

CITY OF SAN PABLO
AGREEMENT FOR CONSULTING SERVICES
Fiscal Years 2026/27 and 2027/28

THIS AGREEMENT ("**Agreement**"), effective the 1st day of July, 2026 ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and Townsend Public Affairs, Inc., a California corporation, ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

RECITALS

WHEREAS, the City desires to engage a consultant to provide state and federal legislative advocacy consulting services to the City ("**Services**") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in Consultant's proposal dated June 1, 2026 ("**Proposal**"), attached as **Exhibit A** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the Proposal and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("**Additional Services**") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("**City Manager**"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

D. **Primary Service Provider.** The City has approved of Niccola De Luca as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

E. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant and its subconsultants must certify under penalty of perjury that the information in the record is true and correct, and that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.
4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.

5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

(2) **Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **One Hundred Forty-Four Thousand Dollars (\$144,000)** as follows:

Fiscal Year	Monthly Fee	Annual Not-to-Exceed Amount
2026-27	\$5,750	\$69,000
2027-28	\$6,250	\$75,000
		2-Year Total \$144,000

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) **Additional Services.** In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (22), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) **Effective Date and Term.** The term of this Agreement ("Term") begins on the Effective Date set forth above, and expires on **June 30, 2028**. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the

prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>
None	None

(6) **Independent Contractor Status.** It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings.** Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate

all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (9) will survive expiration of the Term or termination of the Agreement.

(10) **Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) **Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) **Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) **Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (13) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed

to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. General aggregate limit shall be twice the required occurrence limit. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions apply if the professional liability policy is written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
 - b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.

- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
- b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.

2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least thirty (30) days advance written notice to the City, unless due to non-payment of premiums, in which case ten (10) days advance written notice is required.

3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) **Indemnification.** The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are are "design professional" services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative,

or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

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

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for

enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("EDC") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "Local Resident" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 ("ADA") in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the

immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) Local Subcontracting – Outreach. Consultant shall contact the EDC at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) Termination.

A. Termination for Convenience. City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (37), "Notices." The Agreement shall be terminated upon the date set forth in the City's Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this Agreement for cause by providing Consultant with one day's written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City's discretion and at City's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City's termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by

Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) **Amendments.** This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) **Abandonment by Consultant.** In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) **Waiver.** The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

(25) **No Third-Party Rights.** The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) **Compliance with Laws.** In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) **Breach.** In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all

remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) Inspection by Other Agencies. Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) Conflict of Interest. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) Authority of Parties. Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

(35) Counterparts. This Agreement may be executed in duplicate counterparts.

(36) Multiple Copies of Agreement. Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(37) Notices. Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Townsend Public Affairs, Inc.
Attn: Christopher Townsend
1401 Dove St Ste 430
Newport Beach, CA 92660

To the City: City Manager, City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(38) Federal Funding Requirements (if applicable). If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

This Agreement is subject to federal funding. See Exhibit C.
 This Agreement is not subject to federal funding.

(39) Caltrans Funding Requirements (if applicable). If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

This Agreement is subject to funding by Caltrans. See Exhibit D.
 This Agreement is not subject to funding by Caltrans.

[Signatures on following page.]

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Date signed: _____

Date signed: _____

TOWNSEND PUBLIC AFFAIRS, INC.

By  _____
City Manager, Townsend (Jun 4, 2026, 14:36:20 PDT)
Christopher Townsend, President

Date signed: Jun 4, 2026

ATTEST:

By _____
Dorothy Gantt, City Clerk

Date signed: _____

Attachments:
Exhibit A: Consultant's Proposal dated June 1, 2026

Exhibit A
Consultant's Proposal dated June 1, 2026

TOWNSEND PUBLIC AFFAIRS

WWW.TOWNSENDPA.COM



City of San Pablo
Proposal for State & Federal Legislative Advocacy & Services
June 1, 2026

TOWNSEND
PUBLIC AFFAIRS
EST. TPA 1998

June 1, 2026

Matt Rodriguez, City Manager
City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806

Dear Mr. Rodriguez:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for State and Federal Legislative Advocacy Services to the City of San Pablo ("City").

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

Our strategic approach to advocacy and funding is tailored to meet each client's individual needs. We leverage the breadth and depth of our team and our vast network of relationships with key stakeholders and decision makers.

Over the years, TPA has been proud to secure more than **\$3.3 billion in competitive grants and appropriations** and to successfully advance more than **165 pieces of legislation** on behalf of our clients. But beyond the numbers, what sets us apart is our dedication to helping communities like San Pablo turn bold ideas into reality, whether securing new funding, shaping statewide and nationwide policy, or protecting vital resources that your residents rely on.

