

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
Dept.: City Manager
Subject: APPROVAL OF AGREEMENT WITH
TOWNSEND PUBLIC AFFAIRS FOR
LOBBYING SERVICES

From: Maria Stipe
Dept.: City Manager
Date: January 26, 2010

OBJECTIVE

To request City Council approval of a five-month agreement with Townsend Public Affairs (TPA) for continued federal and state lobbying services through June 30, 2010.

BACKGROUND

Since May 2006, the City has contracted with TPA to provide state legislative advocacy/lobbyist services. During this time, lobbying services related to federal appropriations were also provided at no additional cost to the City. In 2009, TPA established a Washington DC office and expanded their service offerings to include additional federal lobbying services. In light of this change, and advocacy opportunities at the federal level, a new five-month agreement, which included federal lobbying services, was entered into in August 2009. This agreement expired on December 31, 2009.

DISCUSSION

TPA has submitted a proposed scope of work to provide continued state and federal lobbying services beginning February 1, 2009 through June 30, 2010 (Attachment 1). The same fee structure, \$5,000 per month, as has been in place since 2006 would continue. The proposed scope of work outlines the initiatives currently underway for the City, including managing the advocacy process for the multi-million request submitted last year as part of the upcoming SAFETEA-LU reauthorization process, FY 11 federal appropriations submittals and advocacy, Proposition 84 parks grant counsel and advocacy, and ongoing legislative tracking and advocacy to serve the needs of the City. An agreement for continued lobbying services beginning February 1 though June 30, 2010 is also attached for the City Council's consideration (Attachment 2).


FINANCIAL IMPACT



The cost for both federal and state lobbying services is \$5,000 per month, or \$25,000; funds have been allocated in the FY 2009-10 budget for this purpose.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached agreement with Townsend Public Affairs for continued state and federal lobbying services;
- Authorize the City Manager and City Clerk to execute the agreement on behalf of the City.


MARIA STIPE
Assistant to the City Manager

Recommended for Approval

Mathew Fertal 
City Manager

Attachment 1: Proposed Scope of Work
Attachment 2: Agreement with Townsend Public Affairs



MEMORANDUM

To: Mayor & City Council
Mr. Matt Fertal, City Manager
City of Garden Grove

From: Christopher Townsend, President
Sean Fitzgerald, Senior Director

Date: January 12, 2010

Subject: Proposed Scope of Work – Remainder of FY 10 Fiscal Year

On behalf of our entire team at Townsend Public Affairs, I want to take this opportunity to thank the City Council and staff for the opportunity to work on behalf of the citizens of the City of Garden Grove over the past three years. We have greatly enjoyed working with you and your excellent staff on the projects and initiatives of highest priority to the City.

The following proposal describes our proposed scope of work for the remainder of the current fiscal year. We understand very well the budget challenges that plague local government, and that the initiatives currently underway for the City represent tangible financial opportunities that can help provide relief. As such, we feel confident that our fee, of \$5,000 per month, represents a valuable investment with a short term return.

Pending Opportunities

SAFETEA-LU

Background: TPA is managing the advocacy process for the multi-million request that was submitted last year as part of the upcoming SAFETEA-LU reauthorization process. The next six months are expected to be very active in relation to this process, with the Congress having finally moved past the health care debate. This is a major opportunity for significant funding for Harbor Boulevard that will NOT be present for at least another 5-6 years. The City has already invested in laying significant groundwork in Washington for this project we cannot lose momentum at this juncture in the process.

Upcoming Tasks:

- Remain actively engaged with Senator Boxer and Congressman Oberstar's staff to ensure that the City is in the best position to act as the process begins in earnest. Note: The current extension runs through late spring, ensuring that there will need to be activity on the bill in the next few months.

- Maintain regular communication with the City's Congressional delegation to ensure they have the most up to date information they need on the project, which will include providing project summaries, letters of support, talking points and other communications that assist our representatives in advocating for our project.

