

**CITY OF COSTA MESA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
TOWNSEND PUBLIC AFFAIRS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), dated March 21, 2022 ("Effective Date"), is entered into by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and TOWNSEND PUBLIC AFFAIRS, INC., a California corporation ("Consultant").

**WITNESSETH:**

A. City proposes to utilize the services of Consultant as an independent contractor to provide legislative advocacy and grant writing services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise necessary and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with All Laws. Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. City agrees to pay Consultant a flat fee of Six Thousand Five Hundred Dollars (\$6,500.00) per month. Consultant's annual compensation shall not exceed Seventy-Eight Thousand Dollars (\$78,000.00).

2.2. Fee Increases. Consultant shall not increase its monthly fee during the initial three-year term of this Agreement. Thereafter, Consultant may increase its fees on an annual basis, provided that no increase shall exceed five percent (5%). If Consultant desires to increase its fees as set forth herein, Consultant shall provide written notice to the City at least thirty (30)

days prior to the anniversary date of this Agreement, which notice shall include Consultant's revised fees. Any increase in Consultant's fees and corresponding increase in Consultant's maximum annual compensation will be reflected in a written amendment to this Agreement and effective on the first day of any extension period of this Agreement.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to the City for approval on a monthly basis. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on March 20, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

#### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury

and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City

is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### IF TO CONSULTANT:

Townsend Public Affairs, Inc.  
1401 Dove Street, Suite 330  
Newport Beach, CA 92660  
Tel: (949) 399-9050  
Attn: Cori Takkinen

### IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5090  
Attn: Alma Reyes

Courtesy copy to:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct

of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, 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 are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses,



and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.


6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

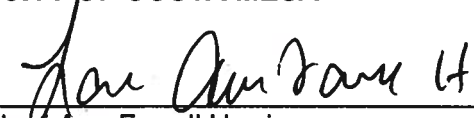
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT**

  
\_\_\_\_\_  
Signature  
Christopher Townsend, President  
\_\_\_\_\_  
[Name and Title]

Date: April 5, 2022

**CITY OF COSTA MESA**

  
\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

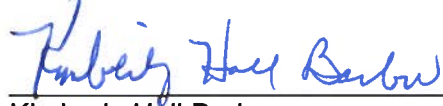
Date: 4/26/22

**ATTEST:**

  
\_\_\_\_\_  
Brenda Green  
City Clerk



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney


Date: 4/19/22

**APPROVED AS TO INSURANCE:**

  
\_\_\_\_\_  
Ruth Wang  
Risk Management


Date: 4/14/22

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Alma Reyes  
Project Manager

Date: April 14, 2022

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Carol Molina  
Finance Director

Date: April 13, 2022

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

TOWNSEND

PUBLIC AFFAIRS

EST. TPA 1998

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

SACRAMENTO • WASHINGTON, DC  
NORTHERN CALIFORNIA • CENTRAL CALIFORNIA  
SOUTHERN CALIFORNIA



**Proposal for  
Legislative Advocacy  
and Grant Writing Services**

**February 2, 2022**

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# TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998

February 2, 2022

Lori Ann Farrell Harrison, City Manager  
City of Costa Mesa  
77 Fair Dr,  
Costa Mesa, CA 92626

Dear Mrs. Farrell Harrison:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Legislative Advocacy and Grant Funding Services to the City of Costa Mesa ("City").

Since its inception in 1998, TPA has earned the reputation as ***Champions for Better Communities*** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

***Utilizing this method on behalf of our clients, TPA has shepherded over 100 legislative and regulatory proposals into law, and secured over \$2.2 billion in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies.***

Thank you again for your interest in our firm and your consideration of this proposal. Please contact us if you have any questions or need additional information. We would be honored to serve the City of Costa Mesa.

