

RECEIVED

CITY OF ALAMEDA
CITY MANAGER'S OFFICE

April 6, 2015

Don R. Perata
Policy Director
916.594.9717 tel
916.594.9701 fax
dperata@bhfs.com

VIA US MAIL

City of Alameda
Attn: Alex Nguyen, Assistant City Manager
2263 Santa Clara Avenue
Alameda, CA 94501

RE: Don R. Perata Joins Brownstein Hyatt Farber Schreck, LLP - Amendment to Retainer Agreement

Dear Mr. Nguyen:

Please be advised that the undersigned, Don R. Perata ("Perata"), has joined the law firm of Brownstein Hyatt Farber Schreck, LLP ("Brownstein") as a Policy Director as of April 1, 2015. The purpose of this letter is to supplement and amend that certain Retainer Agreement with Perata LLC (the "Retainer Agreement"), entered into by Perata LLC and the City of Alameda (the "Client"), to reflect Perata's employment by Brownstein, as required by the California Rules of Professional Conduct and the California Business and Professional Code.

Upon execution of this letter by all parties to the Retainer Agreement, effective as of April 1, 2015, the Retainer Agreement shall be amended by replacing all references therein to Perata and Perata, LLC with references to Brownstein. The undersigned confirms, on behalf of Brownstein, that he will be responsible for and will supervise the services provided by Brownstein pursuant to the Retainer Agreement, as further amended hereby.

All other provisions, terms and conditions of and set forth in the Retainer Agreement will remain in full force and effect without amendment or change.

This letter may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original hereof, and all of which together shall constitute one and the same instrument. Delivery of fully executed copies hereof by facsimile or electronic transmission shall be effective as delivery of manually executed counterparts hereof. The Retainer Agreement, as amended by this letter, shall be binding on Brownstein and the Client when this letter has been signed by them, in counterparts or otherwise.

If you have any questions, please contact the undersigned at your earliest convenience. If the Client requires advice about the decision to engage Brownstein, they should confer with independent counsel before signing this letter. We cannot give the Client advice about that decision.

By signing below, the Client confirms that the Client had read and understood the two (2) pages of this letter amending the Retainer Agreement and the Client agrees to retain the Brownstein, on the terms and conditions set forth in the Retainer Agreement, as further amended hereby.

1415 L Street, Suite 800
Sacramento, CA 95814-3964
main 916.594.9700

We thank you for the opportunity to represent the Client and look forward to the continuation of a long and productive relationship with you.

Sincerely,



Don R. Perata

DRP:amm

cc: Ellen Schulhofer, Esq., Co-Managing Partner

AGREED TO AND ACCEPTED EFFECTIVE AS OF APRIL 1, 2015:

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By:



Don R. Perata

CLIENT:

CITY OF ALAMEDA

By:



Alex Nguyen
Assistant City Manager

Client#: 32793

BROWHYA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver, CO 80202 303-534-4567	CONTACT NAME: PHONE (A/C, No, Ext): 303-534-4567 FAX (A/C, No): 303-534-0600 E-MAIL ADDRESS: denaccounttechs@imacorp.com														
INSURED Brownstein Hyatt Farber Schreck, LLP 410 17th Street, Suite 2200 Denver, CO 80202	<table border="1"> <tr> <th data-bbox="803 451 1404 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1404 451 1546 483">NAIC #</th> </tr> <tr> <td data-bbox="803 483 1404 514">INSURER A: Charter Oak Fire Ins Co.(*)</td> <td data-bbox="1404 483 1546 514">25615</td> </tr> <tr> <td data-bbox="803 514 1404 546">INSURER B:</td> <td data-bbox="1404 514 1546 546"></td> </tr> <tr> <td data-bbox="803 546 1404 577">INSURER C:</td> <td data-bbox="1404 546 1546 577"></td> </tr> <tr> <td data-bbox="803 577 1404 609">INSURER D:</td> <td data-bbox="1404 577 1546 609"></td> </tr> <tr> <td data-bbox="803 609 1404 640">INSURER E:</td> <td data-bbox="1404 609 1546 640"></td> </tr> <tr> <td data-bbox="803 640 1404 663">INSURER F: *Travelers Insurance Co.</td> <td data-bbox="1404 640 1546 663"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Ins Co.(*)	25615	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F: *Travelers Insurance Co.	
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INSURER F: *Travelers Insurance Co.															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2015-5-29

CITY OF ALAMEDA
CITY MANAGER'S OFFICE

CERTIFICATE HOLDER

CANCELLATION

Liz Warmerdam & Amy Wooldridge
City Manager's Office
2263 Santa Clara Ave, Suite 320
Alameda, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LMA

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CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 4th day of December, 2014, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and Perata Consulting, LLC, whose address is 61 Moraga Way, Suite 4, Orinda, CA 94563 (hereinafter referred to as "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 state and regional 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 December, 4 2014 and continue through December 3, 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 Three-year 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 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: Statutory coverage as required by the State of California.

