



City of Alameda

Staff Report

File Number:2020-8084

City Council

Agenda Date: 7/7/2020

File Type: Consent Calendar Item

Agenda Number: 5-F

Recommendation to Authorize the City Manager to Execute a First Amendment to the Agreement with Lang, Hansen, O'Malley & Miller, a California General Partnership, Extending the Term of the Agreement by Two Months and Increasing the Compensation by \$20,000, for an Aggregate Amount Not to Exceed \$91,000, for Legislative Advocacy/Governmental Relations Services Relating to the Surplus Land Act. (Community Development 819099)

To: Honorable Mayor and Members of the City Council

EXECUTIVE SUMMARY

The City of Alameda (City) entered a service provider agreement with Lang, Hansen, O'Malley & Miller (Consultant) for legislative advocacy and governmental relations services relating to the Surplus Land Act (SLA), as recently amended. The term of the agreement is January 1, 2020 through July 31, 2020, and the maximum compensation is not to exceed \$71,000.

The COVID-19 pandemic has effected the State's legislative calendar and process. While there is typically a single budget trailer bill with the annual State budget effective July 1, 2020, that process had been modified and the expectation is that there will be two trailer bills, one in June and one in August, as the State prioritizes pandemic-related legislation at this time. This schedule requires more time to work on legislation relating to the SLA.

The proposed amendment to the agreement extends the term for an additional two months, through September 30, 2020, and increases maximum compensation by \$20,000, for a total compensation not to exceed \$91,000. This amendment will allow the Consultant to continue to assist the City through the legislative process during these unique times.

BACKGROUND

The SLA, and AB 1486, the amendment to the Act approved October 9, 2019, governs the disposition of surplus land by local agencies, such as cities, school districts and successor agencies. The intention of the bill is to alleviate California's housing crisis by prioritizing surplus government land for affordable housing development. AB 1486 added several new requirements to the process and included additional activities that constitute disposition of surplus property, with financial penalties for non-compliance. These new regulations impact the City's ability to lease or sell property at Alameda

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Point. Accordingly, the City retained a the services of Consultant to advocate on the City's behalf for an amendment of the legislation such that Alameda Point may continue to transition from a former military base to civilian reuse as anticipated in the Community Reuse Plan and subsequent entitlement documents.

On May 26, 2020, the City entered into an agreement with the consultant for legislative advocacy and governmental relations services relating to the SLA. The consultant was selected to provide these services due to its prior work and technical expertise on the SLA. It is recommended that this agreement be extended for two months and additional compensation provided as discussed below.

DISCUSSION

The COVID-19 pandemic has effected the State's legislative calendar and process. While there is typically a single budget trailer bill with the annual State budget effective July 1, 2020, that process had been modified and the expectation is that there will be two trailer bills, one in June and one in August, as the State prioritizes pandemic-related legislation at this time. This schedule requires more time to work on legislation relating to the SLA.

Staff recommends extending the term of the agreement and increasing the compensation to complete the required legislative work during this unique time. The proposed amendment extends the contract term for an additional two months, through September 30, 2020, and increases the maximum compensation by \$20,000, for a total compensation not to exceed \$91,000.

ALTERNATIVES

- Authorize the City Manager to execute an amendment to the agreement for legislative advocacy and governmental relations relating to the SLA to extend the term for two (2) months and increase the compensation by \$20,000, for an aggregate maximum amount not to exceed \$91,000.
- Revise the recommended term extension and/or increase to maximum compensation.
- Decline to approve the first amendment to this contract.

FINANCIAL IMPACT

The funds for this project are budgeted in the Community Development Department's Base Reuse Fund [Alameda Reuse and Redevelopment Authority (ARRA) Lease Revenues Fund 858). There is no impact to the General Fund.

The City Manager previously approved the original contract in an amount not to exceed \$71,000. The first amendment would increase compensation by \$20,000, for a total compensation of \$91,000, as

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presented below:

Contract	Approval Date	Authorized Amount	Expended to [Date]
Original Contract	05/26/2020	\$71,000	\$50,000
Proposed 1 st Amendment		\$20,000	
Total		\$91,000	

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Alameda Municipal Code.

