2000 Main Street,
Huntington Beach, CA
92648

City of Huntington Beach

File #: 26-671 **MEETING DATE:** 8/10/2026

Subject:
State and Federal Legislative Advocacy

Statement of Issue:
Following an extensive Request for Proposals (RFP) process, staff identified two consultants, Kahn, Soares & Conway LLP and Stapleton & Associates to provide State and Federal legislative advocacy services, respectively. Staff seeks additional input from the Intergovernmental Relations Committee, prior to placing both contracts on the August 18, 2026, City Council agenda for further consideration.

Financial Impact:
Funds are budgeted in the FY26-27 Operating Budget under business unit 10030101.69365. Funds for future years will be included in their respective years' budgets.

Recommended Action:
Based on the RFP process as defined by the City's purchasing policies and the panel's rankings, staff proposes to recommend to the City Council to approve a 3-year professional services agreement for state legislative advocacy services with Kahn, Soares & Conway LLP and a 3-year professional services agreement for federal legislative advocacy services with Stapleton & Associates. Provide feedback to staff.

Alternative Action(s):
Do not approve the recommended action and direct staff accordingly.

Analysis:
The City of Huntington Beach issued an RFP on May 21, 2026, for well-qualified firms to provide state and federal legislative advocacy services in support of the City Council's policies and priorities. Firms were asked to submit proposals for either or both the Federal and State legislative advocacy services.

The RFP asked firms to detail their qualifications and their proposed approach to the scope of work, which includes work with the City to establish legislative priorities, advocate on the City's behalf to federal and state legislative bodies and agencies, conduct legislative research and analysis, support the City in Washington, D.C. and/or Sacramento, and support the City's financial outlook by advocating for federal appropriations and grant funding.

The RFP specified that responses must include:

1. Cover Letter
2. Firm Qualifications
3. Understanding of and Proposed Approach to the RFP Scope of Work
4. References
5. Pricing Proposal

Additionally, the RFP identified specific criteria that would be used in the evaluation process:

1. Qualifications and experience of the individuals assigned to the contract.
2. Qualifications and experience of the responding firm.
3. Experience and track record conducting similar work for similar cities.
4. Understanding and approach to the proposed scope of work in Huntington Beach.
5. Proposed Fees.

The RFP closed on June 18, 2026, and the city received five proposals. Proposals were independently evaluated by a panel of three staff members using the specific criteria listed in the RFP. A weighted scale up to 1500 points was allocated across six criteria in compliance with the RFP. Each panelist independently reviewed and scored the proposals per the City's purchasing procurement policies, and the ranking is as follows:

Proposer	Scope of Work	Cost per Year	Total Points
Kahn, Soares & Conway LLP	State	$90,000	1380
Stapleton & Associates	Federal	$78,000	1240
The CrisCom Company	State and Federal	$120,000	1130
PACE LLP	Federal	$108,000	1090
Nestpoint Associates	Federal	$360,000	870

Based on the RFP process as defined by the City's purchasing policies and the panel's rankings, staff proposes to recommend to the City Council to approve a 3-year professional services agreement for state legislative advocacy services with Kahn, Soares and Conway LLP and a 3-year professional services agreement for federal legislative advocacy services with Stapleton & Associates. Sufficient funds to cover the cost of each agreement are budgeted for the FY2026-27 Operating Budget under business unit 10030101.69365.

Environmental Status:

Pursuant to CEQA Guidelines Section 15378(b)(5), administrative activities of governments that will not result in direct or indirect physical changes in the environment do not constitute a project.

