



AGENDA REPORT

Meeting Date: July 8, 2008
Item Number: F-9
To: Honorable Mayor & City Council
From: Cheryl Friedling, Deputy City Manager for Public Affairs
Subject: APPROVAL OF AN AGREEMENT WITH ROSE & KINDEL FOR
STATE LEGISLATIVE ADVOCACY SERVICES FOR FISCAL
YEAR 2008-2009
AND
APPROVE A PURCHASE ORDER IN THE AMOUNT OF
\$126,000 TO ROSE & KINDEL FOR THESE SERVICES
Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve the agreement with Rose & Kindel for state legislative advocacy services for fiscal year 2008-2009 and to approve a purchase order in the amount of \$126,000 to Rose & Kindel for these services.

INTRODUCTION

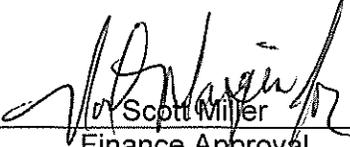
The City has contracted with Rose & Kindel for state legislative advocacy services since 2006-2007. The City is currently entering the third year of a three-year contract. The Council is required to approve this contract on an annual basis.

DISCUSSION

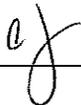
The City's legislative agenda in Sacramento has been promoted with professionalism and effectiveness by Rose & Kindel. In particular, the firm has done an outstanding job furthering key City legislative initiatives, and has been pivotal in securing \$500,000 in State Office of Homeland Security funding for the City.

FISCAL IMPACT

Funds of \$126,000 for these services are included in the FY 2008-09 budget in account 4800102-73122.



Scott Miller
Finance Approval

Cheryl Friedling 

Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND ROSE & KINDEL FOR STATE LEGISLATIVE
ADVOCACY SERVICES

NAME OF VENDOR: Rose & Kindel

RESPONSIBLE PRINCIPAL OF VENDOR: Kathleen Van Osten, Deputy Managing
Director

VENDOR'S ADDRESS: Capitol Place
915 "L" Street, Suite 1210
Sacramento, California 95814
Attention: Kathleen Van Osten,
Deputy Managing Director

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Cheryl Friedling,
Deputy City Manager of Public Affairs

COMMENCEMENT DATE: July 1, 2008

TERMINATION DATE: June 30, 2009

CONSIDERATION: Not to exceed \$126,000, more particularly
described in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND ROSE & KINDEL FOR STATE LEGISLATIVE
ADVOCACY SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Rose & Kindel (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services as described in Exhibit A to the full satisfaction of CITY, attached hereto and incorporated herein, to the full satisfaction of CITY.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. CONSULTANT: Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. As a material part of the consideration for the Agreement, CONSULTANT shall provide the services

of Cristina Rose, Kathleen Van Osten and Amy Blumberg. However, other personnel are authorized to perform work under this Agreement.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(c) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(e) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(f) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and

costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon thirty (30) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 18. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 19. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

EXECUTED the ____ day of _____, 200 __, at Beverly Hills, California.

“CITY”
CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

“CONSULTANT”: ROSE & KINDEL



CRISTINA ROSE
Senior Managing Director

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

CITY has an interest in being informed about legislative activities at the state level that may have an impact on the CITY, and its operations, planning and local governance. CITY would like to be notified of bills that have been introduced, be kept informed of their progress and be advised on certain measures, and potentially engage in the legislative process on specific bills that could impact CITY. Legislation of interest would include, but not be limited to, measures that may impact local control and planning, taxation, distribution of resources, land use, transportation and housing. Further, CITY would like to be informed of action on and potentially engage in specific items in the state budget process that may have a negative impact on CITY.

