

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
TOWNSEND PUBLIC AFFAIRS  
FOR  
FEDERAL LOBBYIST SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and Townsend Public Affairs, a California corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide Federal Lobbying Services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Heather Stratman, who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on FEBRUARY 17, 2015 (the "Commencement Date"). This Agreement automatically terminates one (1) year from the Commencement Date, with a one-year option to renew, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than one (1) year from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT a fee, including all costs and expenses, not to exceed Two Thousand Dollars (\$2,000.00.) per month.

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "A."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit. The provisions noted above do not apply to review documentation and/or review working papers. Copies of the review documentation and/or review working papers shall be available to CITY even subsequent to the termination of this Agreement, provided such disclosure does not undermine the independence or the validity of the review process.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged

negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however, an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not affect CONSULTANT's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days'

prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished

and unfinished documents, exhibits, reports and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT. The provisions noted above do not apply to review documentation and/or review working papers. Copies of the review documentation and/or review working papers shall be available to CITY even subsequent to the termination of this Agreement, provided such disclosure does not undermine the independence or the validity of the review process.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1

hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: Teri Baker  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

Townsend Public Affairs  
Attn: Chrysten Davis  
1401 Dove Street, Suite 330  
Newport Beach, CA 92660

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret,

define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the *United States Code* regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,  
TOWNSEND PUBLIC AFFAIRS.

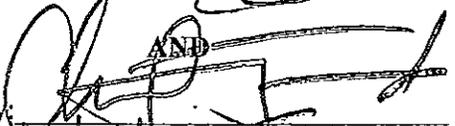
CITY OF HUNTINGTON BEACH,  
a municipal corporation of the State of California

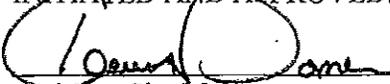
By:   
Christopher Townsend  
print name

\_\_\_\_\_  
Mayor

ITS: (circle one) Chairman/President/Vice President

\_\_\_\_\_  
City Clerk

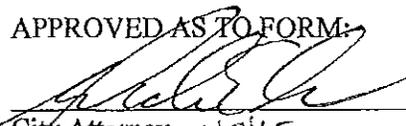
By:   
Christopher Townsend  
print name

INITIATED AND APPROVED:  
  
\_\_\_\_\_  
Assistant City Manager

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

REVIEWED AND APPROVED:  
\_\_\_\_\_  
City Manager

COUNTERPART

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney 2/11/15

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,  
TOWNSEND PUBLIC AFFAIRS

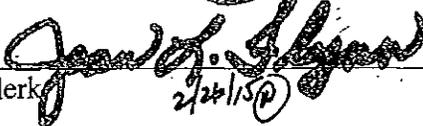
CITY OF HUNTINGTON BEACH,  
a municipal corporation of the State of California

By: \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

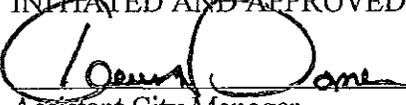
print name

ITS: (circle one) Chairman/President/Vice President

  
\_\_\_\_\_  
City Clerk 2/24/15

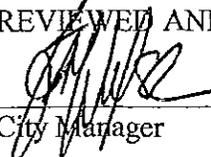
AND

By: \_\_\_\_\_

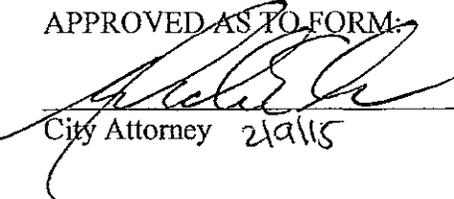
INITIATED AND APPROVED:  
  
\_\_\_\_\_  
Assistant City Manager

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

REVIEWED AND APPROVED:  
  
\_\_\_\_\_  
City Manager

**COUNTERPART**

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney 2/24/15

# EXHIBIT "A"

TOWNSEND

PUBLIC AFFAIRS

EST. TPA 1998

[WWW.TOWNSENDPA.COM](http://WWW.TOWNSENDPA.COM)

SACRAMENTO • WASHINGTON, DC  
SOUTHERN CALIFORNIA • NORTHERN CALIFORNIA



Proposal for  
Federal Advocacy Services

January 12, 2015

## Letter of Transmittal

January 12, 2015

Fred Wilson  
City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648

**RE: Proposal for Federal Advocacy Services for the City of Huntington Beach**

Dear Mr. Wilson,

Thank you for the opportunity to provide you with information about the scope of services Townsend Public Affairs, Inc. ("TPA") can offer the City of Huntington Beach ("CITY"). We have been proud to represent the City in Sacramento for the last year, and would be honored to advocate on your behalf in Washington DC. I have attached an outline of our proposed Scope of Services.

