

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF HUNTINGTON BEACH AND  
TOWNSEND PUBLIC AFFAIRS  
FOR  
STATE LOBBYIST SERVICES

THIS AMENDMENT NO. 1 is made and entered into the 17<sup>TH</sup> day of FEBRUARY, 2015, 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 and Consultant are parties to that certain agreement, dated March 17, 2014, entitled "Professional Services Contract Between the City of Huntington Beach and Townsend Public Affairs For State Lobbyist Services," which agreement shall hereinafter be referred to as the "Original Agreement," and

Since its execution, City and Consultant wish to amend the Original Agreement to reflect an additional two years to the Term, and

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. ADDITIONAL TERM

Section 3 of the Original Agreement entitled "TERM; TIME OF PERFORMANCE," is hereby amended to read as follows:

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on March 17, 2015 (the "Commencement Date"). This Agreement shall automatically terminate two (2) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than two (2) years 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.

2. COMPENSATION

Section 4 of the Original Agreement entitled "COMPENSATION," is hereby amended to read as follows:

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in Exhibit "B," which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed the Original Agreement amount of Forty-Eight Thousand Dollars (\$48,000) and the additional two-year amount of Ninety-Six Thousand Dollars (\$96,000) for a total of One Hundred Forty-Four Thousand Dollars (\$144,000).

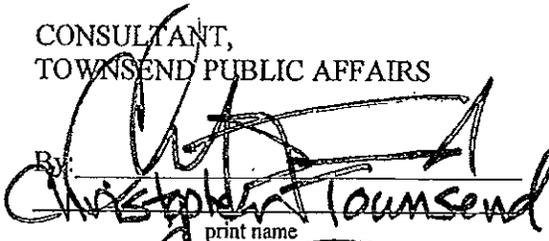
3. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first above written.

CONSULTANT,  
TOWNSEND PUBLIC AFFAIRS

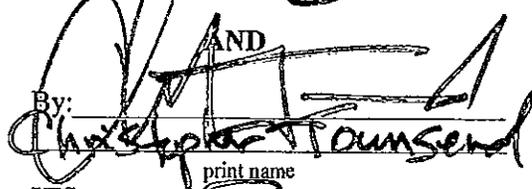
CITY OF HUNTINGTON BEACH,  
a municipal corporation of the State of California

By:   
print name

\_\_\_\_\_  
Mayor

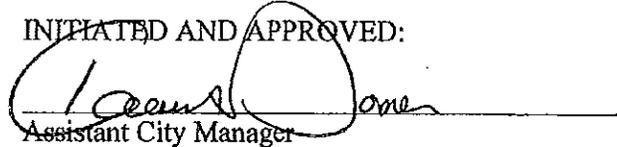
ITS: (circle one) Chairman  President  Vice President

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

AND  
By:   
print name

INITIATED AND APPROVED:

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

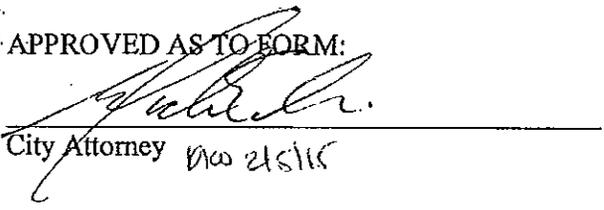
  
Assistant City Manager

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

**COUNTERPART**

APPROVED AS TO FORM:

  
City Attorney *Nov 21 2015*

CONSULTANT,  
TOWNSEND PUBLIC AFFAIRS

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

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

print name

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

AND

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

print name

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

**COUNTERPART**

\_\_\_\_\_  
Mayor

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

INITIATED AND APPROVED:

\_\_\_\_\_  
Assistant City Manager

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# EXHIBIT "A"

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
TOWNSEND PUBLIC AFFAIRS  
FOR  
STATE 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 State 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 MARCH 17, 2014 (the "Commencement Date"). This Agreement shall automatically terminate one (1) year from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in Exhibit "A" shall be completed no later than 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 on a time and materials basis at the rates specified in Exhibit "B," which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Forty Eight Thousand Dollars (\$48,000).

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 "B."

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.

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. shall 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, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

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 I 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 nonprevailing 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 Council.

This Agreement shall expire when terminated as provided herein.

