Agreement with Mr. Kenneth J. Emanuels.

Approval of the attached Resolution is recommended.

BACKGROUND

The City Manager's Preliminary 1987-88 operating Budget proposed a new City program of Legislative Advocacy. The City Manager made a formal presentation to the Council's Budget and Finance Committee and the program was approved. \$50,000 was included in the final Budget adopted by the full Council.

The City Manager was instructed to interview interested professional consultants and to make a recommendation to the Council. This interview selection process is now complete. After discussion with the City Attorney, the City Manager recommends retention of Mr. Kenneth J. Emanuels.

Mr. Emanuels' proposed contract is attached and would commence October 1, 1987, for a term of twelve months. The first year cost is \$50,000.

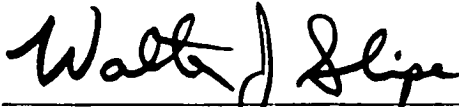
The contract could be renewed annually subject to approval by the City Council.

FINANCIAL INFORMATION

Total contract price is \$50,000 and said sum is included in the City Manager's Departmental budget for 1987-88.

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution authorizing the City Manager to execute an agreement with Mr. Kenneth J. Emanuels for consultant services.


Walter J. Slipe, City Manager

ATTACHMENTS

October 13, 1987

RESOLUTION NO. 87-853

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

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

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

The City Manager is hereby authorized to execute a
professional services agreement with Mr. Kenneth J.
Emanuel for legislative advocacy services from October
1, 1987 to September 30, 1988, in an amount not to
exceed \$50,000.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

OCT 13 1987

OFFICE OF THE
CITY CLERK

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of October 1, 1987, by and between the CITY OF SACRAMENTO, a municipal corporation ("City") and KENNETH J. EMANUELS ("Consultant"), who agree as follows:

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

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless pursuant to paragraph 1 above, City approves additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

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

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

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

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

7. It is understood by both parties that Mr. Kenneth J. Emanuels intends to initially retain a total of three clients, including the City of Sacramento. Before any additional clients retain or contract with Mr. Kenneth J. Emanuels, he agrees to advise the Sacramento City Manager of his intentions. Either party may then terminate this Agreement, if desired.

Executed as of the day first stated.

CITY OF SACRAMENTO
A Municipal Corporation

City: _____ (Title)

APPROVED AS TO FORM:

Consultant: _____ (Title)

ATTEST:

City Attorney

City Clerk

Attachments:

Exhibit A Exhibit C
Exhibit B Exhibit D

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY KENNETH J. EMANUELS

1. Representatives:

The City Representative for this Agreement is:

WALTER J. SLIPE

(Name)

CITY MANAGER

(Title)

(916)449-5704

(Telephone)

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

The Consultant Representative for this Agreement is:

KENNETH J. EMANUELS

(Name)

Legislative Advocate

(Title)

(916)442-0412

(Telephone)

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

CITY MANAGER'S OFFICE

915 "I" STREET, ROOM 109

SACRAMENTO, CA 95814

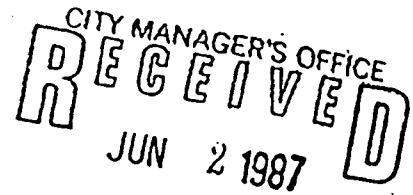
Attn: WALTER J. SLIPE

2. Services to be provided are specified below:

SEE ATTACHMENT 1

In addition, Consultant shall periodically, but not less than semiannually, provide the City with a report outlining specific consultant projects to be worked on for the City in the future and past accomplishments. Such report will be presented to City staff and to the appropriate City Council Committee (Law and Legislation at this time).

