



CITY OF DEL MAR, CALIFORNIA

REQUEST FOR QUALIFICATIONS No. 2024-01

STATE AND FEDERAL LEGISLATIVE ADVOCACY SERVICES January 17, 2024

I. NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ):

The City of Del Mar (City) is seeking Statements of Qualifications (SOQs) from qualified consultants to provide state and federal legislative advocacy services. The focus of this solicitation is to engage the services of an outside consultant to assist the City of Del Mar in securing state and federal funding that aligns with the City's strategic goals through general legislative advocacy.

Responses to this RFQ must be submitted via email by **4:30 PM (PST) on Friday, February 16, 2024**.

Your SOQ should be submitted **via email** to Emily Torres, Management Analyst, at etorres@delmar.ca.us.

Questions regarding this RFQ must be submitted by **12:00 PM (PST) on Wednesday, January 24, 2024**, and should be directed via email to Emily Torres, Management Analyst, at etorres@delmar.ca.us. City responses to questions will be posted on the City's website (<https://www.delmar.ca.us/Bids.aspx>) by **12:00 PM (PST) Wednesday, January 31, 2024**.

II. KEY DATES:

Anticipated timeline for RFQ Process:

Action	Tentative Timeline/Deadline
Issue Notice of RFQ	Wednesday, January 17, 2024
Questions Due from Respondents	Wednesday, January 24, 2024 (12:00 PM)
City Responses to Questions Posted	Wednesday, January 31, 2024 (12:00 PM)
Deadline to Submit Proposals	Friday, February 16, 2024 (4:30 PM)
Interviews with Qualified Consultants	Thursday, February 29, 2024
City Council Award of Service Agreement	Monday, March 18, 2024 (4:30 PM)
Anticipated Start Date of Service Agreement	March 19, 2024

III. INTRODUCTION

Purpose of the Request for Qualifications (RFQ)

The City of Del Mar (City) is located 20 minutes north of downtown San Diego on the Southern California coast. Approximately 3,922 residents call the 2.2 square mile city home and many visitors take advantage of the City's main attractions throughout the year. The City's welcoming tourist destinations and comforting hometown feel have benefited from several grant awards for projects ranging from critical road, water, sewer, and storm drain repairs, to a beach sand nourishment project and the Riverpath Del Mar Trail. Del Mar is often competitively disadvantaged for grant funding due to its small size and limited staff capacity; therefore, it is increasingly important for the City to remain involved and proactive in potential funding from state, federal, private, and corporate sources through the assistance of an outside legislative advocacy consultant.

The City has historically contracted and obtained legislative advocacy services through outside consultants to identify and obtain state and federal funding and to implement the City's Council-adopted Legislative Policy Guidelines (Attachment A). Through this RFQ, the City is soliciting SOQs for consultants who can assess the City's current funding needs and priorities and provide general legislative advocacy services while proactively researching potential funding sources to support current and future projects.

IV. SCOPE OF WORK

Scope of Services Requested

State and Federal Legislative Advocacy Services requested include, but further described in **Exhibit "A" to Attachment B**, the following:

- Develop and implement the City's Legislative Policy Guidelines;
- Build and strengthen relevant relationships with Del Mar's elected representatives to advance the City's goals and priorities;
- Coordinate legislative advocacy trips to meet with legislative delegation in California and Washington, DC;
- Identify, analyze, and monitor all bill introductions and amendments relevant to the City's Legislative Policy Guidelines and assess their potential impact on the City;
- Prepare and submit testimony, position letters and bill language regarding legislation relevant to the City;
- Identify projects and other funding priorities that may be suitable for the City through state budget opportunities and federal appropriations;
- Provide as-needed grant writing services;
- Prepare and file all applicable state and federal lobbying disclosure reports; and
- Provide timely progress reports on the status of all legislative activities, such as bill language, amendments, and legislative committee analyses.

See Exhibit "A" to Attachment B – Scope of Services for a full description of services and responsibilities required under this solicitation.

V. STATEMENT OF QUALIFICATIONS/SCOPE OF WORK REQUIREMENTS

To be considered, SOQs and Scopes of Work submitted in response to this RFQ need to include the following, as listed below. Include subconsultants if proposed.

The preferred method of submittal is electronic delivery in PDF format via email. If you are unable to submit your proposal electronically, please contact the City staff person listed above to make alternative arrangements to submit your proposal. Facsimile submittals will not be accepted.

1. Overview of the Consultant:

Provide an understanding of the work to be performed and why the consultant believes itself to be the best qualified to perform the services requested. Indicate the Management Contact (representative authorized to sign an agreement for your firm) and any other company representative responsible for day-to-day management of the Service Agreement. Please provide the name, title, address, email and phone number for each person listed, and the qualifications and resumes of the professionals that are anticipated to manage the requested services directly to the City. Provide the location of principal office that will be responsible for the implementation of the Service Agreement, and distance from the Del Mar City Hall located at 1050 Camino del Mar, Del Mar, CA 92014.

2. Qualifications and Experience:

Description of the extent of the consultant's qualification and experience providing the services listed in Exhibit "A" to Attachment B – Scope of Services. Include the number of years the consultant has been in business. Description of the firm's experience providing the following services to public sector municipalities must be included:

- Identification of potential grant opportunities aligned with client's goals and priorities;
- Federal/state/local legislative advocacy; and
- As-needed grant writing services.

3. Client References:

Include the following information:

- Full list of all current active clients;
- A minimum of three (3) references from public agencies or similar government entities for which services like those required by this RFQ were performed; and
- Recent examples of your success securing grant funding on behalf of clients.