Strategic Plan Goal:

Non Applicable - Administrative Item

Attachment(s):

1. 2026 State and Federal Legislative Advocacy Services RFP

REQUEST FOR PROPOSAL

FOR

STATE AND FEDERAL LEGISLATIVE ADVOCACY SERVICES

CITY MANAGER'S OFFICE
CITY OF HUNTINGTON BEACH

Released on May 21, 2026

STATE AND FEDERAL LEGISLATIVE ADVOCACY SERVICES
REQUEST FOR PROPOSAL (RFP)

1. INTRODUCTION & BACKGROUND

The City of Huntington Beach (hereinafter referred to as the "City") is requesting proposals to establish a contract/contract(s) for State and Federal Legislative Advocacy Services, with work to commence on or about September 6, 2026 and be completed on September 5, 2029. The City reserves the right to extend the contract for up to one (1) additional one (1) year period. City reserves the right to issue additional solicitation(s) during term of agreement if services with niche experience/expertise are needed for special projects.

Huntington Beach is located along the Southern California coast in Orange County, 35 miles south of Los Angeles and 90 miles north of San Diego. The City is best known today for its 8.5 miles of uninterrupted beaches, excellent year-round weather, and a surf culture that draws 4 million visitors annually. Beyond the shoreline, Huntington Beach is a full-service charter city guided by a Council-Manager form of government, with a seven-member City Council made up of the Mayor and six City Council members elected at large. The City Council is the legislative body responsible for the overall policies and direction of the City. Appointed by the City Council, the City Manager implements City Council policy and laws, provides overall guidance to operating departments, and is responsible for administering all City programs to ensure service delivery in an efficient, cost-effective, and quality manner. The City is the 23rd largest city in California, serving as home to a residential population of 195,240.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	May 21, 2026
Deadline for Written Questions	June 4, 2026
Responses to Questions Posted on Web	June 11, 2026
Proposals are Due	June 18, 2026
Proposal Evaluation Completed	July 2, 2026
Approval of Contract	July 2026

3. SCOPE OF WORK

The City of Huntington Beach seeks qualifications from well-qualified firms to provide both Federal and State legislative advocacy services, in support of the City Council's policies and priorities.

Firms may submit qualifications for either or both State and Federal legislative advocacy services. The services may be awarded separately. Break out proposed fees for both services and provide a cost of services if awarded both contracts.

To build an effective partnership with the selected firm, this RFP assesses each firm's qualifications and approach to the proposed scope of work below. After reviewing the responses received, the City will identify the best consultant(s) to serve our needs moving ahead.

The following includes a general scope of the work to be pursued by the selected consultant: Consultant shall perform the services as set forth below.

A. Legislative Priorities
    1) Work with the City Council, the City Manager, and designated City staff to discuss goals, objectives, opportunities, and priorities.
    2) Provide strategic advice regarding the development of legislative positions and priorities.
    3) Raise, discuss, and assess any affirmative legislative action that may benefit the City. In consultation with City staff, determine appropriate positions on relevant legislation and recommend proactive legislative action, as appropriate.
    4) Participate in preparing the legislative policy platform, including identifying potential policy issues and upcoming legislative proposals.

B. Communication
    1) Provide weekly and monthly reports on status of legislation and other reports as needed. Consultant shall direct all communication for the duration of the contract with the Contract Manager.
    2) Regularly communicate designated City staff, attend monthly Intergovernmental Relations Committee.
    3) Provide regular updates on the political landscape in the state and national capitals to help provide context and identify opportunities and potential issues.
    4) Provide updates on proposed, introduced, and amended legislation, and proposed and adopted rules and regulations, to identify and report on matters that potentially affect the City's legislative priorities.
    5) Prepare position letters, draft legislative language and talking points on legislative, budgetary, and regulatory issues, as necessary.

C. Legislative Research and Analysis
    1) Review proposed, introduced, and amended federal/state legislation, and proposed and adopted federal/state administrative rules and regulations, to identify and report on matters potentially affecting the City.
    2) At the direction of and on behalf of the City, undertake advocacy, policy analysis, and strategy development on federal/state legislative matters of interest to and/or affecting the City and help position the City to benefit from new laws, regulations, policies, programs, and/or funding

opportunities.

3) Present federal/state legislative issues to the City Council for policy direction as needed.
4) Work with legislators for bill authorization and follow appropriations as they concern the City.
5) Monitor Federal/State agency rulemaking and notify the City of potential impacts.

