

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
KAHN, SOARES & CONWAY, LLP  
FOR  
STATE LEGISLATIVE ADVOCACY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and, KAHN, SOARES & CONWAY, LLP., a hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to perform State Legislative Advocacy Services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Louie Brown who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on , 2023 (the "Commencement Date"). This Agreement shall automatically terminate two (2) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in Exhibit "A" shall be completed no later than two (2) years from the Commencement Date. The time for performance of the tasks identified in Exhibit "A" are generally to be shown in Exhibit "A." This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in Exhibit "B," which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Hundred Eighty Thousand Dollars (\$180,000).

5. EXTRA WORK

In the event CITY requires additional services not included in Exhibit "A" or changes in the scope of services described in Exhibit "A," CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of Exhibit "B."

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall

apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and 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 CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not

effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, 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, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: City Manager  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

Kahn, Soares & Conway, LLP  
ATTN: Louie Brown  
1415 L. Street, Suite 400  
Sacramento, CA 95814



17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act

contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement,

promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,  
KAHN, SOARES & CONWAY, LLP.

CITY OF HUNTINGTON BEACH,  
a municipal corporation of the State of  
California

By: \_\_\_\_\_

\_\_\_\_\_  
print name  
ITS: (circle one) Chairman/President/Vice President

**AND**

By: \_\_\_\_\_

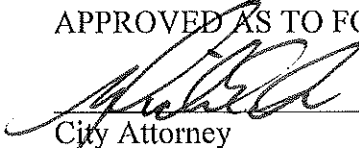
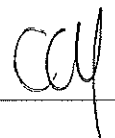
\_\_\_\_\_  
print name  
ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary – Treasurer

\_\_\_\_\_  
City Manager

INITIATED AND APPROVED:

  
\_\_\_\_\_  
Assistant City Manager

APPROVED AS TO FORM:

   
\_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

RECEIVE AND FILE:

\_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

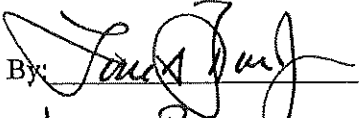
promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,  
KAHN, SOARES & CONWAY, LLP.

By:   
\_\_\_\_\_  
Louie Brown Jr.  
print name

ITS: (circle one) Chairman/President/Vice President

**PARTNER**  
**AND**

By: \_\_\_\_\_

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary – Treasurer

CITY OF HUNTINGTON BEACH,  
a municipal corporation of the State of  
California

\_\_\_\_\_  
City Manager

INITIATED AND APPROVED:

\_\_\_\_\_  
Assistant City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

RECEIVE AND FILE:

\_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

## **EXHIBIT "A"**

### **A. STATEMENT OF WORK: (Narrative of work to be performed)**

Perform State Legislative Advocacy Services

### **B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:**

#### **1. Legislative Priorities**

- a) Work with the City Council, the City Manager, and other designated City staff to discuss goals, objectives, opportunities, and priorities.
- b) Provide strategic advice regarding the development of legislative positions and priorities.
- c) Raise, discuss and assess any affirmative legislative action that may benefit the City, as needed. In consultation with City staff, determine appropriate positions on relevant legislation and recommend proactive legislative action, as appropriate.
- d) Participate in preparing the legislative policy platform, including identifying potential policy issues and upcoming legislative proposals, as needed.

#### **2. Advocate on the City's Behalf**

- a) Testify at the direction of, and on behalf of the City, at hearings before legislative and regulatory committees.
- b) Identify opportunities for City officials to participate in the legislative process and make recommendations. Those opportunities include, but are not limited to, communication to members of the U.S. Congress and State Congress, providing testimony at legislative hearings, and communication with federal and state agencies.
- c) Work with legislators for bill authorization and follow appropriations as they concern the City.

