

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of September, 2012 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and Townsend Public Affairs, a California corporation (“Consultant”).

### WITNESSETH:

- A. WHEREAS, City proposes to have Consultant provide advocacy services relating to the I-405 Widening Project, as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103 and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code sections 1090-1092, 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 the Consultant’s proposal for services (the “Proposal”). A copy of the Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

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. Warranty. Consultant warrants that it 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.

1.4. 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, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. 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.

1.6. 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.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule for Tier One set forth in Exhibit A. Consultant's compensation shall in no case exceed Twenty-Five Thousand Dollars (\$25,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, 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.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. 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. Each invoice shall describe in detail, the services performed and the associated time for completion. 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.

2.4. 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 for a period of three (3) years from the Effective Date.

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

3.1. Commencement and Completion of Work. 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, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one year, ending on September 17, 2013, unless previously terminated as provided herein or as otherwise agreed to in writing by the 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 as to 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 and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) 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 and aggregate.
- (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 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. 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 comprehensive general liability insurance 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, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 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. These certificates shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

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 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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  
2699 White Road, Suite 251  
Irvine, CA 92614  
Tel: (949) 399-9050  
Fax: (949) 476-8215  
Attn: Christopher Townsend

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5156  
Fax: (714) 754-5330  
Attn: Daniel K. Baker

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 shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

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 secure, at his 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.

6.11. 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.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that 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, 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.

6.13. 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.

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

6.15. 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.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. 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.

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

6.21. 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.

6.22. 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 as 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.

6.23. 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.

6.24. 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.

CITY OF COSTA MESA,  
A municipal corporation

[Redacted Signature]  
\_\_\_\_\_  
Chief Executive Officer

Date: 9/14/12

CONSULTANT

[Redacted Signature]

Signature  
Christopher Townsend, President  
Name and Title

Date: 9/18/12

[Redacted]  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

[Redacted Signature]  
\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa



APPROVED AS TO FORM:

[Redacted Signature]  
\_\_\_\_\_  
City Attorney

Date: 09/14/12

APPROVED AS TO INSURANCE:

[Redacted Signature]  
\_\_\_\_\_  
Risk Management

Date: 9/14/12

APPROVED AS TO CONTENT:

[Redacted Signature]  
\_\_\_\_\_  
Project Manager

Date: 9.14.12

**EXHIBIT A**

**CONSULTANT'S PROPOSAL FOR SERVICES**

# TOWNSEND

PUBLIC AFFAIRS

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September 4, 2012

Tom Hatch  
City Manager  
City of Costa Mesa  
77 Fair Drive, Costa Mesa, CA, 92626

Dear Mr. Hatch:

Thank you for speaking with us to discuss the types of services that Townsend Public Affairs, Inc. (TPA) can provide the City of Costa Mesa with regard to the Interstate 405 (I-405) Widening Project. We are excited about the opportunity to work on this issue with the City and the coalition of other affected cities.

As we discussed, the Orange County Transportation Authority (OCTA) has proposed several alternatives for the I-405 project that are now under consideration by the OCTA Board of Directors, with a decision expected in late September. From our discussion, it is clear the City of Costa Mesa is supportive of Alternative 2, which would add two general purpose lanes along the corridor, including some carpool lanes on the portion of State Route 22. It is also clear the City is opposed to Alternative 3 and Alternative 3A, which add a general purpose lane and express/toll lanes along the corridor.

Townsend Public Affairs maintains close relationships with the members of the OCTA Board and is well positioned to advocate for the City's position on this project. In addition, TPA has worked closely with staff and leadership at OCTA and District 12 of the California Department of Transportation (Caltrans) and is prepared to leverage these relationships as well.

Additionally, per our discussion, we are more than happy to assist you with outreach to the other cities in your coalition with regard to shared funding for our proposed fee. Toward this end, we have included our company overview that can be shared with your partners.

We thank you for your consideration of Townsend Public Affairs. We have the necessary experience and relationships to work with the City of Costa Mesa on this project and we look forward to working collaboratively with your team to create and implement a successful advocacy campaign.

Yours Truly,

  
Christopher Townsend  
President

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**Southern California Office** • 2699 White Road • Suite 251 • Irvine, CA 92614 • Phone (949) 399-9050 • Fax (949) 476-8215  
**Northern California Office** • 436 14<sup>th</sup> Street • Suite 732 • Oakland, CA 94612 • Phone (510) 835-9050 • Fax (510) 835-9030  
**State Capitol Office** • 1121 L Street • Suite 607 • Sacramento, CA 95814 • Phone (916) 447-4086 • Fax (916) 444-2063  
**Federal Office** • 600 Pennsylvania Avenue, SE, Suite 207 • Washington, DC • Phone (202) 546-8696 • Fax (202) 546-4555

# TOWNSEND

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## Proposed Tiered Scope of Work and Fee

Effective September 4, 2012, TPA proposes a menu of three different tiers for services and fees for the I-405 extension project.