D. Capitol Asset
   1) Support a positive relationship with the members of US Congress, federal agencies, and State of California lawmakers and agencies.
   2) Assist in establishing relations between councilmembers and City staff and legislative persons, including chairs and consultants of key committees and other important policymakers.
   3) 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.
   4) Coordinate meetings for City officials and staff with members of Congress and their staff, the executive branch, Federal/State agencies, and other key stakeholders.
   5) Advocate on the City's Behalf: Represent the City's voice in the Capitol.; Testify, per direction of and on behalf of the City, at hearings before legislative and regulatory committees.

E. Financial Outlook
   1) Develop a strategic state/federal funding plan, coordinating with City staff and departments to develop a strategy that serves the City's priorities.
   2) Monitor and report on the state/federal budget and work to secure funding when appropriate on projects beneficial to City's interests.
   3) Support City's quest for outside funding opportunities, including identifying, researching, and monitoring funding opportunities, facilitating communication with Federal/State agencies, and advocating for support from legislators and key stakeholders of funding requests.
   4) Anticipate funding announcements.
   5) Provide meeting opportunities for City staff to discuss potential grant/funding opportunities and guide them through the application process.
   6) Work with the City to identify and evaluate potential funding categories with annual budget or appropriation bills, and specific funding on grant opportunities.

F. Collaboration
   1) 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.
2) Coordinate with other local government officials and stakeholders to advocate for common goals.

G. FPPC Filings
1) 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.

H. Ethics and Conflicts of Interest:
1) Consultant shall conduct business in such a manner as to foster public confidence in the integrity of City programming and activities.
2) Consultant shall not solicit, demand, accept or agree to accept from any other person a gratuity or benefit in connection with the Agreement.
3) 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.

1. PROPOSAL - FORMAT GUIDELINES

Interested consultants are to provide the City of Huntington Beach with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder's response:

A. Vendor Application Form and Cover Letter
Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed two pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the consultant's office located nearest to Huntington Beach, California and the office from which the project will be managed.

B. Background and Project Summary Section
The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section
Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1) Describe the recommended approach to the City's legislative advocacy needs, as outlined in the RFP Scope of Work.
2) An implementation plan that describes: (i) the methods, including controls, by which your firm manages projects of the type sought by this RFP; and (ii) any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
3) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
4) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
5) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

D. Staffing
1) Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.
2) Upon award and during the contract period, if the consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Qualifications
1) The information requested in this section should describe the qualifications of the firm, key staff and sub-consultants performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
2) An overview of qualifications for the firm, which should include the type of organization, size, professional registration, and affiliations of the company.
3) Clearly identify the project lead who will be responsible for the day-to-day management of the contract.
4) Resumes and backgrounds of the principal staff who will be working directly and regularly on this initiative with the City as well as their roles.
5) Provide a minimum of three (3) references of which the proposer has performed services of similar scope, within the last three years demonstrating experience relevant to this request and that are related to government advocacy (cities

preferred). Provide the contact person's name, title, address, phone number, and email address. Provide a list of current clients.

b) Project Manager Reference (1) In addition to the firm's references, provide a minimum of one (1) reference for a project with similar scope of services within the most recent five (5) years prior to date of proposal submittal.

6) Describe the Consultant's established strategic relationships with stakeholders, if any, that the Consultant would partner with to achieve outcomes that support the City's legislative and policy positions.
7) Explain what you would do in a situation where two or more of your clients have conflicting views and/or positions on a matter in which you've been asked to advocate on behalf of the City.
8) Describe your process for identifying, applying, advocating, and securing grants and other funding opportunities.
9) Provide any suggested modifications to the Scope of Work listed above.

F. Fee Proposal

The City shall not provide reimbursement for business or travel-related expenses; therefore, such costs must be absorbed in the hourly rate or lump sum fee structure.

Pricing shall remain firm for the entire agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term.