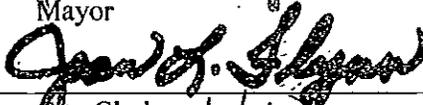
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

Townsend Public Affairs  
COMPANY NAME

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

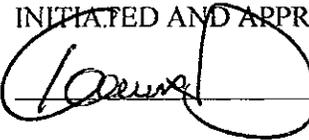
By:   
President  
print name

  
Mayor  
  
City Clerk 3/21/14

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

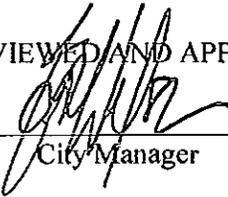
INITIATED AND APPROVED:

AND  
By:   
Secretary  
print name

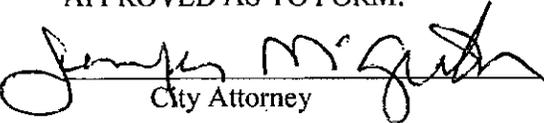
 

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

REVIEWED AND APPROVED:

  
City Manager

APPROVED AS TO FORM:

  
City Attorney

## EXHIBIT "A"

### STATEMENT OF WORK: (Narrative of work to be performed)

#### Objective 1: Strategy Development

**On-boarding:** TPA will work with City Council, City Manager and designated staff in order to obtain a thorough understanding of the City's priorities, goals and opportunities.

#### Objective 2: Engage in the Legislative Process to Advance and Protect the City's Interests.

**Legislative Platform and Strategy:** TPA will work with the City staff to develop and advocate on behalf of the City's state legislative priorities as identified by the City's annual Legislative Program.

**Legislative Analysis:** TPA will work with the City Council, City Manager and designated staff to develop general or special legislation in alignment with the City's adopted Legislative Program.

TPA will analyze state legislation and proposed regulatory changes that may impact the City and work with staff to advocate the City's positions, as necessary.

**Legislation Review:** TPA will review all proposed, introduced and amended legislation, and proposed and adopted administrative rules and regulations, to determine its impact on the City, and recommend positions to be taken on the legislation.

**Draft Legislation and Amendments:** TPA will draft and assist in the drafting of proposed legislation and amendments, as necessary.

**Professional Representation:** TPA will lobby for the City's position on legislative and regulatory matters of interest, through direct contact with state legislators. TPA will coordinate testimony on behalf of the City at legislative hearings before state legislative and budget committees as well as administrative agencies, as necessary.

#### Objective 3: Secure Funding for City Projects

**Funding Strategy:** TPA will identify and aggressively act to obtain funding for the City's projects. TPA will monitor and facilitate the progress of funding/grant applications through state departments and agencies in order to assist the City.

#### Objective 4: Foster Relationships that Get Things Done

**Relationships with the Governor and the Legislature:** TPA maintains strong working relationships with the Governor, state agencies, and legislature. TPA will work to establish and

maintain effective working relationships among legislative committees, individual legislators, public officials, and business organizations directly effecting the City.

**Relationships with Other Organizations:** TPA will continuously coordinate and cooperate with other organizations and firms having similar legislative objectives as the City.

**Advocacy Trips:** Upon request, TPA will organize trips for the City in Sacramento including scheduling meetings and preparing briefing materials.

#### **Objective 5: Work as an Extension of the City Staff**

**Communication Protocol:** TPA will develop and execute a protocol for regular formal and informal communication matching the City's needs. Consistent and clear communication is imperative to coordinate and execute a robust advocacy agenda.

**Meet with City Officials:** TPA will participate in regular planning and coordination meetings with City staff as requested.

**Provide Status Reports:** TPA will provide written monthly updates on the firm's achievements on behalf of the City. This includes, but is not limited to, providing a legislative matrix and funding opportunities. TPA will also submit an annual report giving an overview of the work completed and a forecast of important issues in the upcoming year.

**Prepare and File All Required Reports:** TPA will prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines.

#### **STRATEGY**

TPA is committed to providing a tailored legislative and funding advocacy strategy that is specifically designed to meet the City's priority needs and achieve results.

##### ***Strategic Action Plan Development***

TPA will create a strategic action plan for the City and develop a legislative platform reflecting the City's concerns and priorities to provide direction for proactive and reactive legislative strategies. The legislative platform will be updated regularly to take into consideration the changing priorities of City, as well as the changing policy priorities and opportunities in Sacramento.