Yours truly,



Christopher Townsend





# ABOUT TPA

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- Founder/Owner/President: Christopher Townsend
- Advocacy Success: Shepherded **over 100** client-sponsored legislative proposals into law
- Funding Success: Over **\$2.2 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- Longevity: 23 years (founded in 1998)
- Number of Employees: 17
- Number of Registered State and Federal Lobbyists and Grant Writers: 14
- Number of Offices: Five
  - TPA State Capitol Office, Sacramento
  - TPA Federal Office, Washington, DC
  - TPA Northern California Office, Oakland
  - TPA Central California Office, Fresno
  - TPA Southern California Office, Newport Beach
- Types of Clients:
  - City Governments
  - County Governments
  - Water and Sanitation Districts
  - Transportation Districts
  - K-12 School Districts
  - Community College Districts
  - Parks and Recreation Districts
  - Fire Protection Districts
  - Museums, Science Centers, and Cultural Facilities
- Areas of Specialization:
  - Local Governance (Cities, Counties, Special Districts)
  - Transportation Policy and Infrastructure
  - Water and Sanitation Policy and Infrastructure
  - Education Policy and Infrastructure
  - Housing and Economic Development
  - Parks and Community Facilities (Recreational, Cultural, Historical)
  - Energy, Environment, and Natural Resources
  - Public Safety
  - Budget and Finance
- Ranking by Revenue Reported to the California Secretary of State:
  - 7<sup>th</sup> of 486 Firms Registered for 2019-20 Legislative Session
  - 98<sup>th</sup> Percentile



**LEGISLATIVE ADVOCACY ACHIEVEMENTS**

Policy Sector	Issue	Description
Local Governance	Local Control and Finance	<ul style="list-style-type: none"> <li>Public Facilities and Finance</li> <li>Public Employee Programs</li> <li>Contractual Assessment Programs</li> <li>Infrastructure Financing Opportunities</li> </ul>
	Public Employee Benefits	<ul style="list-style-type: none"> <li>PEPRA Compliance</li> <li>JPA Benefits</li> <li>Medical Benefits Vesting</li> </ul>
	Cannabis	<ul style="list-style-type: none"> <li>Drafting Local and State Cannabis Regulations</li> <li>Local Control</li> </ul>
Transportation	Local Streets and Roads	<ul style="list-style-type: none"> <li>State Highway Relinquishments</li> <li>Local Venue Signage on State Highways</li> </ul>
	State Highway System	<ul style="list-style-type: none"> <li>State Bond Funding for Highway Projects</li> <li>Expansion of Toll Lanes/Toll Roads</li> </ul>
Water and Sanitation	Water Quality	<ul style="list-style-type: none"> <li>Drinking Water Public Health Regulations</li> <li>Groundwater Pollution Liability</li> <li>Groundwater Management Plans</li> <li>Direct/Indirect Potable Reuse</li> </ul>
	Water Infrastructure	<ul style="list-style-type: none"> <li>State Bond Funding for Water Projects</li> <li>Local Reliability Projects</li> <li>Water Conservation Programs</li> </ul>
	Sanitation Infrastructure	<ul style="list-style-type: none"> <li>Integrated Regional Watershed Projects</li> <li>Advanced Water Treatment Facilities</li> </ul>
Housing and Community Development	Affordable Housing	<ul style="list-style-type: none"> <li>Developing Funding for Affordable Housing</li> <li>Expanding Affordable Housing Eligibility</li> </ul>
	Economic Development	<ul style="list-style-type: none"> <li>Capital Investment Incentive Program Expansion</li> <li>Enterprise Zone Program Regulations</li> <li>Military Base Re-Use Land Planning</li> </ul>
	Redevelopment	<ul style="list-style-type: none"> <li>Agency Dissolution Process</li> <li>Developing Post-RDA Funding Sources</li> <li>State Liability Reduction</li> </ul>
Recreation and Natural Resources	Park Facilities	<ul style="list-style-type: none"> <li>Joint-Use Projects with Schools Districts</li> <li>State Bond Funding for Local Park Projects (Propositions 11, 68, and 84)</li> </ul>
	Greenhouse Gas Reduction	<ul style="list-style-type: none"> <li>TOD Housing to Support Cap and Trade Objectives</li> <li>Increase Transit Accessibility for Active Transportation</li> </ul>
Cultural and Historical Resources	Cultural Facilities	<ul style="list-style-type: none"> <li>CA Cultural and Historical Endowment</li> <li>CA Nature Education Facilities Program</li> </ul>
Public Safety	Public Health	<ul style="list-style-type: none"> <li>Air Pollution Reduction Methods</li> <li>Treatment of the Remains of a Deceased</li> <li>Veteran Resources</li> </ul>
	Crime Reduction	<ul style="list-style-type: none"> <li>Sex Trafficking Control</li> <li>Gun Control</li> </ul>
	Local Law Enforcement	<ul style="list-style-type: none"> <li>Increasing Local Police Presence/COPS</li> <li>Police Body Cameras</li> <li>Regional Public Safety Task Force Initiatives</li> </ul>
Education	Community College Districts	<ul style="list-style-type: none"> <li>Veterans Resources</li> <li>Alternative Energy Job Training</li> <li>ADA Reform</li> </ul>
	K-12 School Districts	<ul style="list-style-type: none"> <li>K-12 Safety Planning Programs</li> <li>Joint Use Projects with Civic Agencies</li> </ul>
	School Facilities	<ul style="list-style-type: none"> <li>Charter School Facilities Funding</li> <li>Community College Facilities Funding</li> <li>K-12 School District Facilities Funding</li> </ul>