1) Provide a fee schedule/pricing information for the services as set forth in ATTACHMENT I, which must include:
   a) Hourly rates for each category of employee.
   b) Monthly retainer not-to-exceed amount.
   c) Annual not-to-exceed amount (Monthly retainer not-to-exceed amount x 12).

5. PROCESS FOR SUBMITTING PROPOSALS

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference, if applicable. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

A. Content of Proposal

The proposal must be submitted using pdf format as indicated in the proposal format guidelines.

B. Preparation of Proposal
Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

C. Number of Proposals
Submit one (1) PDF file format copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

D. Submission of Proposals
Complete written proposals must be submitted electronically in PDF file format via the Planetbids.com website no later than 4:00 p.m. (P.S.T) on June 18, 2026. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

E. Inquiries
Questions about this RFP must be directed in writing through the PlanetBids Q&A tab no later than 5:00 p.m. (PST) June 4, 2026 for response.

F. Conditions for Proposal Acceptance
This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Huntington Beach, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Huntington Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

A. Compliance with RFP requirements
B. Understanding of the project
C. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies
D. Educational background, work experience, and directly related consulting experiences
E. Price
F. References

The City may also contact and evaluate the bidder's and subconsultant's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

7. STANDARD TERMS AND CONDITIONS

A. Amendments
The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Huntington Beach Procurement Registry, Huntington Beach - Official City Web Site - Business - Bids & RFP's; bidders should check this web page daily for new information.

B. Cost for Preparing Proposal
The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.

C. Contract Discussions
Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected, and discussions will be initiated with the second highest scoring firm. See Exhibit B for a sample agreement.

D. Confidentiality Requirements
The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

E. Financial Information
The City is concerned about bidders' financial capability to perform; therefore, it may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

F. Payment by Electronic Funds Transfer – EFT:
The City requires that payment be made directly to the vendor's bank account via an Electronic Fund Transfer (EFT) process. Banking information will need to be provided to the City via an Electronic Credit Authorization form. A City Representative will provide the Electronic Credit Authorization form upon intent to award. Vendor will receive an Electronic Remittance Advice with the payment

details via email. It is solely the responsibility of the vendor to immediately notify the City of any change to their information related to payments.

G. Business License

CONSULTANT will be responsible for procuring a City of Huntington Beach Business License prior to execution of contract.

H. Insurance Requirements

City Resolution 2008-63 requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix C. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

APPENDIX A

REQUEST FOR PROPOSAL

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title:_____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Year Business was Established: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LIMITED LIABILITY PARTNERSHIP
☐ SOLE PROPRIETORSHIP
☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Huntington Beach Business License Number: _____
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: _____

References of Work Performed Form

(Local/like agencies - cities preferred)

Comany Name:_____

1. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

2. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

3. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

APPENDIX B

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

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 , a hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to ; 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 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 _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) 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 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 Dollars ($).

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

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.

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:
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

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.

CONSULTANT's initials _____ _____

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

CONSULTANT,

COMPANY NAME

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

_____
Mayor

_____
City Clerk

INITIATED AND APPROVED:

_____

REVIEWED AND APPROVED:

_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"

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

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

C. CITY'S DUTIES AND RESPONSIBILITIES:

D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.

3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to 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 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.

.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. 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.

3. 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.

4. 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.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

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APPENDIX C

CITY OF HUNTINGTON BEACH

Phone: 714-374-5373 E-mail: RMinsurance@surfcity-hb.org

Insurance Requirements vary for different applicants. Please see the below listed applicant types followed by the insurance requirements.

City of Huntington Beach Resolution 2008-63 requires that contractors, permittees, licensees/lessees and vendors have an approved Certificate of Insurance on file with the City of Huntington Beach for the issuance of any permit or city contract.