TPA prides itself on providing the experience, resources, and political network expected from a premiere advocacy firm while also giving each client the unique brand of customer service they deserve: personal attention, accessibility and passion for their mission. TPA is comprised of a dedicated team of professionals strategically located in offices in Sacramento, Washington D.C., Northern California, and Southern California. TPA utilizes a proven strategy and protocol for managing client advocacy that would be tailored to reflect the unique strengths and challenges of the City. The long-term goal of our comprehensive approach to integrated governmental advocacy is to establish meaningful, knowledgeable, and lasting relationships on behalf of the City of Huntington Beach that will enable the successful pursuit of your legislative and funding matters.

With particular respect to the special needs of the City, TPA has a record of service that has generated significant legislative successes and project funding for our clients. Our ability to **pass dozens of client sponsored legislation into law and secure over \$900 Million in funding for clients** is a result of our expertise in numerous policy areas.

Again, thank you for your consideration of our firm as we would be proud and honored to represent the City of Huntington Beach in Washington DC. Please contact me if you have any questions or need additional information.

Yours truly,



Christopher Townsend  
President

## Cost of Services

TPA will carry out the City's desired Scope of Services through actions prescribed below. These actions are subject to change based on executive branch and congressional policy and political changes.

### **ADVOCATE FOR THE CITY'S POSITION**

TPA will advocate for the City's position on legislative bills and regulatory matters of interest that are consistent with the City's federal priorities. TPA will also work to incorporate these policy positions in the City's legislative platform. TPA will advise the City on recommended legislative action and coordination with federal officials, members of Congress and congressional staff. TPA will advocate in partnership with the City on legislative, regulatory, and programmatic matters of interest through direct contact with congressional leadership and the Obama Administration. TPA staff is equipped with the skills and extensive network of relationships that allow the City's position to be shared with the appropriate targeted federal audience. This advocacy will occur in consultation with the City and through discussions with federal officials and congressional aides, drafting of position letters, and in person advocacy by TPA and the City staff when required. This will occur through discussion with our extensive network through Capitol Hill and the executive branch and by sending position letters from the City to their Congressional Delegation and other targeted members of Congress. Additionally, if necessary, advocacy trips may be utilized to have the City representatives share their position with the most critical decision makers.

### **IDENTIFY FEDERAL LEGISLATION AND PROPOSED REGULATORY CHANGES**

TPA will identify federal legislation and proposed regulatory changes that may impact the City. TPA utilizes the most comprehensive web-based information service to access rich data, in-depth analysis, news, directories, integrated analytical tools, and real-time legislative information as well as leverage relationships with congressional aides regarding policy and regulations to keep ahead of the curve on its political and legislative advocacy strategy.

### **MAINTAIN AND DEVELOP RELATIONSHIPS**

TPA maintains close relationships with members and staff of the California Congressional Delegation. In particular with Senator Dianne Feinstein, Senator Barbara Boxer, and the Orange County Congressional Delegation that includes City representative, Congressman Dana Rohrabacher. TPA will work closely with contacts where we have preexisting relationship, in addition to establishing further relevant alliances with stakeholders and other identified key individuals who will benefit the City. These close relationships with key representatives, congressional staff, executive branch officials, and the Obama Administration political appointees allow TPA staff to advance the position of the City and give the most helpful guidance and advice to the City on legislative strategy and grant opportunities.

### **PROVIDE PROFESSIONAL REPRESENTATION**

TPA will represent the City in legislative and regulatory matters of interest through direct contact with congressional members and staff, administration officials, regulatory agencies, Governor Jerry Brown's Washington DC office and associations including U.S.