TPA will construct and provide a legislative matrix to track bills that affect City's legislative platform and align them with strategies to achieve established policy goals. In addition, a funding matrix will be included in the action plan, which identifies potential programs and funding sources for City's priority projects along with key dates and actions items.

### ***Strategic Action Plan Implementation***

TPA will direct and utilize TPA resources to implement the City's strategic action plan. In implementing the plan, TPA will review legislation and regulations to determine potential beneficial or adverse impacts to City and recommend appropriate responses. As legislation is targeted, TPA will monitor, analyze, and report on selected legislation, in addition to legislative and agency hearings, that have an impact on City's priorities.

TPA will also facilitate and embody City's position on the selected legislation, and manage City sponsored legislation by: proposing legislative amendments, drafting language, securing authors and co-authors, and shepherding the bill through the legislative process to a successful conclusion.

TPA is prepared to facilitate participation of City representatives in the legislative process, by arranging and preparing legislative testimony, participating in informational hearings as expert witnesses, and coordinating meetings and written communications with legislators and agency officials.

Additionally, TPA will coordinate, build, and leverage coalitions with other agencies, interest groups, and California stakeholders with similar legislative needs in order to advance mutual priorities.

### **LEGISLATIVE STRATEGY AND METHODOLOGY**

TPA's strategy and methodology will include developing a legislative agenda; tracking state activities of interest; developing appropriate materials for meetings and maintaining records; planning, scheduling and executing state advocacy trips; and overseeing state lobbying registrations.

When developing a legislative agenda, TPA will identify issue areas drawing on identified City priorities and then target elected representatives and key decision-makers. TPA will outline a timetable for a creative, diverse legislative agenda that will lead to formulating a strategy, assigning responsibilities, and identifying benchmarks. TPA will then track state activities of interest by interacting and maintaining regular contact with elected officials, committees and their staff. TPA will inform and work with senior officials at selected state agencies and relevant community organizations to build support for sponsored legislation. TPA will utilize a proactive approach to intercept legislative and/or policy opportunities in advance and target and monitor selected hearings and committees as they relate to City issues. As it pertains to City and potential conflict of interests, TPA will move immediate with full disclosure protocols to inform the client and will absorb the cost of hiring a sub-vendor to work through any conflict of interest that may arise.

In order to prepare for meetings and maintain records, TPA will prepare agendas, memos, and talking points for calls, meetings, and correspondence. TPA will develop relevant support materials, including associated research, and provide regular updates regarding advocacy and public policy activities. Summary reports are provided and TPA will be available for in-person briefing(s), as requested.

TPA also arranges state advocacy trips in which issues and projects that would benefit from in person meetings are identified, coupled with appropriate personnel and stakeholders to educate about the issues. TPA will schedule and attend meetings with City representatives and develop briefing materials as necessary regarding City issues. TPA will also provide follow-up on all matters of interest to the City.

Finally, TPA will provide additional deliverables by way of: Monthly status and activity reports, verbal and written reports to City as needed, and monthly legislative tracking matrix updates. TPA's strategy and methodology will include the following steps:

#### **Develop a Legislative Agenda**

- Identify issue areas drawing on identified City priorities
- Target elected representatives and key decision-makers
- Outline a timetable for a creative, diverse legislative agenda
- Formulate strategy
- Assign responsibilities
- Identify benchmarks

#### **Track State Activities of Interest**

- Interact with elected officials and their staff
- Monitor selected hearings and committees
- Regular contact with committee staff
- Interact with senior officials at selected state agencies
- Intercept legislative and/or policy opportunities in advance
- Inform relevant community organizations to build support for sponsored legislation

#### **Develop Appropriate Materials for Meetings and Maintain Records**

- Prepare agendas, memos, and talking points for calls, meetings, and correspondence
- Develop relevant support materials, including associated research
- Provide regular updates regarding advocacy and public policy activities
- Provide summary reports
- Be available for in-person briefing(s), as requested

#### **Plan, Schedule and Execute State Advocacy Trips**

- Identify issues and projects that would benefit from in-person meetings
- Identify appropriate personnel and stakeholders to educate about issues
- Schedule meetings regarding City issues
- Develop briefing materials, as necessary, on City issues
- Attend meetings with City representatives
- Provide follow-up on all matters of interest to the City

**Oversee State Lobbying Registrations**

Complete all state lobbying registrations and reporting requirements, including processing all registrations required by the California Secretary of State.

