



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: ^{OC} David N. Carmany, City Manager

FROM: Vince Mastrosimone, Senior Management Analyst

DATE: January 17, 2012

SUBJECT: Approve Agreement with Pacific Research & Strategies, Inc. for Professional Services for Community Outreach in the amount of \$2,000 per month

RECOMMENDATION:

Staff respectfully recommends that the City Council approve Agreement with Pacific Research & Strategies, Inc. (PRSI) for Professional Services for community outreach in the amount of \$2,000 per month.

FISCAL IMPLICATION:

An appropriation of \$10,000 from the City Council Contingency fund is needed to fund this Agreement through the end of the fiscal year. This appropriation will leave this fund with a balance of \$8,542. The annual cost of this Agreement will be included in the budget submission for FY 2012-2013.

BACKGROUND:

Community outreach is intended to inform the public about projects and issues that will affect their lives before the project takes place and before an issue becomes a controversy. The dissemination of information becomes more critical when the public is expected to participate in the decision making process. The more controversial a project or an issue is, the greater the time and expertise is needed to inform the public.

Anticipating and framing issues are critical skills for the success of any project. Entities who wait too long will find that someone else has framed the issue first, making the process suspect and making it difficult to take the initiative. The objective of community outreach is to give all stakeholders timely, accurate and appropriate information about the issue as well as a voice in the process. An entity faces no bigger problem than losing credibility because it did not pay adequate attention to community involvement and the community outreach process.

DISCUSSION:

PRSI has been in business since 1985 offering community outreach and public relations services to public sector clients. They are proficient in a number of areas that can be utilized by the City including community relations, media management, image development, coalition building and

media training.

The services of PRSI will be available to all city departments. Anticipated uses of services include such projects as the two volleyball tournaments, the Centennial Celebration, the various Public Works Capital Improvement Projects, City sponsored special events, significant community development issues, social media and crisis management. An outline of the complete background and services offered by PRSI is attached.

- Attachments: A. Pacific Research and Strategies, Inc. Background Information
B. Professional Services Agreement



About Pacific Research & Strategies, Inc.
www.PacificResearch.net

Contact:

Pacific Research & Strategies, Inc.
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Long Beach, CA 90803
Ph: (562) 494-3800 Fax: (562) 494-3900
Email: Info@pr-si.com
Rod Wilson, President / CEO: 562-505-5600, rod@pr-si.com

When you've been in business for a quarter century, you've learned a few things — including how to approach a client's ambitious goals, craft expert strategy, and achieve demonstrably superior results.

Who We Are, What We Do.

Founded in Claremont, California in 1985 and based in Long Beach since 2000, Pacific Research & Strategies, Inc. (PRSI) employs a team of communications, creative and logistics specialists dedicated to building strategies, campaigns and media vehicles that deliver results. Offering a suite of services unrivaled in the public relations industry, PRSI helps you meet your goals, be that reaching and establish lasting relationships with your audience, growing your business, or managing a crisis with expert tact.

What sets PRSI apart from other public relations firms is our extensive experience, breadth of expertise, and tangible results. Many firms offer a menu of services but truly specialize in just a few areas; by contrast, PRSI excels in every area of communications we provide, including advertising and marketing, graphic and Web design, corporate communications and spokesperson training, crisis and media management, video production, strategic planning, and project management.



On the public affairs front, PRSI offers a complete spectrum of services, including political campaign management, public opinion polling, grassroots management, crisis management, community outreach and strategic planning, and coalition building. PRSI specializes in working closely with the media, legislators, community groups, and local and state officials to transform complex and detailed corporate, government and political issues into language that the public can comprehend and appreciate. The result? Legislative action. Mission accomplished.

For more than 25 years, PRSI has developed successful strategies and communications for one of the most diverse client rosters in the public relations industry, including international corporations and Fortune 500 companies, foreign and tribal governments, public utilities, political candidates, educational institutions, museums and universities, developers, and the world-renowned Simon Wiesenthal Center in Los Angeles. Our work has taken us around the globe to Japan, Indonesia, Brunei, Malaysia, Singapore, Thailand, India, China, South Korea, Hong Kong, Central America, the Caribbean Basin, Turkey and the Middle East.

While every client has presented unique challenges, our solutions have continually produced demonstrable successes. In addition to enjoying many long-term client relationships, PRSI has also been recognized on national and regional levels with nearly 80 public relations industry awards.

How does PRSI excel in so many areas? By employing a multi-talented group with years of expertise across many areas, PRSI is able to combine the advantages of a highly flexible, attentive and adaptable small firm with the reach, influence and sophistication of a much larger institution.



PRSI's suite of services includes:

- Public Relations
- Political Campaign Management
- Public Opinion Polling
- Media Management
- Crisis Management
- Political and Legislative Consulting
- Marketing and Advertising
- Image Development
- Coalition Building
- Community Relations
- Event and Conference Planning
- Graphic and Web Design/Development
- Public Opinion Management
- Strategic Planning
- Video/Audio Production
- Tribal Government Relations
- Historical, Political and Media Research
- Media Training

Pacific Research & Strategies, Inc. is a corporation in good standing with the California Secretary of State. As members of the American Association of Political Consultants and the Public Relations Society of America, PRSI is held to the highest standards of professionalism and ethics.