An emphasis should be placed on projects undertaken within the past three years and for public agencies located in similar communities in Southern California.

For each reference listed provide the name of the organization, dates for which

the service(s) are being provided, type of service(s) being provided and the name, email, and telephone number of the responsible person within the reference's organization. The City reserves the right to contact any or all the listed references regarding the services performed.

4. Compensation:

Include the consultant's proposed compensation (e.g., fee schedule or proposed monthly retainer) and costs for providing the services described in Exhibit "A" to Attachment B, and compensation for any subconsultants proposed for the services. **Please identify separately the fees for both services included in Exhibit "A" to Attachment B (Legislative Advocacy Services and As-needed Grant-writing Services) – not one combined fee for both services.**

5. Acceptance of or Requested Changes to the City's Standard Service Agreement:

Respondents must acknowledge review of the City's standard Professional Services Agreement included as Attachment B, and either expressly state their acceptance of the terms of the agreement or include requested changes to the agreement as part of their submittal. Requested changes submitted after the close of the RFQ solicitation period will not be considered.

VI. EVALUATION AND AWARD

City staff will evaluate all SOQs submitted and will develop a short list of consultants to be considered based on their ability to best meet the City's needs. Each proposal will be evaluated based on submitted SOQs that include, Overview of the Consultant, Qualifications and Experience, Client References, and Compensation. During the evaluation period, the City may or may not interview some or all of the short-listed consultants. The interview may consist of a short presentation by the consultant, after which the committee may ask questions related to the consultant's SOQ and qualifications. The selected consultant will be moved forward to be recommended for a Service Agreement to the City of Del Mar City Council. Following City Council recommendation, the City of Del Mar will enter into a Service Agreement with chosen consultant or exercise the right to reject all SOQs.

VII. MISCELLANEOUS

Reserved Rights by the City

The rights reserved by the City include, but are not limited to, the following:

- The City reserves the right to select, and subsequently recommend for award the consultant that best meets the needs of the City.
- The City reserves the right to require further documentation or information prior to entering into an agreement for services.
- The City reserves the right to require the selected consultant(s) including subconsultants to register for a City of Del Mar Business License and always

maintain an active status during the duration of the Service Agreement.
(www.delmar.ca.us/542/Business-License-Application-Form)

- The City reserves the right to reject any or all submittals. The City further reserves the right to waive technicality and formalities in submittals, as well as to accept in whole or part such submittals where it is deemed in the best interest of the City.

Incurred Costs

The City of Del Mar is not liable for any costs incurred by the respondent in the preparation and/or presentation of their submittal.

Public Record

All correspondence with the City, including responses to this RFQ, will become the property of the City and will become public records under the California Public Records Act.

VIII. ATTACHMENTS

1. Attachment A – City of Del Mar Legislative Policy Guidelines
2. Attachment B – City of Del Mar Professional Services Agreement
3. Exhibit “A” to Attachment B – Scope of Services
4. Exhibit “B” to Attachment B – Fee Schedule

**ATTACHMENT A
CITY OF DEL MAR LEGISLATIVE POLICY GUIDELINES**

[Inserted Below]

CITY OF DEL MAR



2023 LEGISLATIVE POLICY GUIDELINES

APPROVED FEBRUARY 6, 2023

INTRODUCTION

The following guidelines shall be utilized by the City to take appropriate positions regarding both State of California and federal legislative and administrative issues that affect the City of Del Mar. The guidelines are to define City Council approved positions and to assist the City Council and staff in pro-active advocacy and in responding to various issues as they arise so that the City response may be timely, clear, and consistent with City Council direction. The guidelines are also to guide the official positions of Council Members that represent the City on regional and/or local government bodies and in making public statements reflecting City positions. At any time, any two Council Members may recommend changes to the Legislative Policy Guidelines. Individual Council Members retain the right to state personal positions different from these adopted guidelines but only when such statements are identified as a personal expression differing from adopted City positions.

When a legislative matter arises that is addressed in these guidelines, City staff may prepare a letter for the Mayor's signature taking a position on the matter in accordance with these guidelines. For issues not addressed in these guidelines, or if there are mitigating factors where the City Council may want to take a position different from those indicated in these guidelines, the issue shall be considered by the City Council for direction.

As needed, any two Council Members can provide periodic updates of important legislative issues to the City Council at regular City Council Meetings. The City Council will then have the opportunity to approve a position statement on the issues. The City Council will review the Legislative Policy Guidelines annually to recommend changes prior to the beginning of each legislative session.

If for some reason there is a conflict between City Council adopted goals and these legislative policies, the adopted goals shall supersede these policies.

Guiding Principles

I. Preserve Local Control and Governance

Preserve and protect the City's authority, duties, and prerogatives to enact local legislation and policy direction concerning local affairs. Oppose legislation that preempts local authority and advocate for the preservation of the City's ability to raise revenue and provide vital services for its residents.

II. Promote Fiscal Stability

Support measures that promote fiscal stability, predictability, financial solvency, and preserve the City's revenue base. Maintain maximum control over local government budgeting while opposing measures that shift local funds to the county, state, or federal governments to implement unfunded mandates and other regulatory costs.

III. Support Funding Opportunities for Projects Consistent with City Goals

Support funding opportunities that allow the City to compete for its fair share of regional, state, and federal funding. Support funding for programs consistent with City goals including but not limited to economic development, infrastructure development, housing, transportation, air quality, climate change, sustainability, water quality, parks and recreation, fairgrounds, hazard mitigation, public safety, and public health.