#### **3. Legislative Research and Analysis**

- a) Review proposed, introduced and amended state legislation, and proposed and adopted state administrative rules and regulations, to identify and report on matters potentially affecting the City.
- b) At the direction of and on behalf of the City, undertake advocacy, policy analysis and strategy development on state legislative matters of interest to and/or affecting the City.
- c) Present state legislative issues to the City Council for policy direction as needed.
- d) Monitor State agency rulemaking and notify the City of potential impacts.

#### **4. Communication**

- a) Consultant shall direct all communication for the duration of the contract with the Contract Manager.

- b) Regularly communicate with the City, attend monthly briefing calls with City staff monthly briefings with the Mayor at the Intergovernmental Relations Committee. Provide weekly and monthly reports on status of legislation and other related updates, and other reports as needed.
- c) Provide regular updates on the political landscape in State's Capital to help provide context, and identify opportunities and potential issues. At a minimum, provide monthly reports of activities pursued or accomplished on behalf of the City.
- d) Provide updates on proposed, introduced, and amended state legislation, and proposed and adopted state administrative rules and regulations, to identify and report on matters that potentially affect the City's legislative priorities.
- e) Identify potential future legislative issues or opportunities that may interest the City, and help position the City to benefit from new laws, regulations, policies, programs, and/or funding opportunities.
- f) Prepare position letters, draft legislative language and talking points on legislative, budgetary, and regulatory issues as necessary.
- g) Raise, discuss and assess any affirmative legislative action that may benefit the City, as needed.
- h) In consultation with City staff, determine appropriate positions on relevant legislation and recommend proactive legislative action, as appropriate.

#### 5. Capitol Asset

- a) Support a positive relationship with the Governor, State Agencies, and Members of the California Legislature.
- b) Assist in establishing relations between councilmembers and City staff and legislative persons, including chairs and consultants of key committees and other important policymakers.
- c) Coordinate meetings for City officials and the Governor, State Agencies, and Members of the California Legislature and other key stakeholders.
- d) Representation in the Capitol and a voice for the City.

#### 6. Financial Outlook

- a) Develop a strategic state funding plan, coordinating with City staff and departments to develop a proactive and comprehensive strategy that serves the City's priorities. The plan shall identify City projects, outline and prioritize multiple funding options/opportunities for each project, and evaluate the cost/benefit ratio for each opportunity.
- b) Monitor and report on the state budget and work to secure funding when appropriate on projects beneficial to City's interests.

#### 7. Grants

- a) Support City grant activity, including identifying, researching, and monitoring funding opportunities, facilitating communication with state agencies, and advocating for support of the application from legislators and key stakeholders.
- b) Anticipate Grant announcements

- c) Develop and implement appropriate strategies for coordinating the City's State lobbying activities/affairs program with its Federal affairs program.
- d) Provide meeting opportunities for City staff to discuss potential grant/funding opportunities and guide them through the application process.
- e) Work with the City to identify and evaluate potential funding categories with annual budget or appropriation bills, and specific funding on grant opportunities.
- f) Provide grant writing and follow through monitoring of grant conditions and requirements.

#### 8. Collaboration

- a) Coordinate and cooperate with other municipalities, organizations and firms having similar legislative objectives as the City. Develop strategies with City staff to identify, organize, utilize, and coordinate City priorities with its associates and other broad coalition-based memberships.
- b) Coordinate with other local government officials and stakeholders to advocate for common goals.

#### 9. FPPC Filings

- a) Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. Provide the City notification of any changes or modifications that may be present.

#### 10. Ethics and Conflicts of Interest:

- a) Contractor shall conduct business in such a manner as to foster public confidence in the integrity of City programming and activities.
- b) Contractor shall not solicit, demand, accept or agree to accept from any other person a gratuity or benefit in connection with the Agreement.
- c) Under the Levine Act, Section 84308 of the Government Code, a party to a proceeding before the City involving a license, permit, or other entitlement for use is required to disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent to any elected or appointed officer of the City..