As appropriate, and directed by the City of Costa Mesa, TPA will work with additional cities in the coalition, including Fountain Valley, Huntington Beach, Westminster, Seal Beach and Los Alamitos to secure their participation in funding for this contract.

### Tier One - Proposed Fee of \$25,000:

Townsend Public Affairs, Inc. proposes the strategy and advocacy efforts summarized below in support of Alternative 2 for the I-405 Widening Project, and rejection of the other alternatives:

1. Work closely with the City of Costa Mesa and the coalition of other interested cities on strategy development for outreach to OCTA and Caltrans;
2. Develop the appropriate outreach materials and messages to educate the OCTA Board Members;
3. Coordinate strategy and outreach efforts to key stakeholders and interested parties, including OCTA and District 12 Caltrans staff members involved in influencing the project decision;
4. Meet and brief each OCTA Board Member to educate them on the pending decision and to advocate for the City's preference;
5. Leverage TPA's relationships with OCTA Board Members to ensure that Alternative 2 is chosen as the preferred alternative.

### Tier One - Term and Fee Schedule

#### Phase 1:

Fee of \$12,500 due upon execution of the contract

#### Phase 2:

Fee of \$12,500 due upon OCTA Board decision\*

\*If the OCTA Board does not adopt an Alternative that is acceptable to the City of Costa Mesa, TPA will provide a credit to the City in the amount of \$12,500 against any future services the City may retain TPA for including but not limited to:

- o Federal, state and/or local grant funding proposals;
- o Federal, state and/or local legislative advocacy;
- o Any other services agreed upon by both parties.

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## **Tier Two - Proposed Fee of \$15,000:**

Townsend Public Affairs, Inc. proposes the strategy and advocacy efforts summarized below in support of Alternative 2 for the I-405 Widening Project, and rejection of the other alternatives:

1. Work closely with the City of Costa Mesa and the coalition of other interested cities on strategy development for outreach to OCTA and Caltrans;
2. Develop the appropriate outreach materials and messages to educate the OCTA Board Members;
3. Coordinate strategy and outreach to OCTA and District 12 Caltrans staff members involved in influencing the project decision.

### **Tier Two - Term and Fee Schedule**

Phase 1:

Fee of \$7,500 due upon execution of the contract

Phase 2:

Fee of \$7,500 due upon OCTA Board decision\*

\*If the OCTA Board does not adopt an Alternative that is acceptable to the City of Costa Mesa, TPA will provide a credit to the City in the amount of \$7,500 against any future services the City may retain TPA for including but not limited to:

- o Federal, state and/or local grant funding proposals;
- o Federal, state and/or local legislative advocacy;
- o Any other services agreed upon by both parties.

## **Tier Three - Proposed Fee of \$7,500:**

Townsend Public Affairs, Inc. proposes the strategy and advocacy efforts summarized below in support of Alternative 2 for the I-405 Widening Project, and rejection of the other alternatives:

1. Work closely with the City of Costa Mesa and the coalition of other interested cities on strategy development for outreach to OCTA and Caltrans;
2. Develop the appropriate outreach materials and messages to educate the OCTA Board Members.

### **Tier Three - Term and Fee Schedule**

Phase 1:

Fee of \$3,750 due upon execution of the contract

Phase 2:

Fee of \$3,750 due upon OCTA Board decision\*

\*If the OCTA Board does not adopt an Alternative that is acceptable to the City of Costa Mesa, TPA will provide a credit to the City in the amount of \$3,750 against any future services the City may retain TPA for including but not limited to:

- o Federal, state and/or local grant funding proposals;
- o Federal, state and/or local legislative advocacy;
- o Any other services agreed upon by both parties.

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# TOWNSEND

PUBLIC AFFAIRS

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## OVERVIEW OF TOWNSEND PUBLIC AFFAIRS, INC.

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Townsend Public Affairs, Inc. (TPA), founded in 1998 by Christopher Townsend, is now one of the largest advocacy firms in California. TPA is the only "top ten" firm dedicated primarily to working on behalf of local public agencies and nonprofit organizations to effectively position their issues with federal, state and local governments and to secure government funding for priority projects and programs.

TPA is a hard-working team of energetic advocates strategically located in offices in Sacramento, Washington D.C., Southern California (Irvine) and Northern California (Oakland).