Support efforts to strengthen, modernize, and provide funding for local emergency response and preparedness capacities.

Support ongoing investments from the State and Federal governments to allow the city to effectively respond to public health emergencies.

Support legislation and budgetary measures that provide funding for local governments to beautify their communities and remove trash and debris.

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I. LOCAL GOVERNMENT FINANCE

A. State-Federal Mandated Programs

1. Support legislation requiring the State and Federal Government to provide full cost reimbursement to cities for all mandated programs and for all programs resulting in revenue losses.
2. Oppose any measure that mandates procedures (such as maintenance-of-effort) that would make local government more dependent on the State for financial stability.
3. Support legislation that further protects local government revenue from being taken, confiscated, shifted, diverted, or otherwise used to fund State government operations and responsibilities.

B. Long-Term Financing of Local Agencies

1. Support legislation to stabilize local government financing, to increase funding to local agencies and to permit the most cost-efficient management of state-mandated programs.
2. Support enhancement of Community Development Block Grant and other Federal funding.
3. Support efforts to create financing options to help local governments encourage sensible affordable housing development.

C. Revenues, Fees and Taxes

1. Support legislation that increases revenues or improves local government's ability to generate revenue.
2. Support legislation to protect and preserve local control over locally imposed taxes and fees (such as transient occupancy tax, wireless communication infrastructure fees, and franchise fees).
3. Support legislation that would prevent property and sales tax shifting from cities.
4. Support legislation to protect critical local programs, services, and funding from administrative action and/or State budget cuts during the current legislative session.
5. Support legislation that would create cost recovery for local police, fire, and emergency medical services to state properties.
6. Support legislation that would create cost recovery for local non-safety public services to state properties.

7. Support legislation that would amend the State Constitution Article XIID, Section 6.C. to include storm drain fees among the list of types of fees that are exempt from the voting requirements imposed by Proposition 218.
8. Oppose legislation or administrative action that reduces or reallocates revenues attributable to Del Mar to any other governmental entity, including the County, State, or Federal governments.
9. Support efforts that would authorize local governments to participate in revenue sharing agreements with federal, state, and local agencies, as well as non-profits and community-based organizations.

D. Procurement

1. Oppose legislation that would overly complicate, prolong, or make existing laws pertaining to procurement of goods and services more onerous for local cities.

E. Public Health Relief Measures

1. Support all local, state, and federal legislation or administrative action that provides direct funding relief to cities that have been economically impacted by a public health emergency and/or stay-at-home mandate, including the flexibility to backfill lost revenue.
2. Support all local, state, and federal legislation or administrative action that provides direct relief funding and/or programmatic support for local businesses that have been economically impacted by a public health emergency and/or stay-at-home mandate.

II. GENERAL GOVERNMENT

A. Workers' Compensation

1. Oppose legislation that would increase employee benefits without system reforms which would offset increased employer costs.
2. Oppose legislation that would provide presumptive eligibility for the award of benefits for Workers' Compensation or other employee health benefits.
3. Support legislation that would remove existing presumptive eligibility for the award of benefits for Workers' Compensation or other employee health benefits.
4. Support legislation that would reform the Workers' Compensation system to reduce employer cost through the reduction of system abuse.

B. Unemployment Compensation

1. Oppose legislation which would increase employer liability for unemployment compensation, or which would reduce local discretion to manage this risk.

C. Labor Relations

1. Oppose legislation that would impede local administration of labor relations.
2. Oppose legislation that would require, impose, or expand compulsory binding arbitration for public employees.
3. Oppose legislation that would increase the cost of benefits, the cost of administering benefits, or mandate that a special group health and welfare benefit be provided to all employees.
4. Oppose legislation that reduces local control over public employee disputes and/or imposes regulations from an outside agency.
5. Oppose legislation that makes disciplinary proceedings for public safety employees similar to criminal proceedings, making it virtually impossible for employers to prove an administrative violation.
6. Oppose legislation restricting the availability of evidence in administrative investigations and hearings involving public safety employees.
7. Support legislation that would categorize employers with 50-99 employees as “Large Group Employers,” for purposes of the Affordable Care Act.

D. Pension Reform

1. Support legislation consistent with the League of California Cities’ recommendations for pension reform that provides sustainable pensions for employees.
2. Support legislation that would allow employees to be able to pay for a greater amount of the pension costs.
3. Support pension reform that would control or decrease employer liability or increase transparency in reporting without imposing undue hardships or administrative burdens on local governments.

E. Elections

1. Support legislation that authorizes the City to conduct a special election wholly by mail or via a secure, online voting system.

III. PUBLIC PROTECTION

A. Crimes

1. Support legislation that would protect the public from the dangerous and improper use of weapons and enact necessary regulations to control their use.
2. Pursuant to Resolution 2013-09, support legislation that bans the sale, transfer, manufacturing, and importation of military-style assault weapons and high-capacity ammunition magazines.
3. Oppose legislation that would weaken the authority of local law enforcement to control the issuance of concealed weapon permits.
4. Support legislation that strengthens State graffiti law and provides local government revenue and resources for graffiti abatement.
5. Support legislation that would protect the public from crimes, including identity theft, committed by use of computers, Internet or other electronic means.

B. Drugs

1. Support legislation that strengthens the ability of local government to restrict or regulate the sale, manufacture, and the use of alcohol, electronic smoking devices and flavored tobacco products, and/or other controlled substances.
2. Support legislation that would provide a greater share of seized assets to localities.