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

Bodily Injury:	\$500,000 each occurrence
	\$1,000,000 aggregate

Property Damage:	\$100,000 each occurrence
	\$250,000 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: \$500,000 each occurrence

Property Damage: \$100,000 each occurrence

or

Combined Single Limit: \$500,000 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:

During the term of this Agreement, Consultant shall not accept any employment or engage in any consulting work which creates a conflict of interest with City or in any way compromises the services to be performed under this Agreement unless first authorized in writing by the City. Consultant shall immediately notify City if, at any time during the performance of this contract, Consultant becomes aware of any actual or potential conflicts of interest with City.

It is anticipated that the Consultant may provide consulting services to other clients during the term of this Agreement. Consultant agrees not to represent any other client before the City, the City Council, or any City Board or Commission. Consultant shall not conduct business for third parties which may be in conflict with Consultant's responsibilities under this Agreement. Consultant may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement.

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:

Don Perata
Perata Consulting, LLC
61 Moraga Way, Suite 4
Orinda, CA 94563
510/925-254-3913
peratadon@gmail.com

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 A, B, and C 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
-----------	-------------------

25. INSERTED PROVISIONS:

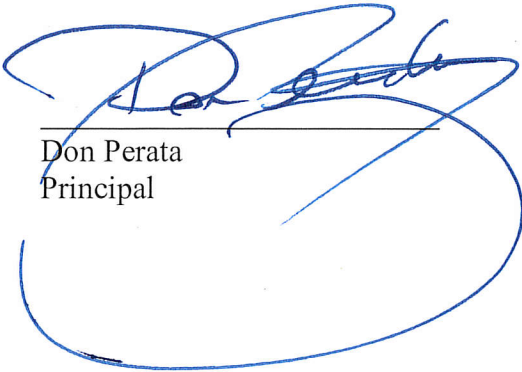
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement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

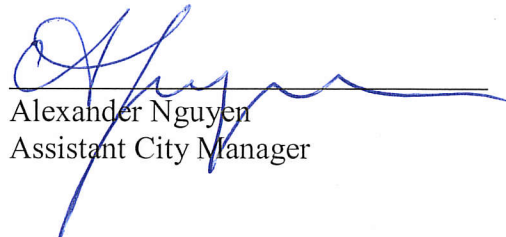
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Perata Consulting, LLC
A Limited Liability Corporation



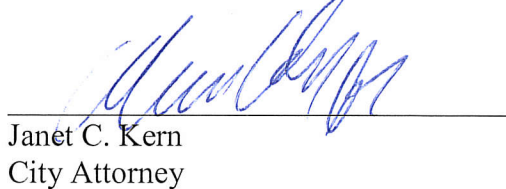
Don Perata
Principal

CITY OF ALAMEDA
A Municipal Corporation



Alexander Nguyen
Assistant City Manager

APPROVED AS TO FORM:



Janet C. Kern
City Attorney

**Scope of Services
Perata Consulting, LLC**

PROJECT MANAGER:

Don Perata, President

2015 CALIFORNIA AND REGIONAL LEGISLATIVE ADVOCACY ISSUES

Assist the City of Alameda in advocating for issues in 2015, including:

1. Improvements to and expansion of Bay Area wide water transit with an emphasis on ferry service in Alameda.
2. Advancing the Broadway/Jackson traffic improvements.
3. Seek Emergency funds to develop tsunami preparedness plan.
4. Seek State Cap & Trade Funding for infrastructure improvements.
5. Seek County transportation funding.
6. Advocate for Certified Unified Program Agency status for local hazmat inspections.

The annual advocacy agendas for 2016 and 2017 will be issued by the City in December 2015 and December 2016.

COMPENSATION FOR SERVICES AND TERM

City shall pay Consultant up to \$90,000 per year for three years for services rendered, not to exceed \$270,000. 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 December 4, 2014 through December 3, 2017.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm  Larry Bolton 2437 Santa Clara Ave Alameda, CA 94501	CONTACT NAME: PHONE (A/C, No. Ext): 510-521-4272 FAX (A/C, No.): 510-521-9180 E-MAIL ADDRESS:													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td>INSURER B: State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company	25143	INSURER B: State Farm Mutual Automobile Insurance Company	25178	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED PERATA CONSULTING LLC 61 MORAGA WAY STE 4 ORINDA, CA 94563														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	Y	Y	97-BS-Z070-2	11/20/2014	11/20/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	101 7052-F01-05 2013 Ford Edge VIN: 2FMDK4KCXDBA59325	11/20/2014	05/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CITY OF ALAMEDA Risk Management			EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Lucretia Akil, City Risk Manager	11-25-14		PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cancellation Notice: It is agreed that it is the intention of the Company to provide 30 days' written notice prior to the cancellation of the policy designated in this certificate and a 10 day notice of cancellation for non payment of premium. However, the Company assumes no liability for failure to do so.