#### C. CITY'S DUTIES AND RESPONSIBILITIES:

#### D. WORK PROGRAM/PROJECT SCHEDULE:



## EXHIBIT "B"

### Payment Schedule (Fixed Fee Payment)

1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY and or otherwise arranged with CITY.

2. CONSULTANT shall be entitled to payment toward the fixed fee set forth herein in accordance with the following:

Payment Issuance Schedule	Payment
Monthly: 1. Written report to City of Huntington Beach a. Record of meetings with State agencies, lawmakers, consultants, policymakers, etc. regarding business related to or on behalf of the City of Huntington Beach b. Record of strategic funding plan, as established by City of Huntington Beach and consultant i. Report of grant-related activity such as identification, research, and advocacy for the City of Huntington Beach ii. Report of other funding and appropriations opportunities c. Record of fulfillment of Scope of Services  2. Attendance at the monthly Intergovernmental Relations Committee meeting  3. Regular communication with the City's Contract Manager including weekly updates	\$7500.00
<b>Total</b>	<b>\$7500.00</b>

3. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

4. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



## INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

1. Requested: Risk Management
2. Date: August 17, 2023
3. Name of contractor/permittee: Kahn, Soares & Conway, LLP
4. Description of work to be performed: Providing Legislative and Regulatory Services for the City
5. Value and length of contract: September 2023 to September 2024, \$90,000.00
6. Waiver/modification request: \$50,000 deductible for Professional Liability
7. Reason for request and why it should be granted: The City only allows up to a \$10,000 deductible for Professional Liability. Kahn, Soares & Conway, LLP has provided a financial statement to prove they are in good standing.
8. Identify the risks to the City in approving this waiver/modification: Low

  
\_\_\_\_\_  
Department Head Signature

8/17/23  
\_\_\_\_\_  
Date:

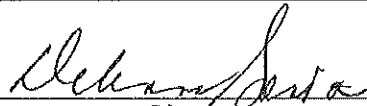
### APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

**1. Risk Management**

☒ Approved

☐ Denied

  
\_\_\_\_\_  
Signature

8-17-23  
\_\_\_\_\_  
Date

**2. City Attorney's Office**

☒ Approved

☐ Denied

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**3. City Manager's Office**

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Human Resources

NOV 14 2023 10:41 AM

## Waiver Procedure

To request a waiver, indicate here ☒ and provide a brief description ( 1 – 2 sentences) of the proposed work/project, its dollar value (if not a specific dollar amount, use an average, annual estimate or non-profit) and projected timeframe (per job or as-needed basis).  
For substantial dollar deductible/SIR amounts, a financial statement is required (Balance Sheet, Budget Reports, Dun & Bradstreet Report, etc.).

Waiver Requested: Kahn, Soares & Conway, LLP

Encroachment Permit ☐

Private Property Work Permit ☐

Consultant Services ☒

Other: \_\_\_\_\_

Proposed Work: We will be providing are legislative and regulatory services for the City.

Dollar Value: \$90,000.00

Projected Timeframe: September 2023 through September 2024



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2023

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Walter R. Anderson Insurance 3767 State Street Suite 2B  Santa Barbara CA 93105	CONTACT NAME: Agency Csr PHONE (A/C, No, Ext): (805) 682-8886 FAX (A/C, No): (805) 583-1160 E-MAIL: ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: QBE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Kahn, Soares & Conway Kahn, Soares & Conway 1415 L Street, Suite 400 Sacramento CA 95814-2823	NAIC #

## COVERAGES

CERTIFICATE NUMBER: CL2381502411

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 SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Professional Liability \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY INSURANCE-CLAIMS MADE POLICY			LAW-11470-02	06/01/2023	06/01/2024	LIMITS: \$2,000,000/ \$2,000,000 DEDUCTIBLE: \$50,000 PRIOR ACTS: FULL

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

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF HUNTINGTON BEACH 2000 MAIN STREET  HUNTINGTON BEACH CA 92648	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 <i>Lisa Bellifemille</i>
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.