C. Fire Protection

1. Support legislation protecting local discretion regarding building and fire code standards.
2. Support legislation that provides funding for local emergency operations including equipment, services, and personnel.
3. Support legislation that provides funding to enhance wildfire mitigation and emergency response efforts.
4. Oppose legislation and administrative action that would change or eliminate inverse condemnation and make utilities not liable for fires caused by their equipment with consideration of the conduct of the utility in the design, operation and maintenance

of its assets, and with consideration of factors outside of the control of the utility such as extreme climate.

5. Support legislation and administrative action that requires utilities to work cooperatively with local government to plan for reducing wildfire risks.
6. Support legislation that would sustain or enhance federal homeland security grants.

D. Homeland Security

1. Support legislation that would encourage community safety and provide funding for Homeland Security measures.
2. Support legislation that would require communicating with city officials regarding threats to local safety, as threats occur.

E. Homelessness

1. Support legislation that would provide funding for mental health resources and housing solutions for the homeless and facilitate inter-agency partnerships and shared resources to collaborate on solutions between regional agencies.

F. Aircraft Noise

1. Support legislation and regulations that promotes the reduction of aircraft noise impacting the City.
2. Support legislative and regulatory efforts to monitor, regulate and enforce helicopter noise in residential areas while being respectful of United States Military, law enforcement and emergency first responder operations.

IV. TRANSPORTATION AND PUBLIC WORKS

A. Transportation

1. Support legislation to enable SANDAG and local cities and the county to update the Regional Transportation Plan and take actions to enhance transit options based on clean vehicles and technology over carbon fueled motor vehicles.
2. Support legislation and administrative action that promote alternative clean fuel vehicles and their support facilities.
3. Support legislation and administrative action that facilitates innovation in transportation options including autonomous vehicles.

4. Support legislation and administrative action that promotes options to single occupancy carbon fueled car travel such as rapid bus lanes and service, HOV lanes, rail, shared use vehicles, autonomous, and on demand systems.
5. Support legislation that provides equitable amounts of Federal and State funding for roads, and highways, and transit and facilitates in the timely construction of local transportation projects.
6. Support legislation that reaffirms Federal and State responsibility for transportation including but not limited to highway funding.
7. Support legislation to authorize financial incentives for employees who commute to work in carpools, use public transportation, or utilize clean modes of transportation, such as bicycling and electric vehicles.
8. Support funding for increased bike lanes, and associated infrastructure (e.g., lighting and traffic barriers), to provide safe, accessible, and strategic bike routes for both commuters and recreational users.
9. Support legislation that provides funding from SANDAG, the Federal, and/or the State Government for the planning and construction of the following types of improvements at the Del Mar Fairgrounds: seasonal and permanent rail platform; affordable housing; mobility hubs; fleet mobility services; and micro-mobility solutions.
10. Support legislation and funding to promote and construct safe pedestrian railroad crossings, including at-grade crossings where over/underpass crossings are not feasible.
11. Support funding for studies where at-grade and/or over/underpass pedestrian railroad crossings are feasible.
12. Support legislation and administrative action at the Federal and State level to minimize or eliminate the liability of local governments, including cities and transit districts, for rail accidents involving pedestrians or vehicles. Support railroad safety measures, including dedicated safe crossings, while upholding public stewardship and self-governance to protect precious coastal resources, scenic views, and public access to bluffs, trails, beaches, and the ocean.
13. Support legislation to allow non-ADA compliant over/underpasses to cross rails to access the beach where there is an ADA compliant access point nearby.
14. Support Federal and State legislation and administrative action to further mobility strategies that encourage alternative forms of transportation to reduce reliance on automobiles.

15. Support legislation, funding opportunities, and administrative action to further electric and zero emission vehicles and their needed support services.
16. Support legislation and administrative action to help local governments manage transportation issues to further their adopted Climate Action Plan goals.
17. Support legislation, funding, and administrative action to accelerate relocation of the rail line from the Del Mar bluffs to an appropriate inland location.
18. Support legislation, funding, and administrative action for interim repairs on the Del Mar bluffs to keep the rail line safe until it can be relocated inland, including full mitigation for any impacts of interim repairs.

B. Solid Waste and Recycling

1. Support legislation that would assist local agencies in implementing recycling and diversion programs.
2. Support legislation that encourages the State to provide funding for added costs of implementing mandatory solid waste, household hazardous waste, organics diversion, and recycling programs to local agencies.
3. Support legislation that sets reasonable and flexible recycling standards.
4. Support legislation that would exempt a city from AB 939 or other state legislation penalties due to a State installation's excessive contribution to the city's waste stream.
5. Support legislation encouraging active development of markets for recycled goods.
6. Support legislation requiring local agencies to prepare and implement household hazardous waste collection plans and provide funding therefore.
7. Support legislation that reduces local government's superfund liability for solid waste.
8. Support legislation that promotes or provides funding for zero waste programs, composting programs, and other programs for addressing organic waste.
9. Support legislation that addresses plastics and other difficult to recycle/manage pollutants at the source by shifting from producing and using such materials to alternatives that reduce the need to recycle or landfill waste.
10. Support measures that provide flexibility for local jurisdictions to meet mandated short lived-climate pollutant goals set by the State through SB 1383 and other mandatory organics recycling regulations.

11. Oppose solid waste regulations without coordinated support and funding from the State and waste haulers.

C. Public Works

1. Support legislation that would address poor performance by contractors selected under low bid contract requirements.
1. Support legislation that would allow all cities to use design build or other delivery methods for constructing capital improvement programs.