Conference of Mayors, and National League of Cities. TPA will use its extensive network of relationships and contacts to make the City's presence known on Capitol Hill. TPA attends meetings, professional and networking events, committee hearings, speeches, and educational forums to gain greater understanding of issues and maintain a professional presence on behalf of the City.

#### **PROVIDE STRATEGIC ADVICE**

TPA will provide strategic advice, review and comment on the development of supporting documents and briefing materials for the City, including talking points, briefing books, information sheets, and letters from the City officials. The development of this information will occur through various means including phone calls, email, written updates and in person meetings. City goals and objectives in meeting planned priorities will be utilized to help develop this information. This information will be enhanced by the knowledge that TPA staff has of the political landscape and priorities of Congress and the Administration and subject matter expertise that the collective TPA team maintains.

#### **COORDINATE FEDERAL AND STATE AFFAIRS PROGRAM**

TPA will develop and implement appropriate strategies for coordinating the City federal lobbying activities with its state affairs program. TPA currently provides coordinated state and federal advocacy to 30 municipal clients in California. With a real understanding of politics and government affairs at *both* the federal and state level TPA is expertly positioned to prepare an advocacy plan that is complimentary of the City's state efforts. TPA is one of only a handful of firms that successfully conduct advocacy in Washington, DC *and* on a state level based on our team approach that includes strong communication and coordination of advocacy efforts between our state and federal offices. Specifically to Huntington Beach, our team offers experience working with the Huntington Beach Congressional Delegation on a number of federal issues.

#### **IDENTIFICATION AND CRAFTING OF FEDERAL GRANT OPPORTUNITIES**

TPA will monitor the release of grants and notify the City of relevant opportunities in a grant summary memo as well as email notifications. Additionally, TPA has developed relationships with federal department and agency staff that allow for timely notification of grant openings and access to support regarding existing or unsuccessful grant applications. Many staff contacts work closely with TPA to ensure our clients are aware of how to produce the best possible applications. TPA will be available to identify opportunities and will facilitate the grant writing and application process. TPA is available to assist in developing, writing and crafting applications to secure federal funding. Additionally, TPA will connect with members of Congress to obtain letters of support and any other resources useful to advocate on the City's behalf to secure funding.

Description of Services	Monthly Fee
<b>Federal Advocacy Services</b>	<b>\$2,000 per month</b>
<ul style="list-style-type: none"> <li>• Conduct In-Depth Orientation</li> </ul>	Included
<ul style="list-style-type: none"> <li>• Develop Legislative Platform and Strategy</li> </ul>	Included
<ul style="list-style-type: none"> <li>• Identify, Review, Analyze, and Track Legislation</li> </ul>	Included
<ul style="list-style-type: none"> <li>• Advocate the City's Position</li> </ul>	Included
<ul style="list-style-type: none"> <li>• Provide Professional Representation</li> </ul>	Included
<ul style="list-style-type: none"> <li>• Strengthen and Maintain Relationships with key Legislators and Other Organizations</li> </ul>	Included
<ul style="list-style-type: none"> <li>• Identify and Facilitate Funding Opportunities</li> </ul>	Included
<ul style="list-style-type: none"> <li>• Provide Status Reports</li> </ul>	Included
<ul style="list-style-type: none"> <li>• Prepare and File All Required Reports</li> </ul>	Included
<p><i>The monthly fee includes all normal business expenses, materials, and travel costs</i></p>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2014

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

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

<b>PRODUCER</b> Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612  www.edgewoodins.com	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (949) 263-0606      FAX (A/C, No): (949) 263-0906 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B: West American Insurance Company</td> <td>44393</td> </tr> <tr> <td>INSURER C: American Fire and Casualty Company</td> <td>24066</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: West American Insurance Company	44393	INSURER C: American Fire and Casualty Company	24066	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Ohio Security Insurance Company	24082														
INSURER B: West American Insurance Company	44393														
INSURER C: American Fire and Casualty Company	24066														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** 21458613      **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	ADDITIONAL INSURED	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	BKS1556221809	8/31/2014	8/31/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAW1556221809	8/31/2014	8/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		ESA1556221809	8/31/2014	8/31/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Products & Comp Ops \$ 3,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	<b>APPROVED AS TO FORM</b>			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
By: <i>[Signature]</i> 2/11/2015 <b>Michael Gates, City Attorney</b>						

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

10 Day notice of cancellation for non payment /30 Day notice of cancellation for all other. This notice will be sent in the event of company election. The Certificate holder is named as Additional Insured with respects general liability policy limits.