ENVIRONMENTAL REVIEW

In accordance with California Environmental Quality Act (CEQA), approval of the first amendment is categorically exempt pursuant to CEQA Guidelines Section 15061 (b)(3) - activity poses no potential for significant effect on the environment.

CLIMATE IMPACTS

This action has no anticipated climate impacts.

RECOMMENDATION

Authorize the City Manager to execute a first amendment to the contract with Lang, Hansen, O'Malley & Miller, a California general partnership, which would extend the term of the agreement by two (2) months and increase the compensation by \$20,000, for an aggregate amount not to exceed \$91,000, for legislative advocacy/governmental relations services relating to the SLA.

CITY MANAGER RECOMMENDATION

The City Manager requests approval by the City Council for a two month extension.

Respectfully submitted,
Debbie Potter, Community Development Director

By,
Lorie Curtis, Real Estate Technician

Financial Impact section reviewed,
Nancy Bronstein, Interim Finance Director

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Exhibits:

1. Agreement
2. Proposed Amendment

cc: Eric Levitt, City Manager

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 26th day of May, 2020 ("Effective Date"), by and between the CITY OF ALAMEDA, a municipal corporation (the "City"), and LANG, HANSEN, O'MALLEY & MILLER, a California general partnership (GP), whose address is 1121 L Street, Suite 100, Sacramento, CA 95814 (the "Provider"), in reference to the following facts and circumstances:

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.
- B. The City is in need of the following services: Lobbying/governmental relations services relating to the Surplus Lands Act. The Provider was selected on a sole source basis due to its prior work and technical expertise on the Surplus Lands Act.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for lobbying/governmental relations services relating to the Surplus Lands Act, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall retroactively commence on the 1st day of January 2020, and shall terminate on the 31st day of July 2020, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit "A" as requested.

3. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit "A" and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid as set forth in Exhibit "A".

b. The total compensation for this Agreement, shall not exceed \$71,000.

4. TIME IS OF THE ESSENCE:

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, 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 Provider'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 Provider, 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 compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the 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 Provider’s negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider’s obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider’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 ten (10) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of 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.

c. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

A. **COVERAGE:**

Provider 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: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

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

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider 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 Provider's name or as an agent of the Provider and shall be compensated by the Provider 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, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except workers' compensation and professional liability insurance. 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 Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider 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 the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or his or her designee may consent or reject such request in his/her sole and absolute discretion. 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 against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider

shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all 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 by Provider 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 this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).


c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Community Development Department
950 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Debbie Potter
Ph: (510) 747-6899

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Lang, Hansen, O'Malley & Miller
1121 L Street, Suite 100
Sacramento, CA 95814
Ph: (916) 441-6222



f. All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda
Community Development Department
950 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Danielle Sullivan
Ph: (510) 747-6898 / dsullivan@alamedaca.gov

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.



20. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to 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). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

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:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, 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 Provider.

25. 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.

26. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

28. CONTROLLING AGREEMENT:

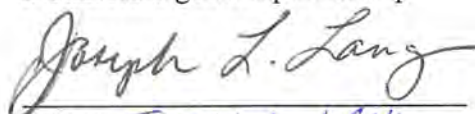
In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

A handwritten signature in black ink, appearing to be 'JS' or similar initials, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

LANG, HANSEN, O'MALLEY
& MILLER
a California general partnership



NAME JOSEPH L. LANG
TITLE MANAGING PARTNER

NAME
TITLE

CITY OF ALAMEDA
a Municipal corporation



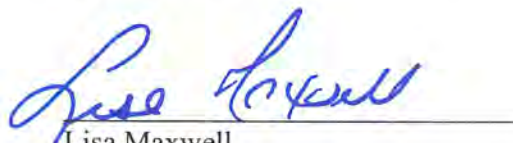
Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL



Debbie Potter
Community Development Director

APPROVED AS TO FORM:
City Attorney



Lisa Maxwell
Assistant City Attorney



EXHIBIT A

Lang

Hansen

O'Malley

& Miller

Governmental
Relations

January 17, 2020

Mr. Eric Levitt, City Manager
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

Dear Mr. Levitt:

This letter represents our agreement to provide lobbying/governmental relations services to City of Alameda (client) in the state of California relating to issues involving the Surplus Lands Act.