D. Utilities Undergrounding

1. Support legislation and administrative action that would help facilitate the implementation of the City's Undergrounding Project, including advocating to the California Public Utilities Commission to issue rulemaking that would make undergrounding projects more cost effective.

V. RESOURCES AND ENVIRONMENT

A. California Environmental Quality Act

1. Oppose legislation that would weaken or substitute the CEQA requirements in favor of a lesser process, such as National Environmental Policy Act (NEPA).

B. Offshore Drilling

1. Oppose legislation that includes any San Diego coastal areas in the lease sale program.
2. Support legislation that provides for oil spill prevention and response.
3. Support legislation that creates a Coastal Sanctuary that prohibits a state agency from entering into a new lease for the extraction of oil in state waters.
4. Oppose any legislation that increases gas or oil drilling off the coast of California.

C. Waterfront

1. Support legislation that provides funding for waterfront coastal restoration, protection, and enhancement.
2. Support efforts to protect the San Dieguito Lagoon and the Los Peñasquitos Lagoon.

3. Support legislation, administrative action, and provision of funding to assist in implementation of the City's Sea Level Rise Adaptation Plan.

D. Water

1. Support legislative efforts to improve the potable water quality in San Diego County.
2. Support legislation to provide Southern California with a stable source of water.
3. Support legislation that would provide incentives and funding for alternative water sources and for water conservation measures sponsored by local agencies.
4. Support legislation that would advance the opportunity to secure and utilize reclaimed/recycled water.
5. Support legislation that will require a showing of the availability of potable water in connection with any new development in San Diego County.
6. Support legislation, policies or practices that would decrease pollution to the ocean or waterways.

E. Storm Drain and Sewer

1. Support legislation to provide funding for mitigation measures and projects to reuse, recharge, divert, or treat urban runoff.
2. Oppose legislation that imposes more stringent requirements on storm drain runoff without providing funding and/or consideration of the feasibility of monitoring and mitigation of such requirements.
3. Monitor any new or reviewed requirements by State or Federal agencies for testing water quality and water body closures.
4. Support state and federal legislation and administrative action to encourage reclamation and recycling of wastewater from the Metro Waste Water System and the San Elijo Joint Powers Authority for potable and purple pipe reuse.

F. Regional Growth Management

1. Support legislation that would produce additional resources, including adequate funding, to local agencies to address regional growth and transportation issues.
2. Support legislation and administrative action that would encourage managing growth in a manner that is consistent with State and local climate action goals of reducing vehicle miles travelled and greenhouse gas emissions.

G. Air Quality

1. Support legislation to improve the air quality in San Diego County.
2. Support legislation that allocates State and/or Federal funds for compliance with Federal and State air quality standards.
3. Support legislation that would provide funding for zero emission vehicles and their support infrastructure.

H. Wetlands

1. Oppose legislation that adversely impacts the wetlands.
2. Support legislation that provides funding for the acquisition, enhancement and protection of wetlands and wildlife habitat.
3. Support legislative and administrative actions to allow wetlands to adapt to climate change and rising sea levels without loss of habitat value.

I. Energy

1. Support legislation that effectively stabilizes energy availability and reduces energy costs.
2. Support legislation that would provide funding for alternative energy sources, energy efficiency, and conservation measures.
3. Support legislation that provides for the safe decommissioning/removal of nuclear material at the San Onofre Nuclear Generating Station (SONGS).
4. Support legislation at the federal and state levels to allow for removal of nuclear waste from SONGS to a safe inland temporary storage location pending federal identification of a permanent storage option. Oppose ongoing storing this waste on the beach at SONGS.
5. Support Community Choice Aggregation (CCA) [also known as Community Choice Energy (CCE)] and the Clean Energy Alliance to allow residents and businesses the option to purchase clean energy from renewable sources and oppose any efforts to impede CCA's/CCE's, including but not limited to, increased departure charges.
6. Support CCA programs including the Clean Energy Alliance that pursue distributed energy, community solar, micro grid projects, and similar local programs of benefit to the city.

J. Land Use

1. Oppose legislation that takes a punitive approach to City General Plan Housing Element and the imposition of any extraordinary powers in State agencies with regard to City Housing Elements.
2. Support legislation to allow local governments flexibility in how they meet their state mandated housing goals.
3. Oppose legislation, or other agency actions, that would usurp local control of land use decision-making.
4. Oppose legislation that would impose State-mandated development standards or procedures that are contrary to the Del Mar Community Plan or local land use policy.
5. Oppose legislation that is inflexible and cannot be modified through local review.
6. Monitor proposals that would alter air traffic systems that would impact Del Mar.
7. Support legislation to reaffirm that regulation of short-term rentals is a local matter.
8. Oppose legislation to reduce or encroach upon the autonomy of Charter Cities as to home rule powers, including as to land use, housing, and zoning.

K. Sea-Level Rise and Climate Change

1. Support legislation that continues to monitor sea-level rise and climate change and the effect on local jurisdictions.
2. Support legislation that would provide local jurisdictions funding for resilience and response to sea-level rise and climate change.
3. Support legislation that allows local governments flexibility in how they implement sea level rise and climate change adaptation goals and meet federal and state flood management standards.
4. Support legislation and administrative action at the federal and state level to provide funding and assistance to coastal cities addressing adaptation to sea level rise and increased flooding risks.
5. Support legislation and administrative action at the federal and state level to increase funding for local governments implementing sand replenishment and other adopted strategies for addressing sea level rise.

6. Support legislation, funding, and administrative action to remove sediment accumulation in the regions coastal lagoons and upstream behind dams and use it for beach sand replenishment.