**A DETAILED SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL LEGISLATIVE ADVOCACY ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST**



**FUNDING SECURED FOR COSTA MESA**

As the City of Costa Mesa’s legislative advocate and grant writing consultant, TPA has successfully secured **\$5,652,000** in direct funding for the City as shown below. These dollars represent funding through competitive grant applications or legislative directed spending and do not include formula-based or non-competitive funds. TPA looks forward to continued success with the City by utilizing its relationships with state and federal lawmakers and agencies to secure additional funding for Costa Mesa.

Project	Agency	Amount Awarded
<b>Fire Training Facility</b>	State Budget	\$2,500,000
<b>Fire Equipment</b>	Assistance to Firefighters Grant - Federal Emergency Management Agency	\$664,000
<b>Lions Park</b>	State Budget	\$1,000,000
<b>COVID-19 Relief and PPE</b>	Assistance to Firefighters Grant - Federal Emergency Management Agency	\$80,000
<b>Electric Shuttle Bus</b>	VW Mitigation Trust Fund	\$160,000
<b>Merrimac Way</b>	Active Transportation Grant – CalTrans	\$1,100,000
<b>EV Infrastructure</b>	Mobile Source Air Pollution Grant	\$148,000



**GRANT FUNDING ACHIEVEMENTS**

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs.

These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Sector	State Funding	Federal Funding	All Sources
Water and Sanitation	\$126.6 Million	\$7.7 Million	\$134.3 Million
Parks, Recreation, and Natural Resources	\$126.1 Million	\$6.2 Million	\$132.3 Million
Transportation	\$558.5 Million	\$101.7 Million	\$660.2 Million
Housing and Development	\$694.8 Million	\$5.0 Million	\$699.8 Million
Education	\$247.9 Million	\$44.8 Million	\$292.7 Million
Cultural Resources	\$120.0 Million	\$10.3 Million	\$130.3 Million
Public Safety	\$96.8 Million	\$56.1 Million	\$152.9 Million
<b>TOTAL</b>	<b>\$1.971 Billion</b>	<b>\$231.8 Million</b>	<b>\$2.202 Billion</b>



## NETWORK OF GOVERNMENT RELATIONSHIPS

Over the years, TPA has developed an extensive network of relationships with members and staff in the California State Legislature, which allows TPA to provide our clients with the most up-to-date information on state legislative and regulatory activities. TPA's strong relationships with senior professional staff provide a two-way dialogue allowing TPA clients access to voice their concerns and provide information on developing and proposed legislation.

- **City of Costa Mesa Legislative Delegation:**
  - State Senator David Min
  - Assembly Member Cottie Petrie-Norris
  
- **Governor's Administration and Agency Leadership:**
  - Governor Gavin Newsom
    - Chief of Staff Ann O'Leary
    - Cabinet Secretary Ana Matosantos
    - Policy Advisor Joey Freeman
  - Lieutenant Governor Eleni Kounalakis
  - State Treasurer Fiona Ma
  - State Controller Betty Yee
  - Attorney General Xavier Becerra
  - Superintendent of Public Instruction Tony Thurmond
  - Secretary of State Alex Padilla
  - Secretary Wade Crowfoot, Natural Resources Agency
  - Secretary Karen Ross, California Department of Food and Agriculture
  - Acting Secretary David Kim, California State Transportation Agency
  - Secretary Jared Blumenfeld, California Environmental Protection Agency
  - Secretary Lourdes Castro Ramirez, Business, Consumer Services, and Housing Agency
  - Director Lisa Mangat, Department of Parks and Recreation
  - Director Charlton Bonham, Department of Fish and Wildlife
  - Director Karla Nemeth, Department of Water Resources
  - Director Keely Bosler, Department of Finance
  - Director Gustavo Velasquez, Department of Housing and Community Development
  - Director Toks Omishakin, Department of Transportation
  