Proposition 84 Parks

Background: These grant applications are due March 1st and TPA is a recognized leader in preparing and advocating these grants. We have already met with City staff to advise on several key points related to this process.

Upcoming Tasks:

- Work closely with staff to review the final application and provide troubleshooting and counsel wherever needed.
- After submission of the application, work directly with CA Department of Parks and Recreation staff, and local legislative champions to advocate strongly for the maximum funding award.

FY11 Appropriations process

Background: The City has benefitted greatly from the annual appropriations process the past few years, in particular thanks to the support of Congresswoman Loretta Sanchez and her staff, and TPA has been proud to play a part in that success. Congressional deadlines are fast approaching for submission of federal appropriations requests for the coming budget year. TPA's DC team has already begun working with City staff on identifying the highest priority projects that align well with federal priorities.

Upcoming Tasks:

- Finalize project requests, working hand in hand with City staff and Congresswoman Sanchez' staff.
- Build support for project requests through engagement of local leaders, community groups and other relevant sources.
- Work directly with Congresswoman Sanchez' staff to ensure submission to appropriate subcommittee to begin the process of solidifying an earmark in the FY11 budget.

In addition to these important initiatives, TPA will of course continue to provide our comprehensive level of service. This will include active engagement on state and federal grant and legislative matters, issues related to the state budget, deliberations on both a major water bond and a new education bond, and any other government-related issue that may arise. We enjoy working with the City and consider ourselves an extension of your staff. Thank you for your continued support and we look forward to another successful year!

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2010, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **TOWNSEND PUBLIC AFFAIRS, INC.**, hereinafter referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 8596-04 (July 27, 2004).
2. CITY desires to utilize the services of CONTRACTOR to provide state and federal legislative advocacy services.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services specified in the Proposal (Attachment "A").

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term.** The term of the agreement is five months, beginning on February 1, 2010 through June 30, 2010.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal (Attachment A).
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Compensation under this agreement shall be the not to Exceed (NTE) amount of Twenty Five Thousand Dollars (\$25,000.00), payable in arrears on a monthly basis at the rate of \$5,000 per month.
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Invoices for the services performed by CONTRACTOR shall be submitted by CONTRACTOR to CITY on a monthly basis. Invoices shall contain information required by CITY which is reasonably related to the services performed pursuant to this Agreement. CITY shall pay the amounts due and owing to CONTRACTOR within 30 days after receipt of CONTRACTOR's invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required.

3.3 Termination. CITY and CONTRACTOR shall each have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance Requirements.

4.1 Commencement of Work. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required and this insurance has been approved by CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 Workers' Compensation Insurance. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law.

4.3 Insurance Amounts. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Comprehensive general liability in an amount of \$1,000,000.00 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of \$1,000,000.00 per occurrence; (Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

Endorsements for the policies under section 4.3(a) & (b) shall designate CITY as additional named insured. CONTRACTOR shall provide to CITY proof in the form of both certificates of insurance and endorsement forms, as approved by the office of the City Attorney.

5. **Non-Liability of Officials and Employees of the City.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. Townsend Public Affairs, Inc.
Christopher Townsend
2699 White Road, Suite 251
Irvine, CA 92614

 - b. (Address of City) (with a copy to):
Maria Stipe Garden Grove City Attorney
City of Garden Grove 11222 Acacia Parkway
P.O. Box 3070 Garden Grove, CA 92840
Garden Grove, CA 92842

10. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

11. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

12. **Time of Essence.** Time is of the essence in the performance of this Agreement.

13. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

14. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

15. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY, the Garden Grove Agency for Community Development and their respective elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, including but not limited to injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

by: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Townsend Public Affairs, Inc.

By: _____

Name: Christopher Townsend

Title: President

Date: 1-18-10

Tax ID No. 91-1929265

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:


Garden Grove City Attorney

Date: 1/15/10



M E M O R A N D U M

To: Mayor & City Council
Mr. Matt Fertal, City Manager
City of Garden Grove

From: Christopher Townsend, President
Sean Fitzgerald, Senior Director

Date: January 12, 2010

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