

**CONSULTANT AGREEMENT**

THIS AGREEMENT, entered into this 16 day of April, 2014, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and Akerman LLP, a Delaware partnership, with an office in Washington DC with an address at 750 Ninth Street NW, Suite 750 Washington D.C. 20001 (the "Consultant"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City; and

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and

D. City and Consultant desire to enter into an agreement for federal legislative advocacy upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on April 16, 2014 and continue through April 15, 2017 ("Initial Term"). This Agreement may be extended by action of the City Council for up to an additional three (3) years ("Extended Term") by written notification one hundred eighty (180) days prior to the expiration of the Initial Term. The Initial Term and any Extended Term are referred to as the "Term" of this Agreement. The Term of this Agreement may be earlier terminated before its expiration in accordance with Section 19.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference, including all incidental services customarily furnished in accordance with generally accepted practice ("the Services"). City retains the right to modify requested services at any time.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for the Services performed in accordance with this Agreement in an amount of \$7,500 per month during the Initial Term of this Agreement.

Payment under the Initial Term shall not exceed \$270,000. Payment shall be made on the fifth of each month by check drawn on the treasury of the City to be taken from the General Fund (2110-61060) and the FISC Lease Revenue Fund (256000-61060).

**4. SCHEDULE FOR PERFORMANCE:**

Time is of the essence regarding the performance of this Agreement. Consultant shall promptly commence performance of the Services upon execution of this Agreement, and shall diligently pursue performance of the Services until completion. Consultant shall perform the Services in strict accordance with the schedule attached hereto as Exhibit "B" (the "Schedule") and any updates to the Schedule approved by City. Consultant shall work such overtime or engage such personnel and equipment as necessary to maintain the Schedule without additional compensation unless the delay is caused by circumstances entirely outside of Consultant's control.

**5. STANDARDS OF CARE AND SAFETY REQUIREMENTS:**

A. Consultant agrees to perform all the Services in a manner at least equal to the prevailing standards of like professionals in the San Francisco Bay Area and agrees that the Services shall be performed by qualified and experienced personnel who are not employed by the City and have no contractual relationship with City.

B. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of the Services under this Agreement.

C. The Services performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. City reserves the right to issue restraints or cease and desist orders to Consultant when unsafe or harmful acts or conditions are observed or documented relative to the performance of the Services.

D. Consultant shall maintain the work sites free of hazards to persons and/or property resulting from his or her operations. Any hazardous condition noted by Consultant, which is not a result of his or her operations, shall immediately be documented to City.

**6. INDEPENDENT PARTIES:**

City and Consultant intend that the Consultant's status under this Agreement is that of an independent contractor as defined in Labor Code Section 3353. The manner and means of conducting the Services are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

Consultant certifies and agrees that he/she will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this paragraph.

Consultant certifies and agrees that he/she will deal with his/her subconsultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Consultant shall allow duly authorized county, state and federal representatives access to his/her employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Consultant shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state and federal anti-discrimination laws shall constitute a finding by City that Consultant has violated the anti-discrimination provisions of this Agreement.

The parties agree that in the event Consultant violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Consultant hereby agrees that he/she will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Consultant receiving Federal Financial Assistance. In addition, Consultant shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Consultant's attention is directed to laws, including but not limited to:

**A. CIVIL RIGHTS/EQUAL OPPORTUNITY**

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation

Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

**B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES**

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 CFR 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Consultant shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 CFR 8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 CFR 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

This Agreement is subject to 24 CFR 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

**9. LOCAL HIRE REQUIREMENTS:**

Consultant acknowledges the City's local preference policies set forth in Alameda Municipal Code Sections 2-62.1-.6 (extending City contract award preferences to local businesses with fixed addresses in the City), and will comply with any local hiring requirements set forth by the funding source of the contract and/or all applicable law.

**10. HOLD HARMLESS:**

A. Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including

reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's performance of Services, whether alleged or actual. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

B. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section 10.

C. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations described in this Section 10, which shall apply whether or not such insurance policies are applicable to a claim or damages.

## 11. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 11 A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "~~Should any of the above insurance covered by this~~ certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

### A. COVERAGE:

Consultant shall maintain the following insurance coverage:

(1) Workers' Compensation and Employers' Liability: Statutory coverage as required by the State of California.

(2) General Liability: Commercial general liability coverage in the following minimum limits:

Bodily Injury:           \$1,000,000 each occurrence  
                                  \$2,000,000 aggregate

Property Damage:       \$1,000,000 each occurrence  
                                  \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive**: Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$1,000,000 each occurrence

(4) **Professional Liability**: Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER**: Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of itself and any insurer providing comprehensive general and automotive liability insurance to Consultant with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE**: If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED**: City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured by endorsement under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE**: The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

12. **CONFLICT OF INTEREST**:

Consultant warrants that it is not a conflict of interest for Consultant to perform the Services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain

governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**13. PROHIBITION AGAINST TRANSFERS:**

A. Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

B. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**14. SUBCONSULTANT APPROVAL:**

A. Unless prior written consent from City is obtained, only those people and subconsultants whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

B. In the event that Consultant employs subconsultants, such subconsultants shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**15. PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of Services hereunder.