The insurance certificate must be approved by the City Attorney's Office as to meeting all of the city's insurance requirements. An original certificate is required or a PDF version attached to an email may be forwarded. If the insurance certificate is faxed, it must come directly from the insurance provider to the City of Huntington Beach. All insurance must be from a California admitted carrier with a current A.M. Best's Rating of no less than A:VII

1. CONTRACTORS – Any persons or entities or Contract with the City and/or provide service to the City which are readily available and efficiently procured by competitive bidding.
Requirements: General Liability, Workers' Compensation, Auto Liability, Additional Insured Endorsements

2. DESIGN PROFESSIONALS- Professional Service contractors who contract with the City and/or provide architectural and/or engineering services to the City.
Requirements: Errors and Emissions (Professional Liability) $1,000,000 coverage

3. LICENSEES/LESSEES – any person or entities who make contract with the city for the use of public property.
Requirements: General Liability, Workers' Compensation, Property Insurance (full replacement costs with no coinsurance penalty provision), Additional Insured Endorsement

4. PERMITEES – any persons or entities who make application to the City for any use of encroachment upon any street, waterway, pier, or City property.
Requirements: General Liability, Workers' Compensation, Auto Liability, Additional Insured Endorsements

5. PROFESSIONAL SERVICES – means those services, which involve the exercise of professional discretion and independent judgment on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to Huntington Beach Municipal Code Section 3.02. Such Services shall include but not be limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.
Requirements: Errors and Omissions (Professional Liability) $1,000,000 coverage

Private Property Work Permit Requirements – If the planned work does not involve public property or its right-of-way (e.g. sidewalk/street), the Workers' Compensation Certificate is the only insurance requirement. However, if the work site is adjacent to or attached to public property, the City Attorney's Office must be informed for consideration of liability and decide whether or not to approve the certificate with a specific "Private Property Only" approval stamp.

- **General Liability (G/L)** – The general liability requirement is for $1,000,000 with "per occurrence" type claims coverage and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. (see below for Additional Insured requirements)

- **Additional Insured Endorsement Requirements** – The City, its officers, elected or appointed officials, employees, agents and volunteers are to be specifically named and covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees. The endorsement should include the policy number it correlates to.

- **Primary Insurance** – General Liability Insurance coverage shall be primary insurance as respects the City, its agents, officers, and employees. Any insurance or self-insurance maintained by the City, its agents, officers, and employees shall be excess of the submitted insurance and shall not contribute with it.

- **Description of work** – The staff contact and purpose of the evidence of coverage must be identified on the certificate of insurance.

- **Automotive Insurance** – Automobile insurance requirement is for $1,000,000 and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. Permittees who do not use vehicles or equipment in connection with the permit can request to waive the Auto insurance requirement.

- **Worker's Compensation Insurance (W/C)** – As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.
  Certificate holder listed on the certificate is:
  City of Huntington Beach, 2000 Main St., Huntington Beach, CA 92648.
  If your organization/company has no compensated employees working on the project, you may complete and return a "Non-Employer Status" form to be used in lieu of a W/C insurance certificate.

- **Cancellation Clause Notice** – The cancellation clause must contain a thirty (30) day notice. A ten (10) day notice for non-payment of premium is acceptable in combination with 30 day notice.

- **Professional Liability** – Coverage must be provided at a minimum of $1,000,000 per occurrence and in the aggregate.

- **Deductibles**– The following deductibles are acceptable and all others must be removed from the insurance policy or a waiver can be requested (No allowances for SIR) :

    - **General Liability -** $5,000
    - **Auto Liability -** $1,000
    - **Professional Liability/Errors & Omissions -** $10,000

- **Waiver Procedure** – If unable to comply with a requirement, the "INSURED" may request a waiver of a specific requirement. The Insurance Waiver form is an internal form that the City of Huntington Beach will complete. (see following page for waiver form) ***The exception to the waiver is the G/L & Auto "Additional Insured Endorsement" page.***

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: _____

Encroachment Permit☐ Private Property Work Permit☐ Consultant Services☐
Other: _____
Proposed Work: _____
_____
Dollar Value: _____
Projected Timeframe: _____