On behalf of the CITY, CONSULTANT agrees to provide the following state lobbying services at the request of the CITY:

- Assist in developing specific goals and objectives for the CITY's advocacy program and assist the CITY in identifying potential issues for inclusion in the CITY's legislative platform.
- Keep the CITY informed of emerging policy issues that may have significant impact on CITY operations and programs.
- Assist CITY in identifying policy priorities; formulate strategy to assist the CITY in its efforts to position itself with its legislative representatives, key decision-makers and leadership.
- Keep the CITY informed of legislative and administrative activity and recommended actions that could assist the CITY in reaching its goals.
- Monitor introduced and amended versions of pending legislation of interest to the CITY; provide CITY staff with language, amendments and committee analyses for relevant legislation; as the CITY determines impacts of specific legislation, assist the CITY in formulating appropriate messaging and communications, as necessary.
- Attend Legislative Caucus meetings of the League of California Cities.
- Maintain contact with top Administration officials, legislative leadership and the CITY's legislative representatives, and assist the CITY in communicating its positions and interests to appropriate public officials.
- Assist in drafting letters and other documents and ensure communications are delivered to appropriate public officials and staff.
- Monitor the state budget process relating to potential impacts on CITY revenues and programs and assist the CITY in developing appropriate communications to key decision-makers, as necessary.
- Provide a bi-monthly bill monitoring report and year-end legislative report for the Council.
- Attend statewide and other coalition meetings on legislation of concern.
- As appropriate or requested, attend informational policy hearings on issues of priority interest to the CITY, and report to CITY staff regarding highlights of the hearing.

- Schedule appointments with elected officials and appropriate appointed officials and staff, as necessary, and accompany CITY officials and staff to appointments as appropriate.
- Coordinate an annual Sacramento visit for members of the City Council and City Manager, including meetings with elected officials representing Beverly Hills, key legislative chairs and committee members, Administration officials and others, as appropriate.
- CONSULTANT shall, in addition, assist in coordinating the participation of the Mayor, City Council and other CITY representatives in meetings and special activities as requested by the CITY.
- Assist CITY officials and staff in the preparation of briefing materials prior to meetings with elected officials, Administration officials and their staff.
- Respond to inquiries from staff of public officials regarding the CITY's interests in specific legislation or regulation.
- Work with the CITY to identify potential bond or grant monies and assist in developing strategy to best position the CITY to receive those dollars. In the event the CITY desires to sponsor, co-sponsor, actively support or oppose legislation, the CONSULTANT will provide customary lobbying services with respect to CITY-sponsored or co-sponsored legislation, or measures with which the CITY chooses to take an active position. These services would include:
 - ▶ Providing general lobbying services with key legislators, staff, Administration officials and the Governor's office prior to committee hearings and other appropriate times in the legislative and regulatory process, and negotiate on behalf of the CITY as necessary.
 - ▶ Coordinate the introduction of and lobby for passage of sponsored legislation. This would include assisting the CITY in drafting legislation, identifying and securing authors and providing full lobbying support to the author's office.
 - ▶ Lobby the Administration and appropriate legislators to secure available grants for specific projects.
- Work with CITY staff, as appropriate, to prepare agenda items for City Council meetings.
- Biannually attend Council hearings to brief the Council on legislative activities at the state level. Services will be coordinated through regular communications between the CITY's assigned representative(s) and CONSULTANT's designated lead contacts.
- Services will be coordinated through regular communications between CITY's assigned representative(s) and CONSULTANT's designated lead contacts. CONSULTANT shall, in addition, maintain contact with and assist in coordinating the participation of the Mayor, City Council and other CITY representatives as requested by CITY.

EXHIBIT B-1

Schedule of Rates

The fee for services shall be Ten Thousand Dollars (\$10,000.00) per month. The first payment of Ten Thousand Dollars (\$10,000.00) shall be due upon execution of this Agreement by both parties.

In addition, CITY shall reimburse CONSULTANT for any reasonable and necessary expenses incurred in the performance of this Agreement for travel, telephone, fax, courier and postage, not to exceed \$500 per month. Expenses in excess of \$500 shall be subject to the prior written approval by CITY.

EXHIBIT B-2

Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C



CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.
B.
C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____

Authorized Insurance Representative

TITLE: _____

AGENCY: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96.