SERVICES

The services which we will provide include:

1. Strategy Development

LHOM will assist the Client in developing a comprehensive strategy to address both Legislative and Administrative enactment of changes to the State Surplus Lands Act needed to facilitate the Client's interest.

2. Strategy Implementation

LHOM will assist the Client in implementing the strategy developed pursuant to #1 above. The specific services to be provided in implementation will include:

- Communication with key Legislative and Administration officials on behalf of Client.
- Hands-on lobbying of legislation, representing the interests of the Client, including assisting the client in drafting appropriate amendments to the Act.
- Assist Client in developing appropriate documents to be used in strategy implementation, including any documents to be used in testimony before Legislative or Administrative entities.

3. Political Law Compliance

LHOM will assist the Client in complying with all provisions of the Political Reform Act of 1974 and any regulations promulgated by the California Fair Political Practices Commission, including reports required pursuant to either the Act or the Commission.

FEES

The fee for the above noted services will be a monthly retainer of \$10,000 (ten thousand dollars) due and payable on the first day of each month beginning with January 1, 2020, thru July 31, 2020. LHOM will, on a timely basis, provide a written invoice for each month.



JOSELAN-01

ALUJAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2020

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 have ADDITIONAL INSURED provisions or 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 License # 0757776 La Palma, CA - HUB International Insurance Services Inc. 6 Centerpointe Drive, Suite 350 La Palma, CA 90623		CONTACT Abigail Lujan NAME: PHONE (A/C, No, Ext): (714) 739-3177 FAX (A/C, No): (714) 739-3188 E-MAIL ADDRESS: abigail.lujan@hubinternational.com		
INSURED Joseph Lang, Beverly Hansen, John O'Malley & George Miller 1121 L St., Suite 100 Sacramento, CA 95814		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Ohio Security Insurance Company		24082
		INSURER B: Oak River Insurance Company		34630
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

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 INSD	SUBR 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 OTHER:	X		BKS56310460	1/10/2020	1/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	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 Y	N/A	LAWC114919	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Alameda is listed as an Additional Insured per written contract

JO OK
5.13.20

CERTIFICATE HOLDER

City of Alameda
2263 Santa Clara Avenue
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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) whom you have agreed to add as an additional insured in a written contract or written agreement, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these vendors, the following exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- C. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this _____ day of _____, 2020, by and between CITY OF ALAMEDA, a municipal corporation (the "**City**"), and LANG, HANSEN, O'MALLEY & MILLER, a California general partnership (GP), whose address is 1121 L Street, Suite 100, Sacramento, CA 95814 (the "**Provider**"), in reference to the following:

RECITALS:

A. On May 26, 2020, an agreement was entered into by and between City and Provider (hereinafter "Agreement") with compensation not to exceed **\$71,000**.

B. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 1 "TERM" of the Agreement is modified to read as follows:

"The term of this Agreement shall retroactively commence on the 1st day of January 2020, and shall terminate on the 30th day of September 2020, unless terminated earlier as set forth herein."

2. Paragraph 3 "COMPENSATION TO PROVIDER" of the Agreement is modified to read as follows:

"The total compensation for the work under this Amendment is not to exceed **\$20,000** for services set forth in Exhibit 2. Total maximum compensation for work under this Agreement shall not exceed **\$91,000**."

3. Exhibit A of the Agreement is hereby revised with the addition of Exhibit 2 attached hereto and incorporated herein by reference.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

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

LANG, HANSEN, O'MALLEY
& MILLER
a California general partnership

CITY OF ALAMEDA
a Municipal Corporation

By _____
Title _____

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:

By _____
Title _____

Debbie Potter
Community Development Director

APPROVED AS TO FORM:

Lisa Nelson Maxwell
Assistant City Attorney