VI. RECREATION

A. Funding

1. Support legislation that would provide funds for local and regional recreation areas, facilities, and services including visitor parking facilities.

VII. CITY – 22ND DAA RELATIONS

A. Jurisdiction and Land Use

1. Support legislation and Commission findings that reaffirm the limits of the sovereign powers of the 22nd DAA to its governmental mandate to promote California Agriculture, business, and products.
2. Support legislation that subjects all activities conducted on the Fairgrounds to local health, safety, and noise ordinances.
3. Support legislation to allow the City of Del Mar to obtain credit for affordable housing programs on 22nd DAA property within or contiguous to the city.
4. Support legislation to allow the 22nd DAA to engage in all types of transactions with the city to further affordable housing programs, including leases, sales, joint ventures partnerships, Joint Powers Agreements, and the like.
5. Oppose efforts that require the City to ministerially approve housing development projects without adequate input from local agencies or a robust public engagement process.

B. Housing

1. Support legislation that facilitates the 22nd DAA to provide on-site affordable housing, including work force housing, to help the City meet its assigned Regional Housing Needs Assessment (RHNA) requirements for affordable housing requirements attributable to the number of employees who work at the Fairgrounds.
2. Support legislation to allow local implementation of creative solutions to local housing needs while gaining RHNA credit, such as: student housing programs

implemented in conjunction with local universities and community colleges and temporary housing on the Del Mar Fairgrounds.

3. Support legislative and administrative action to confirm that local governments can adopt local rules clarifying that Accessory Dwelling Units (ADUs) can be used only for housing.

C. Financial Relationship

1. Support legislation and administrative action to cause the 22nd DAA to pay for its fair share of municipal services and road and bridge maintenance and repairs.
2. Support legislation and administrative action to encourage the State Department of General Services to reduce the rent of the Del Mar Fire Station.
3. Support legislation and administrative action that would give Del Mar a revenue share for sports gaming, concerts, and other revenue activities on 22nd DAA property within the city limits.

D. Events

1. Oppose legislation or administrative action that would overturn AB 893, which prohibits the sale of firearms and ammunition at the Del Mar Fairground on and after January 1, 2021.
2. Support legislation or requirements that prohibit on-site smoking, on-site consumption, or on-site sale of cannabis products at state fairgrounds where the local city prohibits such use.

**ATTACHMENT B
CITY OF DEL MAR PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DEL MAR AND [NAME OF CONSULTANT]
FOR STATE AND FEDERAL LEGISLATIVE ADVOCACY SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this 18th day of March, 2024 by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and [Name of Consultant] (“Consultant”) (collectively “Parties”).

WHEREAS, the City desires to employ a consultant to provide state and federal legislative advocacy services (“Consulting Services”). Said work is to be performed in accordance with the terms and conditions set forth below and as described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, the City has initially determined that Consultant is qualified by experience and ability to perform the services desired by City, and Consultant is willing to perform such services; and

WHEREAS, Consultant will conduct all the work as described and detailed in this Agreement to be provided to the City.

NOW, THEREFORE, the Parties hereto mutually covenant and agree with each other as follows:

1. CONSULTING SERVICES.

1.1 Scope of Services. The Consultant shall perform the Consulting Services as set forth in the written Scope of Services, attached hereto as Exhibit “A” and incorporated herein. Such services shall be provided at the direction of the City.

1.2. City Modification of Scope of Services. City may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the Consultant’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Consultant’s compensation and/or contract time shall be made, subject to the City’s approval. All such changes shall be authorized in writing, executed by Consultant and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council.

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for an initial period of three (3) years from the date first written above. Upon satisfactory performance and written agreement of both parties, the Agreement may be extended for an additional two (2) year period.

Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise

specified in this Agreement.

2.2 Delay. Any delay resulting from causes beyond the control of Consultant may merit an extension of time for the completion of the Scope of Services. When such delay occurs, Consultant shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Consulting Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

2.3 City's Right to Terminate for Default. Should Consultant be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if Consultant fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.4 City's Right to Terminate without Cause. Without limiting its rights in the event of Consultant's default, City may terminate this Agreement, without cause, by giving written notice to Consultant. Such termination shall be effective upon receipt of the written notice. Consultant shall be compensated for all effort and material expended on behalf of City under the terms of this Agreement, up to the effective date of termination. All personal property remaining in City facilities or on City property thirty (30) days after the expiration or termination of this Agreement shall be, at City's election, considered the property of City.

3. PERFORMANCE AFTER TERMINATION. Upon termination of this Agreement as provided herein, Consultant shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by Consultant to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by Consultant shall be delivered to the City Manager, upon his request, as property of City.

4. COMPENSATION.

4.1 Total Amount. Compensation to Consultant shall be provided in accordance with the fee schedule contained in Exhibit "B." Consultant shall bill the City for work provided and shall present a written request for such payment monthly. City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Consultant in advance. Consultant acknowledges that it is not guaranteed any particular amount of work.

4.2 Additional Services. City may, as the need arises or in the event of an emergency, request additional services of Consultant. Should such additional services be required, Compensation therefore shall be paid to the Consultant in accordance with Scope of Services contained in Exhibit "A." City and Consultant shall agree to the costs prior to commencement of such work.