<b>CERTIFICATE HOLDER</b>  City of Huntington Beach 2000 Main Street Huntington Beach CA 92648	<b>CANCELLATION</b>  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 <i>[Signature]</i> John P. Pitchess
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Edgewood Partners Insurance Center (EPIC)		NAMED INSURED Townsend Public Affairs, Inc 1401 Dove Street, Suite 330 Newport Beach CA 92660	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

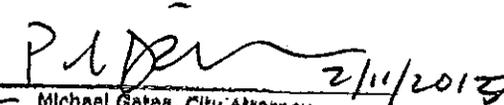
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (01/14)

CERTIFICATE HOLDER: City of Huntington Beach  
ADDRESS: 2000 Main Street Huntington Beach CA 92648

The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as Additional Insured per attached endorsement as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City,

**APPROVED AS TO FORM**

By:  2/11/2015  
Michael Gates, City Attorney

POLICY NUMBER: BKS1556221809

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Huntington Beach  2000 Main Street Huntington Beach CA 92648	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**APPROVED AS TO FORM**

By: P. Gates 2/11/2015  
Michael Gates, City Attorney

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**PRIMARY AND NONCONTRIBUTORY –**  
**OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**APPROVED AS TO FORM**

By: *Michael Gates* 2/11/2015  
for Michael Gates, City Attorney

Policy # BKS1556221809

COMMERCIAL GENERAL LIABILITY

CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:

--	--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**APPROVED AS TO FORM**

CG 24 04 10 93

© Insurance Services Office, Inc., 1992

By: Michael Gates 2/11/2015  
Michael Gates, City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2014

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

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

<b>PRODUCER</b> Bannister & Associates Insurance Agency Inc. CA License #0691071 305 17th Street Huntington Beach CA 92648-4209		<b>CONTACT NAME:</b> Rich Higgins <b>PHONE (A/C No. Ext.):</b> (714) 536-6086 <b>FAX (A/C No.):</b> (714) 536-4054 <b>E-MAIL ADDRESS:</b> rich@bal-ins.com	
<b>INSURED</b> Townsend Public Affairs, Inc. 1401 Dove Street, Suite 330 Newport Beach CA 92660		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Axis Surplus Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTIONS</b> <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b>		ECN000036191401 Retroactive date: 7/31/02	7/31/2014	7/31/2015	Limit (each act/tot'l limit): \$ 1,000,000 Retention (each wrongful act): \$ 5,000

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

**APPROVED AS TO FORM**  
By: *Michael Gates* 2/11/2015  
Michael Gates, City Attorney

<b>CERTIFICATE HOLDER</b> City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	<b>CANCELLATION</b> 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 Richard Higgins/RICH <i>Richard Higgins</i>
---	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/02/2014

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

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

<b>PRODUCER</b>  PAYCHEX INS AGENCY INC 150 SAWGRASS DR ROCHESTER, NY 14620 (877) 362-6785	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 362-6785      FAX (A/C, No): (877) 677-0447 E-MAIL ADDRESS: paychex@travelers.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> TOWNSEND PUBLIC AFFAIRS INC 1401 DOVE STREET, SUITE 330 NEWPORT BEACH, CA 92660	<b>INSURER A:</b> TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 590938043221633      **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	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	<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 \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4E415689-14	03/31/2014	03/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

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

**APPROVED AS TO FORM**  
By: *Michael Gates* 2/11/2015  
Michael Gates, City Attorney

<b>CERTIFICATE HOLDER</b>  CITY OF HUNTINGTON BEACH 2000 MAIN STREET HUNTINGTON BEACH, CA 92648	<b>CANCELLATION</b>  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 <i>Mary J. Swan</i>
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.