

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT ("Contract") is made and entered into this ____ day of January 2015, by and between City of Orange Cove, a municipal agency, ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.
Client agrees to pay Consultant for the services in the amount described in Exhibit "A" in accordance with the provisions of the Fee Schedule in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Expenses.
Client shall reimburse Consultant for all pre-approved reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while transacting business as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and will be due upon receipt.
5. Laws, Rules and Regulations.
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. Lobbyist Registration.
As a lobbyist employer, Client is required to file a Form 602 with the California Secretary of State as well as a quarterly Form 635. As a courtesy, Consultant will prepare all forms for Client's signature and will file accordingly, on Client's behalf. All filing fees will be Client's responsibility.
7. No Condition to Payment.
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder and the payments made therefore are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of services rendered hereunder.
8. Independent Contractor.
It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between

Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.

9. Work Product.
Any tangible work product that is developed by Consultant shall be the property of the Client.
10. Confidentiality.
Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client
11. Indemnification.
The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees and each person who controls Consultant or any of its affiliates from and against any losses, claims, damages, liabilities and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.
12. Termination.
This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.
13. Contract Modifications.
Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.
14. Attorneys Fees.
Client and Consultant agree that the prevailing party in any dispute under this Agreement shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.
15. Certification of Non-Discrimination.
By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.
16. Notice.
Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client: City of Orange Cove
Attention: Samuel Escobar, City Manager
633 Sixth Street
Orange Cove, CA 93646

To Consultant: Townsend Public Affairs, Inc.
Attention: Christopher Townsend, President
1401 Dove Street, Ste. 330
Newport Beach, CA 92660

16. Execution.
The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC.,
a California corporation

By: _____
Christopher J. Townsend
President

"CLIENT"

CITY OF ORANGE COVE
a Municipal Agency

By: _____

Title: _____

EXHIBIT "A"
TO
CONTRACT FOR CONSULTING SERVICES

TERM: February 1, 2015 through January 31, 2016

FEE SCHEDULE: \$3,500 per month

SERVICES: Consultant shall provide the following State and Federal Grant Writing and Legislative Advocacy Services to the Client. These services will include general funding securement and advocacy services with an emphasis on water policy, as follows:

Grant Applications

- **Funding Needs Analysis:** TPA will conduct an orientation with the City immediately following the execution of the contract. The orientation will be used to identify and educate TPA regarding the issues of the City and will be carefully tailored to satisfy the needs of the City to secure maximum success in both legislative and funding objectives. TPA will meet with the appropriate City staff, including but not limited to, the City Manager, Council Members, and City Staff, to identify both funding and legislative needs.
- **Development of a Funding Strategy:** TPA will aggressively act to obtain funding for the City's projects. TPA will develop a project funding agenda including, but not limited to, identification of priority projects and programs for City, outline multiple funding options for each project and program, and develop a comprehensive timeline for individual projects.
- **Monitor and Track Funding Opportunities:** TPA will communicate with relevant designated staff to keep the City apprised of the status of these submissions. The City will receive funding opportunity matrix updates and activity reports to City Staff as requested.
- **Grant Research and Identification:** After the needs analysis, TPA will conduct grant research according to the issues most pertinent to the City. TPA will use its list of contacts at pertinent funding agencies to research funding opportunities as well as specially paid for grant research tools.
- **On-Call Grant Research:** TPA will be available to conduct on-call research as needed. This may include funding opportunities that were not originally needed during the onboarding process as well as time-sensitive funding opportunities for the City.
- **Grant Proposal Development:** TPA will draft proposals on behalf of the City using information gained from the onboarding process as well as follow up meetings with City Staff. TPA will craft applications that align with the respective funding agency's priorities and will work with City to obtain additional information as needed.
- **Manage and Submit Grant Applications:** TPA will guide the City regarding submissions of grant requests, assist in preparing submissions, letters of support, and other supporting

materials.