Kenneth J. Emanuels
1400 K Street, Suite 400
Sacramento, CA 95814
(916) 444-5790



June 1, 1987

Jack Crist, Assistant City Manager
City of Sacramento
915 I Street
Sacramento, CA 95814

Dear Jack:

It is a genuine pleasure to provide you with this informal proposal outlining the scope of services and activities that I am prepared to offer the City of Sacramento as your legislative advocate. This proposal envisions that my services will commence on October 1, 1987 and continue for the remainder of the 1987-88 Legislative Session, which will adjourn approximately September 30, 1988. As you know, in April I informed the Board of Directors of the League of California Cities that I will resign my position as Legislative Director on September 30, 1987 in order to establish my own lobbying firm. To date, I've secured a lobbying contract with the City of Oakland (beginning October 1) and an agreement with the League (also beginning October 1) to serve as a legislative consultant for one year.

PROPOSAL

I propose to carry out a wide range of lobbying activities on behalf of the City of Sacramento for the period of October 1, 1987 to September 30, 1988, which is the balance of the 1987-88 Legislative Session.

It is my experience from the past sixteen years that a successful legislative program requires both the development of sound policy objectives and a well-executed plan to achieve these goals. At the direction of the Mayor, City Council and the City Manager, I will work to develop a legislative program for the 1988 Session, meet the legislative needs of the city and coordinate with individual cities and the League of California Cities to ensure protection of the city's interests. This process will include spending as much time with the Mayor, City Council and city staff as necessary to receive policy direction and to maintain a productive working relationship.

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

1. Inform the City Manager of newly-introduced legislation and legislative amendments through a system of bill referrals sent to the city's department heads through the City Manager's office. This system will be tailored to fit the city's specific needs.

2. Act as an information source and advocate for the city covering the Legislature, state administrative agencies as requested by the City Manager, and state regulatory agencies as requested by the City Manager. This service shall include, but not be limited to: monitoring legislation which affects the city, advocating support, amendments, or opposition to legislation in accordance with the city's positions, advocating the city's interests to state administrative agencies, and advocating the city's interests in the state budget process. The city's "positions" and "interests" mean those positions and interests expressly stated by the City Manager or his designee or expressly stated in an official act of the Sacramento City Council.
3. Cause the introduction and advance the passage of a limited and mutually agreeable number of legislative bills sponsored by the city.
4. Arrange for representatives of the city to participate in the legislative process through testimony, meeting with legislators, and other necessary actions.
5. Advise the city on effective lobbying tactics.
6. Maintain regular liaison with the members of the city's legislative delegation.
7. Develop the support of legislators from various regions of the state to increase the city's influence on pending legislation.
8. Work with city staff to procure grants from state agencies.
9. Provide reports to the Mayor and City Council and city staff on legislative issues, administrative activities, and other activities undertaken on behalf of the city.

Because my advocacy firm is obviously not yet established, I cannot be certain of what the internal staffing arrangements will be. However, I alone will represent the city through regular contact with members of the Legislature and their staff.

EXPERIENCE AND QUALIFICATIONS

While you are fully aware of my experience and qualifications, let me comment on my background for the benefit of others. Since 1970, with the exception of a 14-month period in 1978 and 1979, I have been on the staff of the League of California Cities. For the first eight years I was a staff assistant and member of the League's lobbying team. I specialized in financial issues and environmental quality regulations. Since March of 1979, I have been the League's Legislative Director and chief lobbyist. In that position I have been responsible for the League's legislative program and the five-person lobbying team. I report to the Executive Director. As a private consultant in 1978-79, I was a senior member of the firm of Ralph Andersen and Associates specializing in municipal finance.

Page 3

Since I was appointed as the League's Legislative Director eight years ago, I have lobbied virtually every major piece of legislation affecting cities, either with direct and personal responsibility for the bill or as the supervisor of one of the League's legislative team members.

In addition to my responsibilities as the manager of the League's legislative program, I've also assigned myself a full load of approximately 250 bills each year. From 1972 until 1986, I was the League's specialist and primary lobbyist in municipal taxation and finance. Beginning in January 1987, I've taken on the responsibility for all transportation funding bills as well as all public works-related legislation. For the past eight years I have also personally lobbied all redevelopment and general government legislation. Because of the volume of bills affecting cities, League lobbyists are required to testify before legislative committees regularly. As a result, members of the Legislature's principal committees know me well.