Thank you again for your interest in our firm and consideration of this proposal. Please contact us if you have any questions or need additional information. We have been honored to serve the City since 2010, and we would be honored to continue to serve the City of San Pablo.

Yours truly,



Christopher Townsend
President





FIRM OVERVIEW

FIRM PROFILE

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

- **Founder/Owner/President:** Christopher Townsend
- **Advocacy Success:** Shepherded **over 165** client-sponsored legislative items into law
- **Funding Success:** Over **\$3.3 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- **Longevity:** 27 years (founded in 1998)
- **Number of Employees:** 24
- **Number of Registered State and Federal Lobbyists and Grant Writers:** 19
- **Number of Offices: Five**
 - TPA State Capitol Office, Sacramento
 - TPA Federal Office, Washington, DC
 - TPA Northern California Office, Oakland
 - TPA Central California Office, Fresno
 - TPA Southern California Office, Newport Beach
- **Types of Clients:**
 - City Governments
 - County Governments
 - Water and Sanitation Districts
 - Transportation Districts
 - Higher Education and K–12 School Districts
 - Parks and Recreation Districts
 - Fire Protection Districts
 - Museums, Science Centers, and Cultural Facilities
- **Areas of Specialization:**
 - Local Governance (Cities, Counties, Special Districts)
 - Transportation Policy and Infrastructure
 - Water and Sanitation Policy and Infrastructure
 - Education Policy and Infrastructure
 - Housing and Economic Development
 - Parks and Community Facilities (Recreational, Cultural, Historical)
 - Energy, Environment, and Natural Resources
 - Public Safety
 - Budget and Finance
- **Ranking by Revenue Reported to the California Secretary of State:**
 - 5th of 491 Firms Registered for the 2025–26 Legislative Session
- TPA is ranked as **one of the top 100 federal lobbying firms** and represents more California public agencies in Washington, DC than any other advocacy firm in the nation.
- Over **80%** of clients receive **more than \$1 million** in grant awards in their first full year of working with TPA



STATE LEGISLATIVE ADVOCACY ACHIEVEMENTS

Policy Sector	Issue	Outcome Of Lobbying Efforts
Municipal Management	Local Control	<ul style="list-style-type: none"> Sponsored and advanced SB 443 (Rubio), signed into law, to provide clarity on pension benefits and support workforce stability for Joint Powers Authorities. Championed a series of governance modernization reforms, including AB 2302 (Addis) and SB 1034 (Seyarto), to improve flexibility in public meetings and public records compliance. AB 2339 (Gipson, 2018), signed into law, permits cities to sell their drinking water property in special circumstances. Secured a state audit request of the State Department of Health Care Services due to its management of sober living homes. SB 927 (Anderson, 2016), signed into law, permits public utility districts to establish district boundaries without legislation.
	Local Infrastructure Revenue	<ul style="list-style-type: none"> Secured \$9 million in FY 2025-26 State Budget funding for five client projects despite a challenging deficit environment through strategic advocacy and alignment with state priorities. Several bills signed into law which facilitate the voter consideration of local revenue measures. Worked with numerous local governments on elements of redevelopment dissolution to maximize contractual obligations and implementation of local plans.
	Public Records Request	<ul style="list-style-type: none"> Sponsored and advanced AB 370 (Carrillo), signed into law, to strengthen local government response capabilities following cybersecurity incidents.
	Cannabis	<ul style="list-style-type: none"> AB 2020 (Quirk, 2018), signed into law, allows cities to approve temporary cannabis events Led a coalition to help pass California's first medicinal cannabis regulatory framework legislation.
Transportation	Local Streets & Roads	<ul style="list-style-type: none"> AB 2496 (Petrie-Norris, 2022), signed into law, mitigates loud vehicle noise. Relinquishment of certain sections of Highway 1, SR 133, Beach Boulevard, and other state highway systems, to the jurisdiction of local cities.
	Transit Districts	<ul style="list-style-type: none"> AB 354 (Nguyen, 2023), signed into law, expands SacRT's Board of Directors. AB 1052 (McCarty, 2023), signed into law, enables SacRT to limit potential future tax measures to jurisdictions within its boundary. AB 3177 (Chavez, 2018), signed into law, permits the North County Transit District to negotiate procurements on the open market.
	Vehicle Code	<ul style="list-style-type: none"> AB 705 (Lowenthal, 2023), signed into law, expands the allowable length of a vehicle that could be defined as an autoette.
Water & Sanitation	Water Quality	<ul style="list-style-type: none"> AB 2022 (Gordon, 2016) is the first bill in the nation, signed into law, which allows the bottling of advanced recycled water for educational purposes.
	Water District Formation	<ul style="list-style-type: none"> SB 634 (Wilk, 2017), signed into law, consolidates multiple existing water agencies to create the Santa Clarita Valley Water Agency.
	Sanitation Infrastructure	<ul style="list-style-type: none"> SB 991 (Newman, 2022), signed into law, permits local agencies to use progressive design-build for water projects.
Housing & Community Development	Homelessness	<ul style="list-style-type: none"> Creation of the Homelessness Emergency Aid Program (HEAP) to provide funding to cities, counties, and continuums of care. Creation of the Homeless Housing, Assistance, and Prevention (HHAP) Grant Program.