- **State Legislative Leadership:**
  - Senate President Pro Tempore Toni Atkins
  - Senate Minority Leader Patricia Bates
  - Assembly Speaker Anthony Rendon
  - Assembly Minority Leader Marie Waldron



- **Key Legislative Committees:**
  - **Senate Committee on Appropriations**
  - **Senate Committee on Budget**
  - **Senate Committee on Governance and Finance**
  - **Senate Committee on Housing**
  - **Senate Committee on Natural Resources and Water**
  - **Senate Committee on Transportation**
  - **Assembly Committee on Appropriations**
  - **Assembly Committee on Budget**
  - **Assembly Committee on Housing and Community Development**
  - **Assembly Committee on Local Government**
  - **Assembly Committee on Natural Resources**
  - **Assembly Committee on Transportation**
  - **Assembly Committee on Water, Parks, and Wildlife**



# CLIENT SERVICE TEAM

With a team of 14 registered state lobbyists, TPA has the breadth and depth of experience AND the ability to deploy as many advocates and grant writers as needed to maximize success for the City while minimizing the burden on City staff. TPA proposes a dedicated a team of five advocates and grant writers to perform legislative advocacy and grant writing services on behalf of the City:

1. **Christopher Townsend**  
*President*  
Project Role: Senior Strategic Advisor
  
2. **Cori Takkinen**  
*Vice President*  
Project Role: Legislative Advocate and Grant Writer
  
3. **Sean McReynolds**  
*Senior Associate*  
Project Role: Lead Legislative Advocate and Grant Writer

The TPA State Capitol Office is located across the street from the State Capitol building, which allows us to engage with key decision makers in a timely manner. The City may also access the TPA State Capitol office as a venue for advocacy meetings or a temporary work area when City staff visits Sacramento. Additionally, the TPA Southern California Office, located in Newport Beach, gives TPA the ability to meet in-person with City staff and departments with little notice.

Resumes for each member of the client service team are included on the following pages.

TPA will NOT partner with a subconsultant to provide legislative advocacy and grant writing services to the City.





**Christopher Townsend, President:** Christopher founded TPA in 1998 and has 40 years of experience in public affairs, legislative advocacy, and grant writing. Christopher and TPA have represented over 315 clients, including 235 local public agencies, such as cities, counties, transportation agencies, water and sanitation districts, elementary and secondary school districts, community college districts, park and recreation districts, and other special districts, as well as nonprofit organizations.

**Townsend Public Affairs, Inc.**

*President*

*1998-Present*

Christopher provides leadership to a team of 13 advocates and grant writers while managing the development and implementation of strategies for the agendas of each client. His achievements include:

- Under Christopher’s leadership, TPA has become one of the most successful advocacy firms in California (and is continually recognized as a “top ten” firm registered with the California Secretary of State) while still providing the personalized attention and focus of a small boutique firm.
- Under Christopher’s leadership, TPA has shepherded **over 100** legislative and regulatory proposals into law over a wide range of policy areas, including local governance, water and sanitation, transportation, housing and economic development, parks and natural resources, historical and cultural resources, elementary and secondary education, higher education, and public safety. The bipartisan capabilities of the firm are evidenced by legislative and funding successes over the tenure of several federal and state administrations, including: President Bill Clinton, George W. Bush, Barack Obama, Donald Trump, and Governors Pete Wilson, Gray Davis, Arnold Schwarzenegger, Jerry Brown, and Gavin Newsom.
- Christopher and his team have secured over **\$2.2 billion** in local, regional, state, and federal government grants as well as private and nonprofit grants for a multitude of legacy projects in the policy sectors of water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety.
- Maintains close bi-partisan relationships with several members of the California Congressional delegation, including Senators Feinstein and Padilla, and Representatives Torres, Lowenthal, Porter, Levin, Correa, Lee, Swalwell, Napolitano, Garamendi, Carbajal, Desaulnier, Sanchez, Lieu, Harder, McNERney, Calvert, Garcia, Steel, and Kim.
- Christopher and TPA have participated in the development and implementation of several California bond propositions for the statewide ballot to provide capital funding for major infrastructure projects, including water and sanitation, transportation, education, housing and economic development, parks and natural resources, and historical and cultural resources, including Propositions 1, 1B, 1C, 1D, 1E, 12, 13, 14, 40, 47, 50, 55, 68 and 84. Most recently, Christopher worked closely with the State Legislature and the Governor’s office on the drafting of SB 5 (De Leon), which authorized a **\$4 billion** park bond that was approved on the November 2018 statewide ballot as Proposition 68.