**16. OWNERSHIP OF DOCUMENTS:**

A. Each and every Document, draft, work product, map, record and other document, hereinafter collectively referred to as "Document," reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Document required by this Agreement and shall execute appropriate documents to assign to City the copyright to Documents created

pursuant to this Agreement. Any Document, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. City's ownership interest in the Documents includes the following single, exclusive license from Consultant for the Project: Consultant, for itself, its employees, heirs, successors and assigns, hereby grants (and if any subsequent grant is necessary, agrees to grant) to City an irrevocable, perpetual, royalty-free, fully paid-up, sole and exclusive license and right to use and exercise any and all of the copyrights or other intellectual property rights that Consultant may author or create, alone or jointly with others, in or with respect to the Documents, including without limitation all drawings, designs and graphic representations. City's license shall include the right to sublicense, shall be for all purposes with respect to each right of copyright, and shall be without restriction.

C. All Documents prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) ~~Subsequent additions to the original project; and/or~~
- (4) Other City projects as appropriate.

D. Consultant shall, at such time and in such form as City may require, furnish Documents concerning the status of services required under this Agreement.

E. All Documents required to be provided by this Agreement shall be printed on recycled paper. All Documents shall be copied on both sides of the paper except for one original, which shall be single sided.

F. All Documents, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

## 17. **RECORDS:**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

B. Consultant shall maintain adequate records of the Services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same,

and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

C. If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

D. Pursuant to California Government Code Section 8546.7, the parties to this Agreement shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administering the Agreement.

**18. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda  
2263 Santa Clara Avenue  
Alameda CA 94501  
Attention: Alexander Nguyen, Assistant City Manager

cc: City Attorney's Office

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Akerman LLC  
750 Ninth Street NW Suite 750  
Washington DC 20001  
Attention: Richard Spees

The parties must designate, in writing, any change in the individual to who notice is to be addressed. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

**19. SUSPENSION AND TERMINATION:**

A. If Consultant at any time refuses or neglects to prosecute its Services in a timely fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without City's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently prosecute its services, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default.

B. If Consultant fails to cure the default within seven (7) days after written notice thereof, City may, at its sole option, take possession of any Documents (as defined in Section 16) or other materials (in paper and electronic form) prepared or used by Consultant in connection with the Project and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with this Agreement.

C. In the event City elects to terminate, City shall have the right to immediate possession of all Documents and work in progress prepared by Consultant, whether located at the Project, at Consultant's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Services and provide the materials therefor.

D. In addition to the City's ability to terminate this Agreement in accordance with Paragraphs B, C and D of this Section 19, the City has the absolute right to terminate this Agreement without cause upon thirty (30) days advance written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to the pro-rata share of the monthly amount up to the termination date.

E. If this Agreement is terminated by the City for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination without cause and Consultant shall be entitled to receive only the amount payable hereunder determined as if the thirty (30) day advance written notice was delivered on the date the default was delivered.

**20. COMPLIANCE WITH LAW:**

Consultant shall comply with all state or federal laws and regulations as well as all ordinances, rules and regulations enacted or issued by City (collectively, "Applicable Laws").

**21. CONFLICT OF LAW:**

A. This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

B. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**22. ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

This Agreement, including exhibits, represents the full and complete understanding of every kind or nature whatsoever between the parties hereto with regard to the Services, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

TABLE OF EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Approach to Assignment

**25. INSERTED PROVISIONS:**

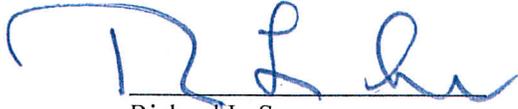
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

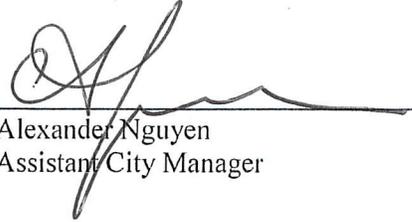
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Akerman LLP  
A Limited Liability Corporation



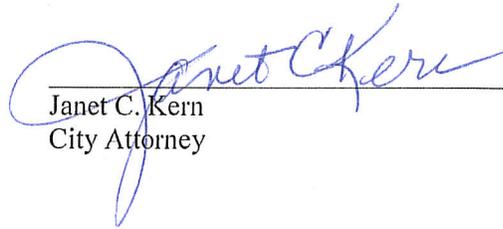
Richard L. Spees  
Chair  
Government Affairs  
& Public Policy Practice Group