We have honed our advocacy skills and built relationships at every level of government to enable us to provide a broad range of services including:

- **Funding Advocacy:** Nothing speaks to results better than money, and *TPA has secured over \$780 million* for clients to transform their legacy projects from dreams into reality. TPA has pursued a variety of strategies including appropriation earmarks, competitive grants, regulatory guidelines amendments, and new legislation in order to create and secure funding for various diverse client projects including, but not limited to: transportation, water, and other infrastructure systems; housing and economic development projects; public safety and job training programs; educational, recreational, cultural and community facilities.
- **Federal Government Advocacy:** TPA maintains a full-time office in Washington, D.C. to directly manage our federal government advocacy efforts regarding the major policy and funding legislation and regulation that affects our clients. TPA leverages our extensive network of relationships with the California congressional and senatorial delegations to maximize every federal opportunity for each client.
- **State Government Advocacy:** As one of the leading California advocacy firms, TPA has consistently demonstrated the skill and experience required to help our clients navigate through the complex processes of state legislation and administration. This includes the strategies and activities required to monitor, amend, kill, and adopt legislation and regulations, as well as to secure state funding for client projects.
- **Local Government Advocacy:** As a result of our extensive public agency client work in Southern California and Northern California, as well as in the Central Valley, TPA is well-positioned with a vast network of relationships throughout the state to assist with the local and regional public sector advocacy needs of our clients.

For further insight into our firm, please review the following sections regarding our Client Service Team, Client Funding Achievements, Legislative Accomplishments, Client Roster, and Client References. If you would like to learn more about what we can offer your organization, please contact us at the offices below or find us on the web at [www.townsendpa.com](http://www.townsendpa.com).

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## Client Service Team



**Christopher Townsend, President**, brings a 30 year career in public affairs and legislative advocacy featuring a multi-partisan strategic approach that leverages his extensive experience and track record of success along with a vast network of relationships with key members and staffers of the California legislative, constitutional, congressional, and senatorial delegations.



**Dana DeBeaumont, Director of Federal Affairs**, brings her expertise in media, public relations and government advocacy to TPA. Dana is an expert on federal funding opportunities and finding creative solutions to client resource needs. Dana has working relationships with many Members of Congress and committee staff, and has secured millions in federal appropriations funding.



**Heather Stratman, Senior Director**, brings expertise in city infrastructure and water issues. Heather maintains strong relationships with various state, regional and local agencies, that help advance the funding and policy needs of our clients. Heather has secured significant state and federal grants for cities, non-profits, and water infrastructure projects.



**Casey Elliott, State Capitol Director**, developments and manages relationships with key members and staffers of the state legislature, as well as select state agencies and departments. Casey's expertise is in the areas of the state budget and finance, legislative advocacy/analysis/monitoring, public safety, state elections and the legislative process.



**Niccolo De Luca, Director**, brings his expertise from working for the City of Oakland, in governmental policy, and maintains a vast relationship network on behalf of TPA. Niccolo is an expert on local government, public safety, and park related legislation, and specializes in grant programs for park, recreation, and community facilities.



**Richard Harmon, Director**, brings special expertise in transportation infrastructure and policy development. Prior to joining TPA, Harmon served as the Legislative and Local Government Affairs Deputy for Caltrans. Appointed by Governor Arnold Schwarzenegger in 2007, he served as the liaison between the Administration and Congress and the State Legislature on transportation issues.



**Amanda Fenton, Senior Associate**, builds on our state and federal knowledge base and specializes in funding for cultural and educational institutions. Amanda understands local education governance and funding issues, and excels at finding creative solutions and developing partnerships and synergies between local public agencies.



**Ashley Setoudeh, Associate,** works closely with clients to identify funding opportunities, monitor legislation, and advocate for their interests with the Legislature and the Administration. Ashley is a policy expert on the issues of housing, economic development, and sustainable communities, and she aggressively pursues funding opportunities from those relevant agencies on behalf of our clients.



**Matthew Hicks, Associate,** brings expertise in managing and implementing grant advocacy agendas for our municipal and non-profit clients as well as leveraging company relationships in Southern California, Sacramento, and Washington, DC to secure both funding and policy success for our clients. He specializes in supporting the agendas of our municipal and water agency clients.



**Cori Williams, Associate,** adds experience in local governance and grant writing to the TPA Southern California Office. Cori in addition to her expertise on municipal and water agency issues, she also leverages her network of strong relationships with Members and staff of the Orange County state legislative delegation and County of Orange Board of Supervisors to promote the projects and priorities of our clients.



**Will Gayle, Associate,** provides expertise to the TPA Federal Office on federal matters involving municipal policy, transportation & water infrastructure, budget, public safety, and economic development. Utilizing his relationships with key staffers in the Administration and on Capitol Hill, Will keeps our clients fully updated on policies and politics that affect their agendas.



**Michelle Allen, Associate,** brings expertise in education, cultural institutions, health care, social services, and budget to the TPA Federal Office. Through her previous tenure on Capitol Hill working for Congresswoman Barbara Lee (D, CA), Michelle developed strong connections with key Members of the California congressional delegation and staff (including the House Appropriations Committee) to advance the federal agenda of our clients.



**Sophia Sadaat, Associate,** provides the TPA State Capitol Office with experience and knowledge of the intricacies of legislative process, leveraging her tenure with the Office of the Chief Clerk in the California State Assembly. Sophia supports our team in Sacramento to build effective working relationships with staff members of the state legislature to advance the policy goals of our clients.