- In 1999, Christopher was appointed by Assembly Speaker Antonio Villaraigosa to serve on the Speaker's Commission on State and Local Government Finance.
- In 1997, Christopher was appointed by Assembly Speaker Cruz Bustamante to serve on the California Film Commission.

**PepsiCo/Taco Bell Corp., Irvine, CA**

*Senior Director, Government & Community Affairs*

1992-1998

Christopher managed and directed government and media relations, crisis management, internal communications, and marketing publicity. Christopher also managed the political action committee for state and federal political races. Additionally, Christopher managed community relations initiatives, corporate philanthropy, and the Taco Bell Foundation.

**Stein-Brief Group, Inc., Dana Point, CA**

*Vice President, Public Affairs*

1982-1992

Christopher directed government, community, and media relations at the level, state, and federal levels, including the management of all political, civic, charitable, and cultural activities. Christopher provided land-use planning and entitlement process analysis for domestic and international projects. Christopher also managed activities with numerous state and federal agencies to ensure compliance with all applicable laws and regulations governing land use. Finally, Christopher created and directed a political action committee that supported various local, state, and federal candidates and ballot initiatives.

**JFK School of Government, Harvard University, Cambridge, MA**

*Master of Public Administration*

1991

**Claremont McKenna College, Claremont, CA**

*Bachelor of Arts, Political Science, Magna cum Laude, Political Science Honors Prize*

1982

**Coro Fellow**

*Southern California*

1981

**Harry S Truman Scholar**

*California*

1980





**Cori Takkinen, Vice President:** Cori brings 12 years of legislative advocacy and public policy experience to TPA. Cori has extensive experience writing grants for various local, regional, state, and federal opportunities. Cori has expertise in the policy sectors of transportation, water resources, infrastructure, sanitation, local governance, parks and recreation, and economic development.

**Townsend Public Affairs, Inc.**  
Vice President

2011-Present

Throughout her tenure at TPA, Cori has been responsible for securing millions in competitive grant funds for local public agency clients. In addition to her expertise on municipal and water infrastructure issues, Cori has a strong network of relationships with State Legislators, key staff, and various state agencies. Some of Cori's accomplishments include the following:

- Leveraging relationships with the California Federal delegation, Cori currently has over **\$25 million** in Community Project Funding (or earmarks) included in the nine appropriations bills that have passed the House. In addition, Cori has leveraged her relationships with Senator Padilla and Senator Feinstein and has several projects selected as finalists for the Senate appropriations process. Cori maintains a close relationship with Senator Padilla from his previous tenure in the State Senate as well as through his tenure on the Board of Directors of the Discovery Science Foundation, the founding client of Townsend Public Affairs.
- In the FY 2019-20 State Budget, Cori worked with 5 municipal clients and 1 nonprofit client to secure **\$20.2 million** in budget earmarks for priority projects, including funding for a stormwater treatment facility, historical renovations, park and trail improvements, fire prevention, and children's science education.
- Leveraging relationships with the State Legislature, Cori secured an earmark in the FY17-18 State Budget in the amount of **\$20 million** to form the North Orange County Public Safety Task Force. This Task Force will serve six TPA clients: the cities of Anaheim, Brea, Buena Park, Fullerton, Placentia, and Stanton. These cities will be able to facilitate regional collaborative efforts to combat homelessness, youth violence, and other critical public safety issues in the region.
- Cori worked with the City of Santa Ana to secure a direct funding allocation in the FY 2018-19 State Budget in the amount of **\$4 million** to upgrade water infrastructure within the City. TPA worked with the City's legislative delegation, staff from the Assembly and Senate Budget Committees, and the Department of Finance to ensure funding was included in the State Budget for this critical project to allow the City's water customers to have real-time access to their water usage, which will help facilitate water conservation and reduce customers' utility bills.
- Cori worked with the Orange County Water District and the Orange County Sanitation District to sponsor AB 2022 (Gordon). The bill allowed for limited bottling of the highly treated and recycled GWRS water for educational purposes. The bill was the first legislation in the nation that allowed for the direct bottling of advanced treated recycled water. TPA secured bi-partisan support for the legislation and it was signed into law.