CITY OF ALAMEDA  
A Municipal Corporation



Alexander Nguyen  
Assistant City Manager

APPROVED AS TO FORM:



Janet C. Kern  
City Attorney

**Scope of Services  
Akerman LLC**

**FEDERAL LEGISLATIVE ADVOCACY TEAM:**

Richard Spees, Office Managing Shareholder, Chair, Government Affairs & Public Policy Practice Group

Jane Greaves Sargent, Of Counsel

Jeanne L Morin, Public Policy Advisor

Joseph T Findaro Jr., Of Counsel

Nicholas A. Falvo, Legislative Counsel

**FEDERAL LEGISLATIVE ADVOCACY ISSUES**

Assist the City of Alameda in advocating for the following legislative issues:

1. Continue work with the US Navy to complete conveyance and federal environmental clean-up;
2. Seek federal transportation funds with special emphasis on greenhouse gas mitigation;
3. Work with Army Corps of Engineers on shoreline stabilization and seek funds for implementation;
4. Seek sea-level rise and flood protection funds;
5. Establish National Wildlife Refuge at Alameda Point;
6. Seek Public Safety funds;
7. Seek funding for walking trails and bike trails;
8. Work to maintain US "Ready Reserve" fleet (MARAD) at Alameda point; and
9. Seek housing funds

**Compensation for Services and Term**

City shall pay Consultant an annual retainer fee of \$90,000.00 to be paid on a monthly basis. The yearly retainer fee includes all out of pocket costs, including travel and miscellaneous expenses.

Consultant will submit invoices monthly for \$7,500. Payment shall be made by a check drawn on the treasury of the City.

The term of the agreement is from April 16, 2014 through April 15, 2017. Payment under this contract shall not exceed \$270,000.00.

## **Approach to Assignment Akerman LLC**

At Akerman, we approach each policy project as the formation of a partnership between our professionals and the client. We believe we are most effective representing clients when each partner brings its strengths together to develop a strategic plan and pursue a comprehensive legislative agenda. We would integrate City officials and other relevant staff into the lobbying effort to maximize Alameda's strong relationships and develop new ones with Congress and the Executive Branch to accomplish your goals.

We believe that communication is key to successful advocacy. We will maintain regular contact with the City via email, telephone, text, and in-person meetings. We will visit the City as needed and at least once a year for meetings with all the key City professionals. We communicate closely with all of our clients in the development of a strategic plan and as an annual legislative agenda is pursued throughout the year. A contact list of the team will be provided to the City to allow for full communications capability with the team at all times. This is particularly important when Congress is in session. We will respond promptly to all requests from the City for information and provide timely updates on our activities and any developments on your issues. We have represented California-based clients for several years and understand the need to be responsive regardless of the time change.

We recognize that an important part of our task will be to help further develop Alameda's strong relationships with decision makers in Washington, DC -- relationships that will enhance the City's ability to achieve its federal legislative agenda. This will be accomplished by regularly scheduling and staffing meetings with Senators, U.S. Representatives, staff and agency officials on behalf of City officials and key staff. In addition to Congressional and agency meetings, we would also support and encourage City officials to make trips to Washington to advance its interests in hearings before House and Senate Committees, legislative conferences, association meetings, and other settings.

Akerman is capable of accomplishing the scope of services identified in the RFP, and more. Our approach to achieving the City's legislative agenda includes:

***Set an Agenda*** – As soon as we are retained, our team would like to meet with the City so we can better understand all of the issues and challenges impacting you and develop a comprehensive plan. Understanding the priority list from City and governmental relations staff would be key to better understanding the unique issues you are grappling with. We would work with the City to propose potentially new solutions to the City's issues and suggest new opportunities. We would set clear goals and produce a concrete action plan and timeline. That action would have three primary parts:

- ***Appropriations*** – Akerman has helped our clients secure over \$900 million in federal appropriations, including funding for public entities. We would begin by reviewing the City's priorities, including capital projects, programmatic requests, report language, and identifying the potential opportunities. We will work with the City to advocate for your priorities through the FY2015 budget process, including contacting relevant federal agencies, working with the City's Congressional delegation, including Appropriations Committee members Senator Dianne Feinstein and Barbara Lee, and Environment and Public Works Chairwoman Barbara Boxer, as well as the relevant Congressional Committees, including the

House and Senate Appropriations Committees, as well as the defense and transportation authorizing committees.