**Catherine Townsend, Senior Advisor,** serves as Senior Advisor in our federal office, helping to foster relationships with members of Congress, federal advocacy organizations, and prominent non-profits. Catherine leverages her 25 years of non-profit management experience to create strategies to advance the federal agenda of our clients.



## Client Funding Achievements

CLIENT	ACQUISITION TOTALS
Bolsa Chica	\$ 475,000
Bowers Museum of Cultural Art	\$ 4,250,000
Boys & Girls Club of Harbor City	\$ 75,000
Boys & Girls Club of San Pedro	\$ 443,000
California Association for Microenterprise Opportunity	\$ 999,400
California Space Authority	\$ 150,000
Chabot Las Positas Community College District	\$ 114,000
Chabot Space & Science Center	\$ 1,671,000
Chelsea Investment Corporation	\$ 855,000
Children's Discovery Museum of San Jose	\$ 2,113,788
City of Aliso Viejo	\$ 500,000
City of Anaheim	\$ 8,418,872
City of Antioch	\$ 38,500,000
City of Bakersfield	\$ 10,800,000
City of Brea	\$ 2,246,021
City of Buena Park	\$ 199,117
City of Carson	\$ 368,350
City of Citrus Heights	\$ 3,000,000
City of Clovis	\$ 1,738,500
City of Dinuba	\$ 7,545,342
City of Emeryville	\$ 3,627,569
City of Fresno	\$ 3,853,453
City of Fullerton	\$ 4,100,861
City of Garden Grove	\$ 2,181,050
City of Glendale	\$ 2,504,053
City of Hayward	\$ 51,020,304
City of Laguna Niguel	\$ 560,000
City of Lomita	\$ 1,023,810
City of Merced	\$ 22,233,041
City of Mission Viejo	\$ 850,000
City of Oakland	\$ 106,669,454
City of Orange	\$ 200,000
City of Palm Springs	\$ 201,431
City of Placentia	\$ 76,672,298
City of Rocklin	\$ 245,000
City of San Juan Capistrano	\$ 1,998,434
City of San Pablo	\$ 6,200,000
City of Santa Ana	\$ 14,918,440
City of Tehachapi	\$ 3,000,000
City of Torrance	\$ 266,666
City of Tulare	\$ 21,361,971
Coast Community College District	\$ 517,207
Craft and Folk Art Museum	\$ 132,000
Dana Adobo Nipomo Amigos	\$ 4,172,127
Discovery Science Center	\$ 50,566,000
Emerald Fund	\$ 15,200,000

CLIENT	ACQUISITION TOTALS
Emery Unified School District	\$ 1,592,000
Envision Schools	\$ 16,022,484
Father Joe's Villages: St. Vincent De Paul of San Diego	\$ 9,726,624
Friends of Oakland Parks and Recreation	\$ 150,000
Fruitvale Development Corporation	\$ 1,002,060
Great Park Corporation	\$ 22,500
Great Park Design Studio	\$ 475,000
Habitot Children's Museum	\$ 249,601
Hawthorne School District	\$ 250,000
Highland Fairview/City of Moreno Valley	\$ 2,000,000
Holiday Development	\$ 10,933,280
Kidspace Children's Museum	\$ 1,990,500
Latino Health Access	\$ 3,674,000
Mariposa County	\$ 794,200
Mexican Museum/El Museo Mexicano	\$ 2,400,000
Mission San Juan Capistrano Foundation	\$ 984,000
Museum of Latin American Art	\$ 3,605,618
Municipal Water District of Orange County	\$ 3,375,000
Nehemiah Corporation of America	\$ 1,350,000
Oakland Museum of California	\$ 6,126,522
Oakland School For The Arts - Fox Theater Project	\$ 10,478,435
Oakland Zoo: East Bay Zoological Society	\$ 7,650,000
Orange County Clerk Recorder	\$ 150,000
Orange County Educational Arts Academy	\$ 405,000
Orange County High School of the Arts	\$ 50,679,852
Orange County Sanitation District	\$ 1,250,000
Orange County Water District	\$ 31,000,000
Port of Los Angeles Charter High School	\$ 16,370,234
Powerhouse Science Center	\$ 7,249,185
Pretend City - Children's Museum Of Orange County	\$ 3,600,000
Rancho Santiago Community College District	\$ 16,292,000
San Diego Children's Museum	\$ 38,000
San Francisco Planning and Urban Research	\$ 250,000
San Pedro Bay Port Technology Center	\$ 250,000
Santa Ana Unified School District	\$ 60,210,000
Santa Barbara Museum of Natural History	\$ 336,650
Temescal Telegraph Community Association	\$ 72,489
Tiger Woods Foundation	\$ 5,250,000
Triangle Owners Group	\$ 23,081,360
Women's Economic Ventures	\$ 190,000