- Worked closely with the State Legislature and Administration on the development and implementation of **Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018**. Cori worked in support of a variety of clients to create specific funding opportunities to achieve desired results. In addition to securing funding opportunities for municipalities, Cori's efforts with Proposition 68 resulted in **\$4.8 million** to fund a conservation program at West Coyote Hills in Fullerton as well as **\$3.46 million** to fund science education at the Discovery Cube Orange County.
- Cori has been actively engaged in State fire prevention legislation to reduce the risk of fires caused by above ground utilities as well as to provide opportunities for local jurisdictions located in high fire hazard severity zones to receive priority for fire mitigation measures.
- Cori worked with the City of Brea to secure over **\$10 million** from local, state, and federal sources for the Tracks at Brea project. The project is a four-mile multi-use rail to trail project that will traverse the City. Funding sources include: the US Environmental Protection Agency, California Natural Resources Agency, Strategic Growth Council, California Transportation Commission, and the Southern California Association of Governments.
- Cori worked with the City of Laguna Beach to secure **\$59,628** through the FEMA Assistance for Firefighter Grant program. Cori worked closely with FEMA program staff to secure funding for mobile radios and programming equipment that brought the Laguna Beach Fire Department up to P-25 compliance. Bringing the Fire Department into compliance has allowed increased coordination and activity with the California Office of Emergency Services and the State's Master Mutual Aid Plan.

#### **County of Orange, Board of Supervisors**

*Policy Advisor for Supervisor John Moorlach*

2010

Cori served as a policy advisor for, then-County of Orange Supervisor (and who is now a Senator in the State Legislature). Cori was responsible for research, analysis, and subsequent recommendations of all policy issues relating to Orange County Public Works as well as state and federal legislation. Cori served as a liaison between the Supervisor and County staff, constituents, and community groups.

#### **Tom Campbell for US Senate Campaign**

2010

#### **Chapman University, Orange, CA**

*Master of Public Administration*

2014

#### **Claremont McKenna College, Claremont, CA**

*Bachelor of Arts Economics and Government with Leadership Sequence*

2011





**Sean McReynolds, Senior Associate:** Sean brings 10 years of government affairs experience to TPA. Sean has both state and federal legislative experience in areas such as healthcare, foreign affairs, water, natural resources, environment, veterans, budget, education, and agriculture. Sean has a strong network of relationships with staff and members of the California State and Federal Legislative Delegation.

**Townsend Public Affairs, Inc.**  
Senior Associate

2019-Present

Since joining TPA, Sean has worked with clients to develop their legislative advocacy agenda at both the state and federal levels. He has also helped to identify state and federal funding opportunities to achieve client objectives. Some of his accomplishments include:

- Sean, alongside his TPA colleagues, helped the City of Costa Mesa secure approximately **\$700,000** in funding from the Assistance to Firefighters Grant Program administered through the Federal Emergency Management Agency (FEMA). This funding will go directly to the City's Fire Department to provide first-responders with equipment to safely respond to and serve local residents.
- Leveraging his legislative and agency relationships, Sean helped secure **\$1.5 million** in funding for Beaumont-Cherry Valley Water District that has allowed the district to deploy a more effective water utility delivery system for its customers. This new system, which streamlines water meter readings and reduces costs, will allow the water district to increase its water savings while providing high-quality water resources for residents and businesses.
- Sean has helped secure approximately **\$500,000** in local funding for the City of Stanton's Family Resource Center. This funding has helped the City meet its goals of providing after school programs, counseling, and case management services for low-income at-risk families. This funding has been critical in allowing the City to curb domestic violence and provide referral services for vulnerable residents.
- Sean has worked with multiple city clients to draft, sponsor, and coordinate state legislation and legislative directed spending. Sean has worked with elected officials on the legislative process and ensuring that bill language reflects client objectives. Specifically, Sean has worked on housing regulatory policy and transportation issues to ensure cities are allotted their fair share of State funds.
- Sean helped connect several clients with key federal officials to explore new funding opportunities and develop strategic partnerships to strengthen client relations in Washington, D.C. Sean has also helped many of our clients identify new ways to expand their businesses. Sean has provided expert analysis and feedback on a variety of policy issues for our clients. He has played an integral role in bringing client concerns to the attention of decision makers in Sacramento while helping navigate the legislative process.