As a member of the League lobbying team and as an individual, the California Journal has twice recognized me as an unusually effective lobbyist. In 1978, the California Journal rated the League staff as one of the top 15 lobbyists in Sacramento (we were tied for sixth). Again in 1986, in a California Journal article titled "Who's the Best" I was rated one of the four state and local government advocates who "topped the list as most effective."

REFERENCES

With respect to references, at one time or another I have dealt with virtually every member of the Legislature, except of course the 12 newly elected members. I would welcome your inquiries of any member of the Senate or Assembly regarding my professional reputation and credibility. By virtue of my long-standing representation of cities, I am best known by the members of the Local Government, Revenue and Taxation, Transportation and fiscal committees (Ways and Means and Appropriations) of each House.

FEE

As an independent contractor I propose to enter into a fixed-fee contract which includes all costs, except travel initiated at the request of the city. For the services outlined in this memorandum, I propose a fee of \$50,000 per year, payable in advance in monthly installments of \$4,166.66.

Sincerely,



Kenneth J. Emanuels

KJE/mba
kje601m1

LIST OF SOME STATE LEGISLATION WHERE A CITY
"ADVOCATE" WOULD BE OF ASSISTANCE

* AB 169 Local Agencies: Organization. This legislation could have a significant impact on what the City of Sacramento wants to do in the annexation area. Under this bill, an area planned for annexation would have to be substantially developed (infrastructure in place, etc.) before it could be annexed. This bill is sponsored by Assemblyman Hannigan.

* SB 1604 Sacramento Regional Flood Control and Drainage District Act. This bill could have far reaching consequences on issues such as local water resources allocation and management. This bill is sponsored by Senator Garamendi.

* AB 365 The bill affects our nuisance abatement efforts. It includes authorization for City or County to adopt or include in their own local ordinance the ability to recover costs of vehicle removal from last registered owner. This bill is sponsored by Assemblyman Cortese.

* AB 465 This bill deals with abandoned vehicles on highways. It also relates to our nuisance abatement efforts. The sponsors of this bill are Assemblymen Cortese and Hauser.

* SB 144 This bill will cover abatements from public and private properties. Overall, the bill looks good for code enforcement agencies to help recoup abatement costs. The bill is sponsored by Senator Ayala.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH KENNETH J. EMANUELS

FEE SCHEDULE / MANNER OF PAYMENT

- The term of this contract is twelve (12) months commencing October 1, 1987 and ending September 30, 1988.
- The City shall have the option to annually renew said contract with specific services and cost of such services to be renegotiated by the City Manager annually. Each annual contract renewal shall be subject to City Council approval if over \$20,000.
- The contract amount is \$50,000 per year, payable in monthly installments of \$4166.66 upon receipt of a monthly invoice from consultant.

Request for payment shall be sent to:

CITY OF SACRAMENTO

ACCOUNTING DIVISION

ROOM 12, CITY HALL

SACRAMENTO, CA 95814

Attn: _____

Ref: PN/JOB # _____

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH KENNETH J. EMANUELS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

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

EXHIBIT D

GENERAL PROVISIONS

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

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

3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

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

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

6. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

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

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

In the event City shall terminate this Agreement:

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

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

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

(1.) General Liability and Automobile Liability Coverages

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

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

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

(3.) All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Payment Withhold

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

October 23, 1987

Kenneth J. Emanuels
1400 "K" Street, Suite 400
Sacramento, CA 95814

Dear Mr. Emanuels:

On October 13, 1987, the Sacramento City Council adopted a Resolution No. 87-853 authorizing the execution of City Agreement #87090, Consultant and Professional Services Agreement.

Enclosed, for your records, is one fully certified copy of said agreement and authorizing resolution.

Sincerely,

LORRAINE MAGANA, CITY CLERK

ANNE MASON
Assistant City Clerk

AM/cc/11/25A ~~5/1~~ 25A

Enclosure

cc: City Manager
Risk Management