**Grand Total: \$780,264,153**

## Legislative Accomplishment Highlights

ISSUE	DESCRIPTION
AFFORDABLE HOUSING	In 2010, TPA sponsored AB 1867 (Harkey) on behalf of the City of San Juan Capistrano which provides cities with additional opportunities to create affordable units through the RHNA process. The bill gives local government additional autonomy by allowing ownership units, not just rental units, to be rehabilitated and counted under the RHNA process. TPA was able to successfully work with the author, committee staff, and affordable housing advocates, to craft a measure that was beneficial to our client and could be supported by all parties. The bill was approved by the Legislature and then signed by the Governor.
AIR QUALITY	In 2007, TPA sponsored AB 1488 (Mendoza) on behalf of Worldwide Environmental Products. This measure required the Bureau of Automotive Repair to include light-weight diesel-powered vehicles manufactured after 1997 in the State's smog check program beginning in 2010. TPA worked closely with members of the Legislature, and key officials within the Administration, to ensure that this important measure successfully passed the Legislature and was signed by the Governor.
CHARTER SCHOOL FACILITIES FUNDING	In 2001, TPA in coalition with similar organizations, helped shape SB 740 (O'Connell) on behalf of several clients. This piece of legislation created the first state school facility grant program to benefit classroom-based public charter schools. SB 740 was ultimately crafted to ensure that not only schools with low-income student populations, but also schools in and benefiting low-income areas, would be eligible for the facility grant reimbursement.
ENERGY	In 2008, TPA sponsored AB 2804 (Hayashi) on behalf of the Chabot Las Positas Community College District. This measure added flexibility for community colleges participating in the California Solar Initiative for solar panel installation at community college sites.
ENTERPRISE ZONE REGULATIONS	In 2006, TPA worked in coalition with similar organizations, and on behalf of many of our clients to ensure the continuation of the Enterprise Zone program. This program provides tax credit benefits to employers who hire disadvantaged workers. TPA also successfully influenced changes to the Enterprise Zone program regulations and lobbied for legislative clarifications.
LOCAL GOVERNMENT	In 2007, TPA sponsored SB 558 (Cogdill) on behalf of the City of Fresno which clarified the complex laws regulating the transfer of the City's water infrastructure to a newly formed special district. SB 558 was unanimously approved by the Legislature and secured the Governor's signature.
	In 2008, TPA sponsored AB 2001 (Swanson), on behalf of the City of Oakland which allowed local governments to establish whistle-blower hotlines and additional provisions to protect their identity.
	In 2010, TPA sponsored AB 191 (Solorio) on behalf of the City of Santa Ana which exempted select cities from Highway User Tax Account (gas tax) deferrals, if the deferrals create a hardship for the city. This measure resulted in the City collecting hundreds of thousands of dollars that the State otherwise would have delayed payment to the City under the provisions of the State budget.
	In 2011, TPA sponsored AB 184 (Swanson) on behalf of the City of Oakland. This bill gives local governments the authority to loan money to homeowners for seismic safety improvements. The bill makes seismic retrofits more affordable by providing homeowners with a financing option that removes much of the upfront expense. AB 184 enjoyed bi-partisan support in the Legislature and was one of the first bills signed by Governor Jerry Brown.

## Legislative Accomplishment Highlights

ISSUE	DESCRIPTION
MILITARY BASE RE-USE	In 2001, TPA sponsored AB 212 (Correa) on behalf of the City of Santa Ana and the Santa Ana Unified School District. This bill provided the necessary leverage to end an ongoing dispute between concerned local government parties and led to a \$61 million mutually beneficial settlement.
PUBLIC SAFETY	In 2007, TPA sponsored SB 67 (Perata) on behalf of the City of Oakland to crack down on "sideshow" reckless driving activities. The bill passed through both houses of the state legislature and was signed by the Governor.
REDEVELOPMENT REGULATIONS	In 2007, TPA successfully secured an amendment to SB 1206 (Kehoe) on behalf of the City of Oakland to exclude a major redevelopment tool that the City needed for two areas it was trying to fuse into one combined Redevelopment Area.
SCHOOL FACILITIES	In 2009, TPA sponsored AB 1080 (Skinner) on behalf of the City of Emeryville and the Emery Unified School District to allow for expanded joint-use partnerships between cities and school districts. This bill allows public agencies to efficiently use local resources for the construction of community facilities while protecting the state's investment in school facilities and respecting the safety needs of students.
TRANSPORTATION	In 2003, TPA worked with Senator Torlakson to overcome Caltrans opposition on behalf of the City of Antioch. Millions of dollars in funds were reinstated for area highway projects and the Governor presided over the ribbon cutting. In 2011, TPA was successful in amending AB 957 (Committee on Transportation) in the closing days of the Legislative Session to allow the State to relinquish to the City of Buena Park much of Beach Boulevard within its jurisdiction. This bill was unanimously approved by the Legislature and secured the Governor's signature, and allowed much-needed improvements and development to occur in the City.
URBAN WATER REGULATIONS	In 2003, TPA sponsored AB 2528 (Lowenthal) on behalf of the Orange County Water District, which clarified language relating to emerging contaminants. This bill passed without a single no vote, despite early opposition from the Association of California Water Agencies.
VETERANS	In 2011, TPA sponsored AB 905 (Pan) on behalf of the Veterans of Foreign Wars, Department of California, which expands options for, and prioritizes the person authorized to direct disposition indicated on the Defense Record of Emergency Data, as the person to take control of a military service member's remains should they die while on duty. AB 905 was approved by the Legislature and secured the Governor's signature.
VICTIM PROTECTION	In 2008, TPA sponsored AB 499 (Swanson) on behalf of the City of Oakland which created a pilot project in Alameda County to place sexually exploited minors accused of prostitution offenses into supervised counseling and treatment programs.
WATER DISTRICT ENABLING ACT	In 2006, TPA sponsored AB 2619 (Daucher) on behalf of the Orange County Water District which made changes that aligned governing legislation with existing best practices and current state and federal codes.