**CalOptima**  
*Senior Policy Analyst*

2016-2018

Sean was responsible for helping implement CalOptima's legislative agenda, strengthening relations with elected officials at every level of government, and maintaining the agency's positive image in the community. Sean also worked with trade associations, lawmakers, and government agencies to further the agency's goals and objectives.

**U.S. House of Representatives, Congressman Ed Royce**  
*Legislative Assistant/House Foreign Affairs Committee Liaison*

2011-2015

Sean worked for Rep. Ed Royce in Washington D.C. for four years and was responsible for managing a legislative portfolio, advising the Congressman on policy recommendations, and coordinating communications between the D.C. and California offices on House Foreign Affairs Committee actions.

**California State University, Fullerton**  
*Bachelor of Arts, Political Science*

2012

# PAST AND CURRENT CLIENTS

The following list represents past and current municipal clients for which TPA has provided legislative advocacy and grant writing services:

City of Agoura Hills*	City of Hayward*	City of Riverbank
City of Aliso Viejo	City of Healdsburg	City of Rocklin
City of Anaheim*	City of Hesperia*	City of Sanger
City of Antioch	City of Huntington Beach*	City of San Jacinto
City of Avalon*	City of Huron*	City of San Juan
City of Bakersfield	City of Imperial	Capistrano
City of Beaumont*	City of Indian Wells	City of San Leandro*
City of Berkeley*	City of Irvine	City of San Pablo*
City of Brawley	City of La Habra*	City of San Ramon*
City of Brea*	City of La Palma	City of Santa Ana*
City of Buena Park*	City of Lafayette*	City of Santa Clara*
City of Calexico	City of Laguna Beach*	City of Seal Beach
City of California City	City of Laguna Niguel	City of Selma*
City of Carson*	City of Laguna Woods	City of South El Monte*
City of Chino Hills*	City of Lomita	City of South San Francisco*
City of Chowchilla	City of Los Alamitos	City of Stanton*
City of Citrus Heights	City of Los Banos*	City of Stockton
City of Clovis	City of Mendota	City of Tehachapi
City of Coachella	City of Merced*	City of Temecula*
City of Concord*	City of Mission Viejo*	City of Torrance
City of Costa Mesa*	City of Modesto*	City of Tracy*
City of Cupertino*	City of Montebello*	City of Tulare*
City of Delano	City of Moreno Valley*	City of Turlock*
City of Dinuba*	City of Murrieta*	City of Vallejo*
City of Duarte*	City of Newport Beach*	City of Villa Park
City of El Monte*	City of Novato*	City of Walnut Creek*
City of Emeryville*	City of Oakland*	City of West Hollywood
City of Fountain Valley	City of Orange*	City of Westminster
City of Fowler	City of Orange Cove	City of Woodlake
City of Fremont*	City of Palmdale*	Concerned Coastal
City of Fresno	City of Palm Springs	Communities Coalition
City of Fullerton*	City of Palo Alto*	County of Imperial*
City of Garden Grove	City of Parlier*	County of Kern*
City of Glendale	City of Pismo Beach*	County of Mariposa*
City of Glendora	City of Placentia*	Tri-Valley Cities Coalition*
City of Half Moon Bay*	City of Pleasanton*	
City of Hanford*	City of Reedley*	

Current clients are noted with an asterisk (\*).