- **Authorizing Legislation** – Congress has a full agenda of authorizing or non-appropriations legislation that is of critical interest to the City. Over the next year, this will include the surface transportation reauthorization bill as well as tax reform that could impact municipal and private activity bonds. Congressional Committees, including the House Transportation and Infrastructure Committee, Senate Commerce, Science and Transportation Committee, Senate Environment and Public Works, Senate Finance Committee, and House Ways and Means Committee, will be engaged on these issues. We will work with the City to keep you informed of legislative developments and their potential impact on your operations and advocate for your interests as these bills, and others, are developed.
- **Agency Contacts** – The City, like other local governments, is particularly impacted by the federal government's actions and must develop working relationships with various federal agencies to accomplish its agenda. We will help to enhance and maintain ties between the City and key officials at federal agencies including the Department of Transportation, Army Corps of Engineers, Department of Housing and Urban Affairs, Department of Interior, Department of Commerce, Department of Justice, Department of Defense, and other relevant agencies to help achieve your objectives. This would include advocating for or against proposed agency actions as well as discussing available funding opportunities. We would identify discretionary grants to pursue and gain Congressional support for your grant applications. For instance, the FY2014 Omnibus Appropriations Act included \$600 million for another round of TIGER grants. Akerman is well versed in the application process. Our clients have received TIGER awards totaling more than \$45 million for a wide variety of transportation projects. While these grants are competitive, we believe they are a worthwhile effort.

**Building Our Case** – We will work with the City to package your message so that it will have the maximum impact on Capitol Hill and in Washington. We will work with you to ensure the merits of your projects and priorities are clear and presented in the language that Congressional offices and agency officials will most appreciate. We have substantial experience in preparing every variation on advocacy materials to make the best case for the policy goals of our clients. From testimony for our clients to position papers, from proposed legislative language to appropriations forms, our team will take the lead in preparing the critical documents that make the case for the City's federal agenda.

**Pursue Alameda's Legislative Agenda** – Once we have set an action plan and documented our case, we will move quickly to press Congress, line up supporters, build alliances, and arm our friends. We will work with the Bay Area delegation, key committees and Congressional leadership to advance the City's interests. We will establish regular lines of communication and coordination between ourselves, the City and our Congressional allies. We will track legislative developments and get the City the information you need on a timely basis to get the most out of Washington. This will include regular conference calls with the City's staff, detailed reports on our progress, and updates on the latest developments.

**Track Key Issues:** We regularly monitor regulatory proposals and pending legislation – including appropriations and authorizing bills – that impact our public entity clients. We work closely with key committee staffers and members, trade and professional associations and subscribe to a full range of policy tracking services that when combined, allow us to stay one step ahead of the major issues that affect our clients. We use our expertise to evaluate the latest information and immediately relay critical news and updates so that our clients can move quickly to take advantage of every funding and policy opportunity in the federal government. We prepare a communication plan with each client to meet their needs, including regular conference calls, monthly comprehensive reports, emergency client alerts and broad policy reports and analysis. Furthermore, we have represented California-based clients for several years and understand the need to be responsive regardless of the time change.

**Daily Policy Guidance:** Every day that we work for the City, our team will be ready to report on the latest developments in Washington, D.C. Our team has decades of lobbying experience and a substantial knowledge of the legislative process, including drafting and delivering legislation, resolutions and amendments, as well as coordinating these activities with bill sponsors. Our team includes attorneys and public policy advisors who have worked in Congress as counsel and senior staff to Senators, Representatives, Congressional Committees, and federal agencies, including the Department of Interior. We will regularly advise the City on federal policy strategies and provide concise and effective reports that lay out the policy options for the City.

**Aggressive Advocates:** Our team has substantial experience advocating client positions to the Congress and the Executive Branch. When legislation is considered that may impact our clients, we meet with the delegation and committee staff to vigorously advocate for the client's interests. By providing information to decision makers in a timely manner, we ensure that the client's views are considered before legislation is passed. In addition, part of such experience and representation includes advocating to other lobbyists, elected officials, and numerous interested organizations, including trade associations.

**Strategic Plans and Relationships:** Strategic planning includes setting an agenda that translates a policy vision into concrete goals that lead to obtaining appropriations funding, directed spending from authorizing legislation, grants from key agencies, and favorable federal policy decisions from every level of the federal government from the White House to an agency's regional office. We begin every project by working with our new client to set a clear agenda that builds on our experience and relationships in Washington and also our client's. We have established ties with the Obama Administration, the bipartisan Congressional leadership, and the California delegation.

**Alameda's Washington, DC Office:** Akerman offers a full-service office in Washington, D.C., that is available to our clients. In addition to office space, services and support to suit our clients' needs, we are also able to provide computers and telephones to our clients while in Washington for meetings or conferences. We believe it is essential for clients to establish and maintain strong contacts with their delegation. Our experience has taught us that effective Washington representation involves our clients meeting directly with their elected representatives. We typically arrange for our clients to meet with their delegation at least two times per year and arrange access to key decision makers inside the relevant federal agencies.