## Client Roster

Current Clients are noted with an asterisk (\*\*)

<b>Government Agencies:</b>		
Ambrose Recreation and Park District*	City of Hayward*	City of Tulare*
Capitol Area Development Authority	City of Imperial*	City of Villa Park
City of Aliso Viejo*	City of Indian Wells	City of Westminster
City of Anaheim	City of Irvine*	County of Orange
City of Antioch	City of La Palma	Economic Development Corporation of Mariposa County*
City of Bakersfield	City of Laguna Niguel	Mesa Consolidated Water District*
City of Berkeley*	City of Laguna Woods	Metropolitan Water District*
City of Brea*	City of Lomita	Municipal Water District of Orange County*
City of Buena Park*	City of Merced*	Orange County Clerk-Recorder
City of Calexico	City of Mission Viejo*	Orange County Sanitation District*
City of Callifornia City*	City of Oakland*	Orange County Transportation Authority
City of Carson*	City of Orange	Orange County Water District*
City of Chowchilla	City of Palm Springs*	Port of Los Angeles
City of Citrus Heights	City of Placentia	Rancho California Water District
City of Clovis	City of Rocklin	South Coast Water District
City of Dinuba*	City of San Juan Capistrano*	Transbay Joint Powers Authority*
City of Emeryville*	City of Santa Ana*	Transportation Corridors Authority
City of Fresno	City of San Jacinto*	Tulare Regional Medical Center
City of Fullerton*	City of San Pablo*	Yorba Linda Water District
City of Garden Grove	City of Tehachapi*	
City of Glendale	City of Torrance	
<b>Non-Profit Organizations:</b>		
Bolsa Chica Conservancy*	Craft & Folk Art Museum	Nehemiah Corporation of America
Bolsa Chica Land Trust	Dana Adobe Nipomo Amigos	Oakland Museum of California*
Bowers Museum of Cultural Art	Discovery Science Center*	Powerhouse Science and Space Center
Boys and Girls Club of Huntington Valley	East Bay Zoological Society (Oakland Zoo)*	Pretend City Children's Museum of Orange County
Boys & Girls Clubs of the Los Angeles Harbor	Friends of Oakland Parks & Recreation	Recording for the Blind & Dyslexic
Boys & Girls Club of the South Bay	Fruitvale Development Corporation (Unity Council)	Sacramento River Cats Foundation
Build West Oakland	Grand Vision Foundation	San Diego Children's Museum/Museo de los Niños
California Association for Microenterprise Opportunity*	Great Park Conservancy	San Francisco Planning + Urban Research
California Central Valley Horticulture Foundation	Great Park Corporation*	Santa Barbara Botanic Garden*
California Commission for Jobs & Economic Growth	Habitot Children's Museum	Santa Barbara Museum of Natural History
California Indian Museum and Cultural Center	Huntington Library, Art, and Botanical Gardens*	Santa Barbara Zoo
California Space Authority	I.C. Jobs	16 <sup>th</sup> Street/West Oakland Train Station
Centennial Heritage Museum	Institute for Advancing Unity	St. Vincent De Paul of San Diego
Center for Multicultural Cooperation	Kidspace Children's Museum	Tehachapi Performing Arts Center*
Center for Water Education	Latino Health Access	Temescal/Telegraph Community Association
Chabot Space & Science Center	Los Angeles County Fair Association	Tiger Woods Foundation*
Children's Discovery Museum of San Jose*	Los Angeles County Museum of Art	Umoja Community
Community Financial Resource Center	Mexican Museum/El Museo Mexicano	Veterans of Foreign Wars – Department of CA*
Children's Museum of Los Angeles	Mission San Juan Capistrano Foundation	West Company
Conservation Corps Institute	Museum of Latin American Art	Women's Economic Ventures
<b>Public Education:</b>		
Alameda Community Learning Center	Hawthorne School District	Port of Los Angeles Charter High School
Bay Area Coalition for Equitable Schools	Lighthouse Community Charter School	Rancho Santiago Community College District*
Chabot - Las Positas Community College District*	Orange County Educational Arts Academy	San Diego Children's Museum Charter School
Coast Community College District*	Orange County High School of the Arts	Santa Ana Unified School District
Emery Unified School District*	Oakland Military Institute	Tustin Unified School District*
Envision Schools	Oakland School for the Arts	Vista Unified School District
<b>Private Sector:</b>		
Airship Ventures	Global Tel Link*	Newport Medical Instruments, Oncology & Healthcare, Inc.
ATS, Inc.	GovDelivery, Inc.	One Santa Fe, LLC
Barry Swenson Builders	Granville Homes	Rockpointe Corporation
Beach body LLC*	Great Circle Family Foods/Krispy Kreme	Sage Credit Corporation
Bridgepoint Education	Great Park Design Studio	San Miguellito Partners
California Capital Group	Gruma Corporation	Sanderson J. Ray Development
Caribou Industries	Headlands Reserve	Smarsh
Charter School Partners	Hewlett Packard*	Southern California Edison
Chelsea Investment Corporation	Highland Fairview	Standard Pacific Homes
Cotti Foods Corporation	HMS Host*	Strategic Urban Development Alliance
Dana Capital Group	Hudson News	TALX Corporation
Delaware North Companies	Jodlka Enterprises, Inc.	Thomas Safran & Associates
Emerald Fund, Inc.*	KB Home	Triangle Owners Group
Forest City Enterprises	Kinder Morgan	Worldwide Environmental Products*
Fulcrum Properties	MacGillivray Freeman Films	YUM! Brands, Inc
Future Estates, Inc.	Meta Housing	
Get Ahead Learning		