## LEGISLATIVE ADVOCACY SCOPE OF WORK

TPA will utilize the following strategic and comprehensive approach to provide legislative advocacy services to the City of Costa Mesa:

- **Develop Legislative Strategy:** TPA will coordinate with the City to implement the official legislative platform and strategy that represents Costa Mesa's priorities in Sacramento and Washington, DC. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration as well as Congress and the Biden Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the City of Costa Mesa's legislative agenda utilizing the following methods:
  - **Build and Strengthen Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the city's legislative agenda.
  - **Leverage Relationships for Strategic Advocacy Plan:** TPA will engage various techniques to leverage our network of key relationships on behalf of the city:
    - Schedule meetings for Costa Mesa to discuss relevant legislation
    - Prepare all briefing materials and talking points for the Costa Mesa
    - Brief legislative offices and stakeholders on Costa Mesa's legislative agenda
    - Follow-up on meetings to ensure commitments and deliverables are being met
  - **Coordinate Advocacy Trips:** TPA will work with the city to coordinate advocacy trips to Sacramento and Washington, DC to meet with the City of Costa Mesa's legislative delegation, as well as legislators that serve on committees relevant to the city's agenda. Furthermore, whenever possible, TPA will also schedule site visits by legislators to the city.
  - **Track Legislation:** TPA will identify, analyze, and monitor all bill introductions and amendments relevant to the City of Costa Mesa's legislative platform and assess their potential impact on the city.
  - **Craft Testimony and Position Letters:** TPA will prepare and submit written and verbal testimony regarding legislation relevant to the City of Costa Mesa. TPA will also draft and deliver position letters to legislators and key officials on specific bill language.
  - **Draft Bill Language:** TPA will draft language and amendments for relevant legislation, as required to protect and promote the City of Costa Mesa's agenda.
  - **State Budget Funding Opportunities:** In an effort to maximize state funding, TPA will work with the City of Costa Mesa to identify projects and other funding priorities



that may be suitable for funding through the State Budget. TPA will coordinate with the City of Costa Mesa to develop supporting materials for the budget request. TPA will also work with members of the city's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the city's project in the final State Budget approved by the Legislature.

- **Federal Earmark Opportunities:** In an effort to maximize federal funding, TPA will work with the city to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the city to develop supporting materials for the earmark request. TPA will also work with members of the city's federal legislative delegation to gain support for the inclusion of the City of Costa Mesa's project.
- **Provide Progress Reports:** TPA will confer regularly with the city on our activities. TPA will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses. In addition to written reports, TPA will be available to the city for conference calls, briefings, and meetings.
- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City of Costa Mesa, all applicable state and federal lobbying disclosure reports.

### GRANT WRITING SCOPE OF WORK

TPA will utilize the following strategic and comprehensive approach to provide grant writing services to the City of Costa Mesa:

- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other tactics to identify grant opportunities. TPA will then share these opportunities with the city for further assessment and determination if grant writing services are requested.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each grant application through the following process:
  - **Establishment of Clear Accountabilities:** TPA will coordinate with the city to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided and the city is burdened as little as possible while TPA pursues the grant opportunity.
  - **Provide Overview of Full Application Requirements:** For each grant application, TPA will provide the city with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the city's project. This will include:
    - Application timeline
    - Eligible project types





- Funding availability and award maximum and minimums
  - List of application components, including proposal questions and any required attachments
- 
- **Assemble Project Background and Details:** TPA will conduct a detailed informational interview with city staff most involved with each project in order to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.
  - **Coordinate Technical Project Details:** For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with city staff to compile all necessary attachments and ensure consistency across all elements of the application.
  - **Draft Written Proposal:** TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the city could be provided during the proposal review process.
  - **Incorporate Feedback to Finalize Proposal:** TPA will provide the city with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain approval for the final version of the application prior to submission.
  - **Submit Completed Application:** TPA will ensure that applications are submitted prior to the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable carrier service such as FedEx in order to provide the city with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the city with a final copy of all submitted application documents.
  - **Funding Advocacy:** Throughout grant application process TPA will leverage relationships with relevant officials and program officers in various funding agencies to ensure that the City of Costa Mesa's grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
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- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on the city's projects and convey their support for those projects.

# COST PROPOSAL

DESCRIPTION OF SERVICES	FEE
<b>State Legislative Advocacy AND Grant Writing Services</b>	<b>\$6,500 Per Month*</b>
<b>State Legislative Advocacy Services</b>	
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
<b>Grant Writing Services</b>	
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Application Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Project	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes all reasonable business and travel expenses</i>	



**EXHIBIT B**  
**CITY COUNCIL POLICY 100-5**

# CITY OF COSTA MESA, CALIFORNIA

## COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

### BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

### PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

### POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.