

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract") is made and entered into as of this **1st day of November 2017**, by and between the City of Merced ("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 accordance with the provisions of the Fee Schedule set forth 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.
Subject to prior written authorization, client shall reimburse consultant for all itemized expenses. Client shall reimburse Consultant for all reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof 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 are required to file a Form 602 with the California Secretary of State as well as a quarterly Form 635. Consultant will prepare all forms for Client's signature and will file the forms on your behalf of Client. 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. Consultant has made no representation or warranties regarding the achievement of any particular result or results. 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. Consultant does not guarantee any specific results in connection with the provision of services.
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. Termination.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

12. 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.

13. 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.

14. 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.

15. 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 Merced
Attention: Steve Carrigan, City Manager
678 West 18th Street
Merced, CA 95340

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 MERCED
a Municipal Agency

By:

Title: _____

APPROVED AS TO FORM:

K. Flores 10.3.17
City Attorney

EXHIBIT "A"
TO
CONTRACT FOR CONSULTANT SERVICES

TERM: November 1, 2017 through June 30, 2019

FEE SCHEDULE: Federal and State Representation Services: \$5,000 per month; any extensions to the contract will be subject to the same fee.

SERVICES: Please see attached Addendum to Exhibit "A" for full description of services provided.

Client Initials _____

Consultant Initials _____

ADDENDUM TO EXHIBIT “A”

The Services provided pursuant to the terms of the Contract for Consultant Services are the following:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment.
- **Develop Legislative Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop an official legislative platform and strategy that represents the City’s priorities in Washington, DC and Sacramento. This blueprint will be shared with key stakeholders in Congress and the Trump Administration as well as the State Legislature and Governor’s Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the City’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 the City to discuss relevant legislation
 - Prepare all briefing materials and talking points for the City
 - Brief legislative offices and stakeholders on the City’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 Washington, DC and Sacramento to meet with the City’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.
 - **Identify, Analyze, and Monitor Legislation:** TPA will search and review all bill introductions and amendments relevant to the City’s legislative platform to assess their potential effect.
 - **Craft Testimony and Position Letters:** TPA will prepare and submit written and verbal testimony regarding legislation relevant to the City. 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’s agenda.
- **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, in-person briefings, and meetings.

- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City, all applicable federal and state lobbying disclosure reports.
- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. *The plan will do more than simply identify City projects*; it will outline and prioritize multiple funding options for each project, and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **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 a grant opportunity.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application. TPA will also leverage relationships with relevant officials and program officers in various federal and state funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding. TPA will also provide strategic assistance, such as letters of support from key stakeholders and other materials, to make the application as compelling and competitive as possible. TPA will ensure that applications are submitted prior to the deadline. TPA will also obtain a receipt for proof of submission.
- **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 City's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant federal and state funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.