## Client References

<b>PUBLIC AGENCIES</b>			
Mike Conway	Assistant City Manager, City of Merced	678 West 18 <sup>th</sup> Street Merced, CA 95340	(209) 385-6834
Joel Felz	City Manager, City of Fullerton	303 W. Commonwealth Fullerton, CA 92832	(714) 738-6310
John Hanna	Member, Board of Trustees Rancho Santiago Community College District	2323 North Broadway, Suite 410-2 Santa Ana, CA 92706-1640	(714) 835-2122
Kevin Hunt	General Manager, Municipal Water District of Orange County	10500 Ellis Avenue Fountain Valley, CA 92708	(714) 593-5026
Michael Markus	General Manager, Orange County Water District	18700 Ward Street P.O. Box 20895 Fountain Valley, CA 92708	(714) 378-3305
Jerry Patterson	President, Coast Community College District Board of Trustees	9185 Caladium Ave. Fountain Valley, CA 92708	(714) 842-0175
Paul Walters	Interim City Manager, City of Santa Ana	20 Civic Center Plaza Santa Ana, CA 92702	(714) 647-5200
Jim Ruth	General Manager, Orange County Sanitation District	10844 Ellis Avenue P.O. Box 8127 Fountain Valley, CA 92708	(714) 593-7101
Craig Vejvoda	Council Member, City of Tulare	411 E. Kern Avenue Tulare, CA 93274	(559) 685-2300
<b>NON-PROFIT ORGANIZATIONS</b>			
Joe Adams	President, Discovery Science Center	2500 North Main Street Santa Ana, CA 92705	(714) 913-5006
Gilda Gonzales	Chief Executive Officer, Unity Council	3411 East 12th Street Suite 200 Oakland, CA 94601	(510) 535-6906
Marilee Jennings	President, Children's Discovery Museum of San Jose	180 Woz Way San Jose, CA 95110- 2780	(408) 298-5437 x208
<b>PRIVATE SECTOR ENTERPRISES</b>			
Oz Erickson & Alastair Mactaggart	Partners, Emerald Fund	532 Folsom Street Suite 400 San Francisco, CA 94105	(415) 777-2914
James "Walkie" Ray	Partner, Sanderson J Ray Development	2699 White Road Suite 150 Irvine, CA 92614	(949) 222-5775
Phillip H. Tagami	Managing General Partner, California Commercial Investments	300 Frank H. Ogawa Plaza Suite #340 Oakland, CA 94612	(510) 268-8500

**EXHIBIT B**

**CITY COUNCIL POLICY 100-5**

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;

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

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 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;



SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
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.