- **Advocate on Behalf of Grant Applications:** TPA will serve as a liaison between the City and funding agencies through the use of strong relationships with officials. TPA will 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. TPA will also draft letters of support for signature by pertinent legislators and will submit to funding agency for consideration.
- **Post Award Grant Administration and Compliance:** TPA will assist the City with ongoing management of awarded grants to ensure that funding agreements are in place, reimbursements by the appropriate awarding agency are received in a timely manner, assistance with scope of work changes or contract extensions, and other troubleshooting issues.
- **Debrief with Funding Agencies:** As needed, TPA will secure debriefings via telephone or in-person with the respective funding agency to determine why the grant application was not successfully. TPA will also debrief the City on this post-evaluation and provide suggestions for future grant cycles.
- **Presentation of Progress Reports:** TPA will present the City with progress reports that reflect the tracking of grant opportunities and grants in progress.

Legislative Assistance

- **Develop and Advocate Legislative Platform and Strategy:** TPA will work with City Staff to develop and advocate on behalf of the City's State and federal legislative priorities. TPA will identify potential issues and areas of concern to create a Legislative Platform and Strategy.
- **Identify and Review Legislation:** TPA will review all proposed, introduced and amended legislation, as well as proposed and adopted administrative rules and regulations, to determine any potential impacts on the City.
- **Analyze Legislation:** TPA will analyze legislation and proposed regulatory changes that may impact the City and recommend positions to be taken on the legislation. TPA will work with staff to advocate the City's positions, as necessary. TPA will provide updates and written reports as requested by the City.
- **Track Legislation:** TPA will monitor legislative and regulatory issues identified to be of interest to the City and provide a matrix of all such items. The matrix will include the summary and status of the bill as well as the City's position and action to date.
- **Advocate on behalf of City's Position at both the State and Federal Level:** TPA will lobby for the City's position on legislative, regulatory, and programmatic matters of interest through direct contact with State legislators and Congressional legislators. TPA will assist the City in drafting external communications relating to legislative and administrative issues including position letters, briefing packets, and talking points.
- **Provide Professional Representation in Interaction with the Governor, Elected Representatives, Congressional Representatives, Legislative Staff, and Regulatory Bodies:** TPA will represent the City in interacting with the Governor and elected representatives and staff persons, congressional members, State agencies, boards,

commissions and legislative and regulatory bodies. Additionally, TPA will coordinate testimony on behalf of the City and assist the City regarding appearances before legislative committees and administrative agencies.

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

Stakeholder Meetings

- **Maintain Relationships with Other Organizations:** TPA will continuously coordinate and cooperate with other organizations and firms having similar legislative objectives as the City. When appropriate, stakeholder coalitions and regional partnerships may be helpful to meet the City's goals.
- **Build Coalitions:** TPA coordinate and cooperate with other organizations and firms having similar legislative objectives as the City. TPA will work with interest groups, associations, agencies and others to develop a coalition of interest in support of the City's positions as directed and when appropriate.

General Advocacy

- **Strengthen Relationships with the Legislature, Administration, and Key Education Leaders:** TPA maintains strong working relationships with the Governor, Legislature, Congressional Members, and State agencies. TPA will work to establish and maintain effective working relationships among legislative leadership and committees, individual legislators and their staff, public officials, and business organizations directly affecting the City.
- **Coordinate Advocacy Trips:** TPA will organize trips to Sacramento and Washington, D.C. for the City to meet with local legislators, as well as legislators and Congressional Members that serve on committees with purview over City-related issues. TPA will set up a strategy call, schedule meetings, prepare briefing materials, brief Members and staff in advance, attending meetings, and handle all follow up.
- **Elevate the City's Presence in Sacramento and Washington, D.C.:** TPA will expand on the City's outreach efforts to members of the Legislature, the Brown Administration, and key education leaders. As appropriate, TPA will invite strategic leaders of the Legislature and agency and department heads to visit the City to better inform them of City's interests.
- **Synchronize Communication Protocol:** TPA will confer with legislative staff on a regular basis and at times, places, and mediums (calls, emails, etc.) mutually agreed to by the City and TPA.
- **Meet with the City Council Members and Staff:** TPA will meet with the Council Members, City Manager, Department Heads, and designated staff in their entirety either in person or teleconference as requested by the City. TPA will participate in regular planning and coordination meetings with City staff.
- **Provide Status Reports:** TPA will provide electronic reports on the status of legislation and related matters such as bill language and committee analyses, an annual report giving an overview of the work completed and a forecast of important issues in the upcoming legislative 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.

Client Initials _____

Consultant Initials _____