CERTIFICATE HOLDER

Additional Insured:
City of Alameda
2263 Santa Clara Ave Suite 320
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Date: May 30, 2014

RE: Coverage Binder for: DON RICHARD PERATA; DBA: PERATA CONSULTING, LLC
Binder Expires: When policy is issued
Risk Id No.: 3976314

Message: This is to confirm that **MARKEL AMERICAN INSURANCE COMPANY** is binding coverage as follows:

Named Insured: DON RICHARD PERATA; DBA: PERATA CONSULTING, LLC
61 MORAGA WAY STE 4
Orinda, CA 94563

Policy Form: MST 0001 03 08 - Service and Technical Professions Professional Liability Insurance Policy

Policy No.: MG-840469

Policy Period: June 6, 2014 to June 6, 2015 ✓

Limits: \$1,000,000 / \$1,000,000 ✓

Deductible: \$2,500

Annual Premium: \$4,121.00 (does not include applicable state taxes, fees or surcharges)

Retroactive Date or Prior Acts Exclusion date if applicable: June 6, 2013

Professional Services if applicable: Legislative and Administrative Consulting and Lobbyist Services

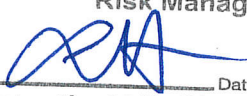
Endorsements:

1. MEIL 5200-25% 07 04 Minimum Earned Premium Endorsement
2. MEIL 5409 09 10 Nuclear Energy Liability Exclusion Endorsement (Broad Form)
3. MST 1400 10 10 California Amendatory Endorsement

Issuing Certificates of Insurance: Please note that any Certificate of Insurance issued for the captioned policy should include the policy period, limit(s) of liability and deductible(s). If coverage is claims made it should be so stated.

Markel West Insurance Services
a division of Markel Service, Incorporated
21600 Oxnard Street, Suite 400, Woodland Hills, CA 91367 (800) 969-5999
CA License No. 0D95581 www.markelcorp.com

CITY OF ALAMEDA
Risk Management

 Date 11-25-14
Lucretia Akil, City Risk Manager



May 30, 2014
Page 2

Issuing Binders: While we understand that you may present our terms in your own format, please be aware that our binder and policy supersede any other evidence of coverage that may be presented to the insured.

Thank you for your business. If you have any questions or comments, please let me know. I appreciate doing business with you and look forward to hearing from you again.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 4

POLICY NUMBER MG-840469	POLICY CHANGES EFFECTIVE June 6, 2014	COMPANY MARKEL AMERICAN INSURANCE COMPANY
NAMED INSURED DON RICHARD PERATA; DBA: PERATA CONSULTING, LLC		AUTHORIZED REPRESENTATIVE CONTINENTAL RISK INSURANCE SERVICES P.O. BOX 1238 Lodi, CA 95241
COVERAGE PARTS AFFECTED SERVICE AND TECHNICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY		
<p style="text-align: center;">CHANGES</p> <p style="text-align: center;">ADDITION OF ENDORSEMENT</p> <p>In consideration of the additional premium charged, it is hereby understood and agreed that Amendment of Limits of Liability, MST 1205 03 08, Endorsement No. 5 is being added as attached effective as of the date stated above.</p>		

CITY OF ALAMEDA
Risk Management

 Date 11-25-14
Lucretia Akil, City Risk Manager


Authorized Representative

All other terms and conditions remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF LIABILITY

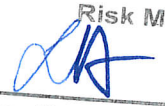
This endorsement modifies insurance provided under the following:

SERVICE AND TECHNICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY ✓

In consideration of an additional premium of \$320 it is hereby understood and agreed that the policy is amended as follows:

1. Item 5. of the Declarations, Limits Of Liability, is deleted and replaced with the following:
 5. **LIMITS OF LIABILITY:**
 - A. Each Claim: \$1,000,000
 - B. Policy Aggregate: \$2,000,000
2. The Limits of Liability stated in Item 1. above shall apply only to Claims first made against the Insured on or after the effective date of this endorsement and the Limits of Liability stated in the Declarations or any other amendment thereto shall be part of and not in addition to the Limits of Liability stated above.
3. In the event of the purchase of the Extended Reporting Period, the above Limits of Liability shall apply.

CITY OF ALAMEDA
Risk Management


Date 11-25-14
Lucretia Akil, City Risk Manager

All other provisions of the policy shall remain unchanged.



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT RETROACTIVE DATE

This endorsement modifies insurance provided under the following:

SERVICE AND TECHNICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is hereby understood and agreed that Section Insuring Agreement is amended to include the following:

- B. This policy does not apply to any Claim arising out of a Wrongful Act or Personal Injury first happening prior to June 6, 2013.

The total liability of the Company for Claims insured herein arising out of a Wrongful Act or Personal Injury first happening on or after June 6, 2013, but prior to June 6, 2014, shall not exceed \$1,000,000 Each Claim and \$1,000,000 Policy Aggregate.

The total liability of the Company for Claims insured herein arising out of a Wrongful Act or Personal Injury first happening on or after June 6, 2014 shall not exceed \$1,000,000 Each Claim and \$2,000,000 Policy Aggregate.

For Claims based upon or arising out of a series of related Wrongful Acts or Personal Injuries, the total liability of the Company shall be determined by the date on which the first Wrongful Act or Personal Injury of the series first happens.

Nothing contained in this endorsement shall in any way increase the Policy Aggregate limit of liability stated in the Declaration.

All other provisions of the policy shall remain unchanged.