

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract") is made and entered into as of this 1st day of July 2023, by and between City of La Habra, a municipal government ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.
Client agrees to pay Consultant for the Services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Expenses.
Subject to prior written authorization, Client shall reimburse Consultant for all itemized expenses with third party vendors incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof will be due upon receipt.
5. Laws, Rules and Regulations.
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. Lobbyist Registration
As a lobbyist employer, Client is required to file a Form 602 with the California Secretary of State, a quarterly Form 635, and register with the United States Congress. Consultant will prepare all forms for Client's signature and will file the forms on your behalf of Client.
7. No Condition to Payment.
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder are not in any way contingent upon the achievement of any specific result including, without limitation, the defeat or enactment of any legislative or administrative proposal. Consultant does not guarantee, represent or warrant any specific results in connection with the provision of Services. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of Services rendered hereunder.
8. Independent Contractor.
Client confirms to Consultant that the Services provided by Consultant to Client hereunder are not of a type performed by Client on its own behalf and are not within the scope of Client's usual business. It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be

interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Consultant's performance of the Services shall not be subject to the control and direction of Client. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant fully retains the right to contract with and perform services for other parties during the entire term hereof.

9. Work Product

Any tangible work product that is developed by Consultant shall be the property of the Client.

10. Confidentiality.

Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client

11. Termination.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

12. Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

13. Attorneys Fees.

Client and Consultant agree that the prevailing party in any dispute under this Contract shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

14. Certification of Non-Discrimination.

By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

15. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

IF TO CONSULTANT:

TOWNSEND PUBLIC AFFAIRS
1401 Dove St Suite 330
Newport Beach, CA 92660
Tel: 949-399-9050
Fax: N/A
Attn: Christopher Townsend

IF TO CITY:

CITY OF LA HABRA
110 East La Habra Blvd.
La Habra, CA 90633
Tel: 562 383-4200
Fax: N/A
Attn: Jim Sadro

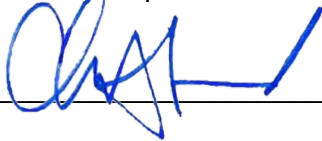
16. Execution.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC.,
a California corporation

By: _____



Name: Christopher Townsend

Title: President

"CLIENT"

CITY OF LA HABRA
a municipal government

By: _____

Name: _____

Title: _____

EXHIBIT "A"
TO
CONTRACT FOR CONSULTANT SERVICES

TERM: July 1, 2023 through June 30, 2025

FEE SCHEDULE: \$5,000 per month

SERVICES: State and Federal Advocacy and Grant Writing Services

Client Initials _____

Consultant Initials 