	<p>Affordable Housing</p> <p>Community Development</p> <p>Short-Term Rentals</p>	<ul style="list-style-type: none"> • AB 1285 (Wicks, 2023), signed into law, requires continuums of care to provide evidence of encampment resolution impacts in regionally coordinated homelessness action plans. • AB 2011 (Wicks, 2022), signed into law, allows for the construction of 2 million units of affordable and mixed-income housing along transit-friendly commercial corridors. • SB 593 (Wiener, 2023), signed into law, finances affordable housing units. • SB 591 (2021, Becker), signed into law, increases the production of intergenerational housing developments. • Led targeted engagement with legislative leadership during Cap-and-Invest negotiations to secure \$800 million for the Affordable Homes and Sustainable Communities Program. • AB 1486 (Ting, 2019), signed into law, clarifies and strengthens provisions in the Surplus Land Act to promote the use of public land for affordable housing projects. • SB 346 (Durazo, 2025), signed into law, enacts the Short-Term Rental Facilitator Act of 2025, which permits local agencies to enact ordinances to require short-term rental facilitators to provide specified information on their platform’s rentals to the local agency.
<p>Recreation & Natural Resources</p>	<p>Park and Recreation Facilities</p> <p>Energy</p>	<ul style="list-style-type: none"> • Implementation of Proposition 68 (2018), which allocated \$4 billion to parks and recreation programs. • SB 5 (De Leon, 2017), signed into law, allocates \$3.5 billion in state funding for parks, drought/water, and flood protection programs. • Secured amendments to SB 379 (2022, Weiner), signed into law, which protects cities utilizing online, automated platforms for issuing solar-energy system permits.
<p>Public Safety</p>	<p>Crime Reduction</p> <p>E-Bike Safety</p> <p>Local Law Enforcement</p> <p>Emergency Management</p>	<ul style="list-style-type: none"> • AB 645 (Friedman, 2023), signed into law, implements speed safety system pilot programs. • SB 1079 (2022, Portantino), signed into law, permits the use of sound-activated devices to prevent loud, modified exhaust systems. • SB 381 (Min, 2023), signed into law, requires a study on electric bicycles and the safety of riders and pedestrians. • Establishment of the North Orange County Public Safety Collaborative and the securing of over \$40 million for its public safety efforts. • AB 2553 (Ting, 2019), signed into law, expands an emergency shelter pilot program statewide.
<p>Education</p>	<p>Community College Districts</p> <p>School Facilities</p>	<ul style="list-style-type: none"> • AB 1173 (Ta, 2023), signed into law, requires local educational agencies (LEA) serving grades 9 to 12 to notify community college districts when holding career fairs. • Worked with a coalition of community college and K-12 stakeholders to implement and fund the California Adult Education Program. • SB 1406 (Mendoza, 2016), signed into law, protects community colleges from frivolous lawsuits.