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2012

PRODUCER Edgewood Partners Insurance Center (EPIC)  
19000 MacArthur Blvd. PH Floor  
Irvine, CA 92612

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

www.edgewoodins.com

(949) 263-0606  
(949) 263-0906

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Townsend Public Affairs, Inc  
2699 White Road, Suite 251  
Irvine CA 92614

INSURER A: Maryland Casualty Company

19356

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS05312733	8/31/2012	8/31/2013	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ Excluded
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PPS05312733	8/31/2012	8/31/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		<b>OTHER</b> Employment Practices Liability	PPS05312733	8/31/2012	8/31/2013	\$100,000	Deductible: \$2,500

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Costa Mesa is named as Additional Insured

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

### CERTIFICATE HOLDER

City of Costa Mesa  
77 Fair Drive  
Costa Mesa CA 92626

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. \* 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

John P. Pitchess

ACORD 25 (2009/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE

Named Of Additional Insured Person(s) Or Organizations	Location(s) of Covered Operations
City of Costa Mesa	
Information required to complete the Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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



# VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)  
September 11, 2012

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

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

	<b>PRODUCER</b>	JOHN MONSON 30131 TOWN CENTER DRIVE SUITE 275 LAGUNA NIGUEL, CA 92677	<b>CONTACT NAME:</b> JOHN MONSON <b>PHONE (A/C, No, Ext):</b> 949-495-2515 <b>E-MAIL ADDRESS:</b> JOHN@JOHNMONSON.NET <b>PRODUCER CUSTOMER ID #:</b>	<b>FAX (A/C, No):</b> 949-495-1751																	
	<b>INSURED</b>	TOWNSEND, CHRISTOPHER J 2699 WHITE RD STE 251 IRVINE CA 92614-4288	<table border="1"> <tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr><td>INSURER A:</td><td>State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr> <tr><td>INSURER B:</td><td></td><td></td></tr> <tr><td>INSURER C:</td><td></td><td></td></tr> <tr><td>INSURER D:</td><td></td><td></td></tr> <tr><td>INSURER E:</td><td></td><td></td></tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Mutual Automobile Insurance Company	25178	INSURER B:			INSURER C:			INSURER D:			INSURER E:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	State Farm Mutual Automobile Insurance Company	25178																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					

DESCRIPTION OF VEHICLE OR EQUIPMENT				
<b>YEAR</b>	<b>MAKE / MANUFACTURER</b>	<b>MODEL</b>	<b>BODY TYPE</b>	<b>VEHICLE IDENTIFICATION NUMBER</b>
2012	BMW	750L	4 SEDAN	VBAKB8C56CC964966
<b>DESCRIPTION</b>				<b>SERIAL NUMBER</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).		

INSR LTR	ADDITIONAL INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	<input checked="" type="checkbox"/>	VEHICLE LIABILITY	284 1322-E07-75E	09/10/2012	11/07/2012	COMBINED SINGLE LIMIT	\$
						BODILY INJURY (Per person)	\$ 1000000
						BODILY INJURY (Per accident)	\$ 1000000
						PROPERTY DAMAGE	\$ 1000000
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCURRENCE				GENERAL AGGREGATE	\$
		<input type="checkbox"/> CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> STATED AMT	\$ DED
		PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL					\$

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>ADDITIONAL INTEREST</b>		<b>CANCELLATION</b>	
Select one of the following: <input type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input checked="" type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
<b>VEHICLE / EQUIPMENT INTEREST:</b> <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED		<b>DESCRIPTION OF THE ADDITIONAL INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE	
<b>NAME AND ADDRESS OF ADDITIONAL INTEREST</b> City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626		<b>LOAN / LEASE NUMBER</b>  <b>AUTHORIZED REPRESENTATIVE</b>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/10/2012

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

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

<b>PRODUCER</b> <b>Bannister &amp; Associates Insurance Agency Inc.</b> CA License #0691071 305 17th Street Huntington Beach CA 92648-4209		<b>CONTACT NAME:</b> Rich Higgins <b>PHONE (A/C, No, Ext):</b> (714) 536-6086 <b>FAX (A/C, No):</b> (714) 536-4054 <b>E-MAIL ADDRESS:</b> rich@bai-ins.com	
<b>INSURED</b> <b>Townsend Public Affairs, Inc.</b> 2699 White Road, Suite 251 Irvine CA 92614		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Axis Surplus Insurance Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b> (Claims-made form)			ECN000036191201 Retroactive date: 7/31/02	7/31/2012	7/31/2013	Limit (each act/total limit): \$1,000,000 Deductible (each wrongful act): \$5,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Richard Higgins/RICH
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/11/2012

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

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

<b>PRODUCER</b>  COMPUPAY INSURANCE SERVICES INC 3450 LAKE SIDE DR MIRAMAR, FL 33027 (866) 890-9965 X3247                                70A	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 890-9965                                FAX (A/C, No): (888) 733-5112 E-MAIL ADDRESS: TravelersSelectPayroll@travelers.com PRODUCER CUSTOMER ID #: 2724T7130	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> TOWNSEND PUBLIC AFFAIRS, INC. 2699 WHITE RD #251 IRVINE, CA 92614	INSURER A: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                                **CERTIFICATE NUMBER:** 381693226461552                                **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A		UB-1136X539-12	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**                                **CANCELLATION**

CITY OF COSTA MESA 77 FAIR DRIVE COSTA MESA, CA 92626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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