**Additional Deliverables**

Monthly status and activity reports  
Verbal and written reports to the City Council as needed  
Monthly Legislative Matrix updates  
Legislative Letters related to the City's position as needed  
Legislative Analysis Papers as needed

**FUNDING CONSULTING SERVICES STRATEGY AND METHODOLOGY**

When working with City on grant consulting, TPA will develop a project funding agenda inclusive of: the identification of projects and programs of priority to City, grouping of projects into flexible nodes for future funding, outlining multiple funding options for each project and program, development of a comprehensive timeline for individual projects, coordination of City's priorities with those of key decision makers, development of clear tracking mechanisms for City projects, assignment of responsibilities, and identification of benchmarks.

TPA will work directly with City to compile information, materials and details on the different projects that City is positioning for funding. Once information is gathered, TPA will compose, compile and finalize grant proposals for submission while working to obtain written approval and City approval for all grant applications. TPA will serve as a liaison between City and agencies by utilizing strong relationships with officials among the various state agencies and departments to ensure that City's application(s) are aligned with the goals of the specific grant and that the applications are well-crafted and well-positioned for funding. As always, TPA works with key legislators and staff members to ensure their support for the project applications and will also ensure that City responds to any follow up questions from agencies or departments regarding City's application(s).

Client communication and coordination are critical to successful grant writing services. The key is to ensure that communications are ongoing, and TPA does this as a matter of practice. In order to maximize effectiveness, open and clear communication is essential. TPA is readily available for clients, on an advisory or responsive basis and will work closely with City staff to ensure that all information for the grant applications is received in a timely manner, and that the application is successfully submitted by deadlines. TPA provides regular updates on the evaluation process until the announcement of the awards. These updates can be hand written,

emails or in person reports to City-staff. Additionally, City will receive monthly status and activity reports, verbal and written reports to City staff as needed, monthly legislative matrix updates, and legislative letters related to City's position as needed, and legislative analysis papers as needed.

TPA's strategy and methodology will include the following steps:

**Develop a Project Funding Agenda**

Identify projects and programs of priority to the City

Group projects into flexible nodes for available and future funding

Outline multiple funding options for each project and program

Develop a comprehensive timeline for individual projects

Coordinate the City's priorities with those of state decision makers

Develop clear tracking mechanisms for projects, City-wide

Assign responsibilities

Identify benchmarks

Work directly with the City to compile information, materials and details on the different projects that the City is positioning for funding under specific programs.

Compose, compile and finalize grant proposals for submission.

Work to obtain written approval and City Council approval for all grant applications.

Serve as a liaison between the City and agencies

Utilize our strong relationships with officials among the various state agencies and departments to ensure that the City's application(s) are aligned with the goals of the specific grant and that the applications are well-crafted and well-positioned for funding.

Ensure that the City responds to any follow up questions from agencies or departments regarding the City's application(s)

Work with key legislators and staff members to ensure their support for the project applications.

Provide regular updates on the evaluation process until the announcement of the awards. These updates can be hand written, emails or in person reports to city staff, city administration and/or the City Council.

**Additional Deliverables**

- Monthly status and activity reports
- Verbal and written reports to the City Council as needed
- Monthly Grant Tracking Matrix updates
- Grant Summaries as needed
- Grant Writing Services as needed

CONSULTANTS DUTIES AND RESPONSIBILITIES:

TPA is a government relations firm that provides federal, state, and local advocacy services to public agencies, non-profit organizations, and companies that aim to improve their communities through policy navigation in a variety of areas including, but not limited to: clean energy, the dissolution of Redevelopment, public safety, employee's relations and workers compensation, funding and support for libraries and education, transportation, and water. With a far-reaching background, TPA's broad scope of work has allowed for an adaptive approach that will cater directly to the City's needs related to state legislative affairs, administration affairs, and grant monitoring and writing.

CITY'S DUTIES AND RESPONSIBILITIES:

- Provide prompt communication on essential needs related to City interests.
- Make available to Townsend Public Affairs, currently existing documents, data or information required for the performance of services.
- Designate a representative authorized to act on behalf of the City.
- Promptly examine and render findings on all documents submitted for staff review by Townsend Public Affairs.