FEDERAL LEGISLATIVE ADVOCACY ACHIEVEMENTS

Policy Sector	Issue	Outcome of Lobbying Efforts
Municipal Management	Municipal Funding	<ul style="list-style-type: none"> Secured over \$274 million in Community Project Funding since FY 2022 for over 210 client projects to advance and protect local priorities.
	COVID-19 Pandemic Messaging	<ul style="list-style-type: none"> Helped lead the creation and passage of the CARES Act and the American Rescue Plan (ARPA). Crafted regional advocacy letters for increased local relief funding. Coordinated with the National League of Cities and the White House to utilize and distribute TPA templates, models, and language regarding COVID-19 messaging. Facilitated conversations between the Department of Treasury and local public agencies regarding the implementation and reporting of CARES Act and ARPA funds.
Local Control & Local Budget	Wireless Infrastructure	<ul style="list-style-type: none"> Obtained a copy of the draft text of the wireless infrastructure bill that threatened local control. Using both statistics and anecdotal evidence, advocated against provisions that would challenge local control, resulting in the mitigation of provisions upon introduction.
	Local Funding	<ul style="list-style-type: none"> Successfully advocated for reauthorization and return of funding for the Secure Rural Schools/Payment instead of Taxes programs.
	State & Local Tax Deduction	<ul style="list-style-type: none"> Modified provision from tax legislation that would have impacted local public agency general fund budgets. Negotiated public messaging on the issue. Led witness selection and preparation for sober living hearing.
	Sober Living Homes	<ul style="list-style-type: none"> Proposed amendment to circumvent controversial provisions; the amendment was adopted by the House committee. Pushed for House and Senate passage of opioids package, including sober living provision in each version—both packages passed with sober living provision intact.
Transportation & Infrastructure	Streets, Public Transit, Highways, & Airports	<ul style="list-style-type: none"> Successfully advocated for continued or increased funding for four out of five federal transportation infrastructure programs between Fiscal Years 2018 and 2019, with the fifth program receiving a one-time tripling of funding in Fiscal Year 2018.
Water	Water	<ul style="list-style-type: none"> Successfully advocated for an increase in funding for Bureau of Reclamation WaterSMART grant programs. Authorized millions of dollars in funding for clients through the 2022 WRDA process. Authorized millions of dollars in funding for clients through the 2024 WRDA process.
Affordable Housing, Homelessness, & Community Development	Homelessness	<ul style="list-style-type: none"> Secured direct HUD funding for innovative programs to provide temporary housing and rehabilitation to homeless individuals.
	Private Activity Bonds Community Development Block Grants	<ul style="list-style-type: none"> Negotiated the removal of a provision from tax legislation that would have impacted key financing tools for new construction. Successfully advocated for maintained funding for HUD Community Development Block Grants beginning in FY 2017.
Public Safety & Emergency Management	Anti-Crime Provisions	<ul style="list-style-type: none"> Inserted rural gang priority language in House and Senate Appropriations Committee Report. Created a regional coalition of Central California cities and law enforcement agencies to advocate for prioritizing rural gang violence.
	Local Law Enforcement	<ul style="list-style-type: none"> Increased local police presence through securing funding from the U.S. Department of Justice COPS program.
	Firefighter Grants	<ul style="list-style-type: none"> Successfully advocated for the continuation of funding for FEMA firefighter grants.
Education	Public Education	<ul style="list-style-type: none"> Authorized \$30 million for California Maritime Centers of Excellence through the 2022 National Defense Authorization Act (NDAA).



EXAMPLES OF SUCCESSFUL STATE & FEDERAL EARMARKS

The following charts detail TPA's success in securing state and federal earmarks over the past several years. For each award, TPA strategized with our clients to identify priority projects and transform them into budget requests. TPA then worked closely and diligently with state and federal legislators, their staff, relevant committee members, and other key stakeholders to ensure our client projects were included in the final official budgets.

STATE BUDGET EARMARKS		
Year	Total Number of Projects	Total Amount Awarded
2025-2026	5	\$9,000,000
2023-2024	55	\$73,910,000
2022-2023	42	\$200,950,000
2021-2022	30	\$377,715,020
2019-2020	15	\$36,230,000
TOTAL STATE BUDGET EARMARKS SECURED: \$697,805,020		

FEDERAL EARMARKS		
Year	Total Number of Projects	Total Amount Awarded
2026	102	\$100,297,517
2024	52	\$57,599,445
2023	34	\$60,390,094
2022	30	\$59,060,357
TOTAL FEDERAL EARMARKS SECURED: \$277,347,413		

OVERALL FUNDING ACHIEVEMENTS

This table provides an overview of our funding achievements on behalf of our clients from state, federal, and local government agencies and private and nonprofit grant programs. These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Area	State Funding	Federal Funding	All Sources
Water and Sanitation	\$134 Million	\$41.6 Million	\$175 Million
Transportation	\$787 Million	\$390 Million	\$1,178 Million
Education	\$262 Million	\$51.9 Million	\$313 Million
Parks and Recreation	\$312 Million	\$39 Million	\$351 Million
Cultural Resources	\$140 Million	\$14.3 Million	\$154 Million
Housing and Development	\$816 Million	\$48.5 Million	\$865 Million
Public Safety	\$165 Million	\$115 Million	\$281 Million
TOTAL	\$2.6 Billion	\$701 Million	\$3.3 Billion



SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to continue to provide state and federal legislative advocacy services to the City:

- **Conduct Detailed Orientation:** TPA will utilize a continuation of our comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City and is designed for maximum success in the current political climate and funding environment.
- **Develop Legislative Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop an official legislative platform and strategy representing the City's priorities in Sacramento and Washington, DC. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration, as well as Congress and the President's Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the City's legislative agenda utilizing the following methods:
 - **Build and Strengthen Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the City's legislative agenda.
 - **Leverage Relationships for Strategic Advocacy Plan:** TPA will engage various techniques to leverage our network of key relationships on behalf of the City:
 - Schedule meetings for the City to discuss relevant legislation
 - Prepare all briefing materials and talking points for the City
 - Brief legislative offices and stakeholders on the City's legislative agenda
 - Follow-up on meetings to ensure commitments and deliverables are being met
 - **Coordinate Advocacy Trips:** TPA will work with the City to coordinate advocacy trips to Sacramento and Washington, DC, to meet with the City's legislative delegation and legislators who serve on committees relevant to the City's agenda. Furthermore, whenever possible, TPA will also schedule legislators' site visits to the City.

For advocacy trips to Washington, DC, TPA will handle all details of the trip, including, but not limited to:

- Planning and scheduling of meetings
- Providing logistical support, including airport pickups, hotel pickups, and travel to and from meetings
- Providing access to a private office within walking distance to the Hill and with immediate access to the Metro
- Coordinating all meal reservations, including scheduling with key members to attend
- Access to the National Democratic Club
- Access to the Capitol Hill Club (National Republican Club of Capitol Hill)
- Organizing any additional activities of interest (White House tour, VIP Capitol Tour, Monument Tour, African American Museum tickets, etc.)

- **Track Legislation:** TPA will identify, analyze, and monitor all bill introductions and amendments relevant to the City's legislative platform and assess their potential impact on the City.
- **Craft Testimony and Position Letters:** TPA will prepare and submit written and verbal testimony regarding legislation relevant to the City. TPA will also draft and deliver position letters to legislators and key officials on specific bill language.
- **Draft Bill Language:** TPA will draft language and amendments for relevant legislation, as required to protect and promote the City's agenda.
- **Engage in the Rule-Making Process:** TPA will coordinate with the City to engage during the federal rule-making process to ensure the City's legislative agenda is being promoted and protected in Washington, DC. Engagement activities will include crafting and publishing public comments and contacting legislators to convey either support or opposition to the proposed rule.
- **State Budget Funding Opportunities:** To maximize state funding, TPA will work with the City to identify projects and other funding priorities suitable for funding through the State Budget. TPA will coordinate with the City to develop supporting materials for the budget request, as well as submit the request. TPA will also work with members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.
- **Federal Earmark Opportunities:** To maximize federal funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the City to develop supporting materials for the earmark request, as well as submit the request. TPA will also work with members of the City's federal legislative delegation to gain support for the inclusion of the City's project.
- **Provide Progress Reports:** TPA will confer regularly with the City on our activities and provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.
- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file all applicable state and federal lobbying disclosure reports on behalf of the City.



FEE SCHEDULE

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
Year 1 - State and Federal Legislative Advocacy Services	\$5,750*
Year 2 - State and Federal Legislative Advocacy Services	\$6,250*
<ul style="list-style-type: none">• Conduct Detailed Orientation	Included
<ul style="list-style-type: none">• Develop Legislative Strategy	Included
<ul style="list-style-type: none">• Implement the Legislative Strategy	Included
<ul style="list-style-type: none">• Build and Strengthen Relevant Relationships	Included
<ul style="list-style-type: none">• Leverage Relationships for Strategic Advocacy Plan	Included
<ul style="list-style-type: none">• Coordinate Advocacy Trips	Included
<ul style="list-style-type: none">• Track Legislation	Included
<ul style="list-style-type: none">• Craft Testimony and Position Letters	Included
<ul style="list-style-type: none">• Draft Bill Language	Included
<ul style="list-style-type: none">• Engage in the Rule-Making Process	Included
<ul style="list-style-type: none">• State Budget Funding Opportunities	Included
<ul style="list-style-type: none">• Federal Earmark Opportunities	Included
<ul style="list-style-type: none">• Provide Progress Reports	Included
<ul style="list-style-type: none">• Prepare and File Lobbying Disclosure Reports	Included

**The monthly fee includes all reasonable business and travel expenses.*






AGR Townsend Public Affairs Inc. FY26-27 and FY27-28 wExA

Final Audit Report

2026-06-04

Created:	2026-06-04
By:	Amanda Conklin (aconklin@townsendpa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAavi37mTaDO4fOosnldJX2xeVz469jv2iG

"AGR Townsend Public Affairs Inc. FY26-27 and FY27-28 wExA" History

-  Document created by Amanda Conklin (aconklin@townsendpa.com)
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-  Document e-signed by Christopher Townsend (ctownsend@townsendpa.com)
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