5. INDEPENDENT CONTRACTOR. Consultant is, for all purposes arising out of this Agreement, an independent contractor. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither Consultant nor Consultant's employees shall in any event be entitled to any

benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Consultant being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

6. STATEMENT OF EXPERIENCE. Consultant agrees and represents by executing this Agreement, that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent Consultant using the degree of care and skill ordinarily exercised by reputable Consultants practicing in the same field of service in the State of California. Additionally, Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

7. AUDIT OF RECORDS.

7.1 At any time during normal business hours and as often as may be deemed necessary, the Consultant shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and shall permit City to audit, examine, and/or reproduce such records. Consultant shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2 The Consultant shall include the City's right to audit under this section in any and all of their subcontracts and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY. All Consulting services performed by Consultant, including, but not limited to, all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to Consultant, at the time that it was disclosed to Consultant by the City, (b) subsequently becomes publicly known through no act or omission of Consultant or (c) otherwise becomes known to Consultant other than through disclosure by the City. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the City. The sole purpose of this section is to prevent disclosure of City's confidential and proprietary information by Consultant or subcontractors.

9. CONFLICTS OF INTEREST.

9.1 Consultant shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Consultant has a financial interest as defined in Government Code § 87103. Consultant represents that it has no knowledge of any financial interests, which would require it to disqualify itself from any matter on which it might perform services for the City.

9.2 Consultant shall comply with all of the reporting requirements of the Political

Reform Act. The Consultant shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that the Consultant is subject to a conflict of interest code, if applicable. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

9.3 If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

10. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant under this Agreement shall be considered the property of City. Consultant shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions.

11. INSURANCE

11.1 Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" and are admitted to do business in the State of California, unless otherwise approved in writing by the City's Risk Manager.

11.2 Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement.

11.3 Types and Amounts Required. Consultant shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

11.3.1 Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual aggregate of **\$2,000,000**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2 Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of **\$300,000** per

occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3 Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **\$1,000,000** employers' liability coverage. The Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

11.3.4 Consulting Liability. Consulting liability (errors and omissions) coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate. The Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

11.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the Consultant and must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5 Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1 The City, its officers, officials, employees, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the City.

11.5.2 The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

11.6 Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. DEFENSE AND INDEMNIFICATION.

12.1 Consultant agrees to indemnify, defend (with attorneys approved by City), and hold harmless the City, and its officers, officials, agents and employees (the "Indemnified Parties") from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the Consultant, its employees, agents, and subcontractors performance of services under this Agreement. Consultant's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising

from the sole negligence or willful misconduct by the City or its elected officials, officers, agents, and employees. Consultant's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorney's fees, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

12.2 This indemnity is in addition to any other rights or remedies which City may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, at its sole discretion, reserve, retain or apply any monies due to Consultant under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if Consultant provides City with reasonable assurances of protection of the City's interest. The City shall, in its sole discretion determine whether such assurances are reasonable.

12.3 Consultant agrees that its duty to defend arises upon an allegation of liability based upon the performance of services under this Agreement by Consultant, its officers, agents, representatives, employees, sub-consultants, or anyone for whom Consultant is liable and that an adjudication of Consultant's liability is not a condition precedent to Consultant's duty to defend.

13. SUBCONTRACTORS.

13.1 The Consultant's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the Project is subject to prior approval by the City.

13.2 All contracts entered into between the Consultant and its subcontractor shall also provide that each subcontractor shall obtain insurance policies, which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. The Consultant shall require the subcontractor to obtain all policies described in section 11 of this Agreement in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

13.3 In any dispute between the Consultant and its subconsultants, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in section 12 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

14. NON-DISCRIMINATION. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

15. NOTICES. All communications to either party by the other party shall be delivered

to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

If to City:	If to Consultant
City of Del Mar	
City Clerk	
1050 Camino del Mar	
Del Mar, CA 92014	

16 ASSIGNABILITY. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Consultant’s duties be delegated or sub-contracted, without the express written consent of the City.

17. RESPONSIBILITY FOR EQUIPMENT. City shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Consultant or any of Consultant’s employees or subcontractors, even if such equipment has been furnished, rented, or loaned to Consultant by City. The acceptance or use of any such equipment by Consultant, Consultant’s employees, or subcontractors shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

19. COMPLIANCE WITH LAWS. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Consultant shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of Consultant to comply with any applicable Laws.

To the extent Consultant is required to comply with prevailing wage requirements, Consultant does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Consultant and any subconsultants ensure that they are familiar with and comply with its requirements. Such requirements include, but are not limited to, the registration requirement with the Department of Industrial Relations, State of California (DIR), pursuant to Labor Code section 1725.5. As of March 1, 2015, in compliance with SB 854, the City requires all affected contractors and consultants to be registered with the DIR prior to submitting a bid or proposal on any eligible District project. As of April 1, 2015, failure to comply with the requirements of SB 854 by any contractor or consultant, including registration with the DIR pursuant to Labor Code section 1725.5, shall be a material breach of this Agreement which may be terminated by the City in its sole and absolute discretion. Where applicable, this project is subject to compliance monitoring and enforcement by the DIR.

20. CONSULTANT’S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986. Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has

complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Agreement.

21. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

22. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

23. NO WAIVER. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

24. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

25. DRAFTING AMBIGUITIES. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

26. LEGAL FEES. In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortuous conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

27. CONFLICTS BETWEEN TERMS. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

28. EXHIBITS INCORPORATED. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

29. SIGNING AUTHORITY. The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees

to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF DEL MAR,
a municipal corporation

[CONSULTANT]

By: _____
Ashley Jones, City Manager

By: _____
Name, Title

ATTEST:

Sarah Krietor, Administrative Services
Manager and City Clerk

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

EXHIBIT "A" **SCOPE OF SERVICES**

A. Legislative Advocacy Services

The consultant shall provide the City of Del Mar with state and federal legislative advocacy services that are further described, but not limited to, as follows:

- **Develop Legislative Strategy:** Consultant shall coordinate with the City of Del Mar to implement the City's Legislative Policy Guidelines in Sacramento and Washington, DC. The legislative advocacy strategy will be shared with key stakeholders in the State Legislature and Governor's Administration, as well as Congress and the Presidential Administration.
- **Implement Legislative Policy Guidelines:** Consultant shall advocate for the City of Del Mar's legislative agenda utilizing the following methods:
 - **Build and Strengthen Relevant Relationships:** Consultant must have a network of valuable relationships that can be leveraged to promote Del Mar's legislative agenda.
 - **Leverage Relationships for Strategic Advocacy Plan:** Consultant shall engage various techniques to leverage their network of key relationships on behalf of the City of Del Mar through:
 - Meetings for Del Mar to discuss relevant legislation;
 - Prepare all briefing materials and talking points for the City;
 - Brief legislative offices and stakeholders on Del Mar's legislative agenda; and
 - Follow-up on meetings to ensure commitments and deliverables are being met.
 - **Coordinate Advocacy Trips:** Consultant shall work with the City to coordinate advocacy trips to Sacramento and Washington, DC to meet with the City's legislative delegations, as well as legislators that serve on committees relevant to Del Mar's agenda. Furthermore, whenever possible, consultant will schedule site visits by legislators to the City of Del Mar.
 - **Track Legislation:** Consultant shall identify, analyze, and monitor all bill introductions and amendments relevant to the City's Legislative Policy Guidelines and assess their potential impact on the city.
 - **Craft Testimony and Position Letters:** Consultant shall prepare and submit written and verbal testimony regarding legislation relevant to the City. Consultant will also draft and deliver position letters to

legislators and key officials on specific bill language.

- **Draft Bill Language:** Consultant shall draft language and amendments for relevant legislation, as required to protect and promote the City's legislative agenda.
- **State Budget Funding:** To maximize state funding, consultant shall work with the City to identify projects and other funding priorities that may be suitable for funding through the State Budget. Consultant shall coordinate with the City to develop supporting materials for the budget request. Consultant shall also work with members of the City's state legislation delegations, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget.
- **Federal Appropriations:** To maximize federal funding, consultant shall work with the City to identify projects and other funding priorities that may be suitable for funding through the federal appropriations process. Consultant shall coordinate with the City to develop supporting materials for the earmark request. Consultant shall also work with members of the City's federal legislation delegations to gain support for the inclusion of the City's project.
- **Provide Progress Reports:** Consultant shall regularly confer and provide timely electronic reports on the status of all legislative activity, including bill language, amendments, and committee analyses. In addition to written reports, consultant will be required to be available to the City for conference call, briefings, and meetings.
- **Prepare and File Lobbying Disclosure Reports:** Consultant shall prepare and file, on behalf of the City, all applicable state and federal lobbying disclosure reports.

B. As-needed Grant Writing Services (Optional)

Consultant may be called on to provide on-call as needed grant writing services utilizing the following strategic and comprehensive approach:

- **Identify, Research, and Monitor Grant Funding Opportunities:** Consultant shall utilize list-serve subscription programs, funding workshops, agency canvassing, and other tactics to identify grant opportunities. Consultant will share these opportunities with the City for further assessment and determination if grant writing services are required.
- **Grant Application Development and Submittal:** Consultant will develop, draft, submit, and follow up on each grant application through the following process:

- **Establishment of Clear Accountabilities:** Consultant shall coordinate with the City to ensure the assignment of responsibilities and tasks are clear and the City is burdened as little as possible while consultant pursues the grant opportunity.
- **Provide Overview of Full Application Requirements:** For each grant application, consultant shall provide the City with a detailed overview of the requirements for the grant program and corresponding application to ensure the grant is a strong fit for the City. This should include:
 - Application timeline;
 - Eligible project types;
 - Funding availability and award minimums and maximums; and
 - List of application components, including proposal questions and any required attachments.
- **Assemble Project Background and Details:** Consultant shall conduct detailed informational interviews with relevant city staff involved in each project to gain full understanding of the project background and scope details necessary for developing the grant proposal and any application questions.
- **Coordinate Technical Project Details:** For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, consultant shall coordinate with City staff to compile all necessary attachments and ensure consistency across all elements of the application.
- **Draft Written Proposal:** Consultant shall fully draft all narrative components of the application and, when applicable, indicate where additional input or project details from the City will need to be provided during the proposal review process.
- **Incorporate Feedback to Finalize Proposal:** Consultant shall provide the City with a full draft for review and feedback. Consultant shall then incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain approval for final version of the application prior to submission.
- **Submit Completed Application:** Consultant shall ensure that applications are submitted prior to the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, consultant will print and package applications according to submission instructions and will ship applications through a reliable carrier service in order to provide the City with tracking and delivery confirmation for the application. Consultant shall also obtain a receipt for proof of submission and provide the City with all final copies of

submitted application documents.

- **Funding Advocacy:** Throughout the grant application process, consultant shall leverage relationships with relevant officials and program officers in various funding agencies to ensure the City's grant applications are aligned with the goals of the specific grant program and the application is well-positioned for funding.
- **Post-Grant Submittal Advocacy:** Consultant shall frequently contact legislators and agency officials to follow up on the status of grant applications and promote its need and urgency. This included drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, consultant will work with legislators to reach out to granting agencies to provide background on the City's projects to convey support for relevant projects.

EXHIBIT "B"
FEE SCHEDULE

[To be Inserted]