WORK PROGRAM/PROJECT SCHEDULE:

TBD

## EXHIBIT "B"

### Payment Schedule (Fixed Fee Payment)

-Monthly retainer of \$4,000

-Annual contract amount not to exceed \$48,000

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.
2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/3/2014

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> 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@bai-ins.com	
<b>INSURED</b> Townsend Public Affairs, Inc. 1401 Dove Street, Suite 330 Newport Beach CA 92660	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Axis Surplus Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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	ADULT SUBR INSR WVD	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 - COMPROP 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b>		ECN000036191301 Retroactive date: 7/31/02	7/31/2013	7/31/2014	Limit (each act/total 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)

<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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Richard Higgins/RICH <i>RAH J 2014</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2014

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

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

PRODUCER <b>STATE FARM INSURANCE</b> <b>JOHN MONSON AGENT</b>  <b>30131 TOWN CENTER DRIVE SUITE 275</b> <b>LAGUNA NIGUEL, CA 92677</b>	CONTACT NAME: <b>JOHN MONSON</b> PHONE (A/C No. Ext): <b>949-495-2515</b> E-MAIL ADDRESS: <b>JOHN@JOHNMONSON.NET</b>	FAX (A/C No.): <b>949-495-1751</b>	
	INSURER(S) AFFORDING COVERAGE <b>INSURER A: State Farm Mutual Automobile Insurance Company</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		NAIC # <b>25178</b>
INSURED <b>TOWNSEND, CHRISTOPHER J</b> <b>2699 WHITE RD STE 251</b> <b>IRVINE CA 92614-4288</b>			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL (SUBR) INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<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 - COMP/DP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		284 1322-E07-75F	11/07/2013	05/07/2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

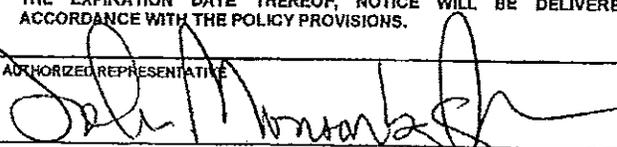
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

12 BMW 750L VIN# WBAK88C56CC964966

**CERTIFICATE HOLDER****CANCELLATION**
 City of Huntington Beach  
 2000 Main Street  
 Huntington Beach, CA 92648

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2014

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.

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PRODUCER Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612	CONTACT NAME:	
	PHONE (A/C, Ho, Ext): (949) 263-0606	FAX (A/C, No): (949) 263-0906
www.edgewoodins.com	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Townsend Public Affairs, Inc 1401 Dove Street, Suite 330 Newport Beach CA 92660	INSURER A: Maryland Casualty Company	NAIC # 19356
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 19411068

REVISION NUMBER:

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

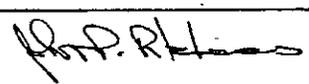
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	PPS05312733	8/31/2013	8/31/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	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		PPS05312733	8/31/2013	8/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEO <input checked="" type="checkbox"/> RETENTION \$0		PPS05312733	8/31/2013	8/31/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products & Comp Ops \$ 5,000,000
	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 <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employment Practices Liability		PPS05312733	8/31/2013	8/31/2014	\$100,000 Deductible: \$2,500

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.

## CERTIFICATE HOLDER

## CANCELLATION

City of Huntington Beach 2000 Main Street Huntington Beach CA 92648	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  John P. Pilchess

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ACORD 25 (2014/01)

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POLICY NUMBER: PPS05312733

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.



**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.

Policy # PPS05312733  
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.

CG 24 04 10 93

© Insurance Services Office, Inc., 1992



# City of Huntington Beach

2000 Main Street ♦ Huntington Beach, CA 92648

(714) 536-5227 ♦ [www.huntingtonbeachca.gov](http://www.huntingtonbeachca.gov)

---

**Office of the City Clerk**

Joan L. Flynn, City Clerk

March 21, 2014

Townsend Public Affairs  
Attn: Chrysten Davis  
1401 Dove St., Ste. 330  
Newport Beach, CA 92660

Dear Ms. Davis:

Enclosed for your records are two originals of the "Professional Services Contract Between the City of Huntington Beach and Townsend Public Affairs for State Lobbyist Services."

Sincerely,

Joan L. Flynn, CMC  
City Clerk

JF:pe

Enclosure