PRSI staff includes experts with years of experience in every service we provide. We are also multilingual, with fluency in Spanish, Japanese and Chinese.

Our Roots. Campaigns, Candidacies & Initiatives

PRSI first shined in 1985, focusing on politics and campaign management of national, statewide and local elections. Since then, we have directed races of every type and scope, including Presidential, Gubernatorial, County Supervisor, City Council, and Water Board. Our diverse campaign management team allows us to play a variety of roles.



In 1986, with the NO-Growth movement beginning and gaining momentum all over southern California, PRSI partnered with Don Koll, Founder of the Koll Company, one of the largest developers in the region, and ran the campaign that defeated the NO-Growth ballot measure in LA County. It was one of the first successful efforts in stopping a No-Growth coalition at the time. PRSI has since been involved with many development projects and campaigns with developers, including Don Koll, the Irvine Company, Fluor Corporation, Guilford Glazer, and projects in the Port of Los Angeles.

PRSI also conducted the first public opinion survey that showed that the people of California would support Indian gaming on reservations. Our team wrote the ballot measures and directed the efforts to collect the petitions to put both elections on the ballot, managing both campaigns on a daily basis. PRSI continues to provide public relations and communications support and tribal relations for several Native American tribes, including the San Manuel Band of Mission Indians, who have been a client for more than 20 years.

Notable campaigns includes:

- 100+ State Assembly and Senate Races
- 25+ City and County Governments
- 40+ Candidates for U.S. Congress
- 200+ Candidates for State/Local Government
- Statewide Propositions 5 and 1A
- Citizens for a Better Hesperia, Yes on X
- Friends of Moreno Valley, No on J

Municipalities, Water Districts and Public Utilities clients include:

- City of Seal Beach
- Metropolitan Water District of Southern California
- Eastern Municipal Water District
- Monterey Water District
- Yorba Linda Water District
- San Diego Gas & Electric
- City of Pomona
- City of Claremont
- City of Long Beach



PRSI Political Affairs expertise includes:

- Campaign management
- Grassroots coalition building
- Opposition research
- Fundraising
- Direct mail pieces
- Website design and management, accepting contributions online
- Campaign consulting
- Public opinion surveys
- Endorsement campaigns
- Get Out The Vote
- Phone banks
- Volunteer coordination
- Event planning
- Speech writing
- Television, radio and newspaper ads
- Petition gathering and management
- Minority coalition building

Our Clients.

- Agua Caliente Band of Cahuilla Indians Ambassador Foundation
- American General Development Corporation
- American Lung Association
- American Medical Association
- AppleOne Temporary Services
- ARCO
- Beverly Hills Hilton
- Birtcher Corporation
- BKK Corporation
- Braun & Company
- Brunei Investment Agency
- Cabazon Band of Mission Indians
- California Business Roundtable
- California Nations Indian Gaming Association
- California Fish & Game
- California Republican Party
- California Safe Boating Foundation
- California State Department of Commerce
- CA Department of Conservation
- California Department of Fish & Game
- Carlsbad Tomorrow
- Chemehuevi Indian Tribe
- Chemical Waste Management
- Chumash Casino
- Claremont Consortium
- Claremont Facilities Corporation



- Claremont McKenna College
- Committee to Save Rancho Mirage
- East Anaheim Street Business Alliance
- Eileen Padberg & Associates
- El Gallo Giro
- Foundation for California
- Gambol Industries
- General Dynamics
- Government of Brunei Darussalam
- Hi-Desert Medical Center
- Hill and Knowlton
- Hollywood Park
- Jamul Indian Village
- Ketchum Public Relations
- Koll Company
- L.A. Fitness
- Laer Pearce & Associates
- Larry Hagman
- Las Vegas Sun
- Lewis & Company
- Lockheed Air Terminals
- Lockheed Corporation
- Long Beach Yacht Sales
- Longwood Management
- Lunsford Group
- Market Segment Research
- Mine Reclamation Corp -- Eagle Mountain
- ExxonMobil
- Moreno Highlands
- Museum of Tolerance
- Nevada State Environmental Commission
- Pacific Design Center
- Pechanga Band of Luiseño Indians
- Pechanga Development Corporation
- Rose Institute of State and Local Government
- Royal Coast Development
- Safe Boating Institute
- San Bernardino Fire Fighters Association
- San Bernardino Police Officers Association
- San Bernardino Taxpayers Association
- San Gabriel Valley Taxpayers Association
- San Manuel Band of Mission Indians
- San Manuel Indian Bingo & Casino
- San Vicente Investments
- Santa Anita Realty
- Santa Ynez Band of Chumash Indians
- Sheriff Brad Gates (OC)
- Shingle Springs Rancheria
- Simon Wiesenthal Center
- Soka University of America
- Sri Sri Ravi Shankar
- Taormina Industries
- Tokyo-Tokyo
- Torres Martinez Desert Cahuilla Indians
- Tournament of Roses Parade
- Tribal Alliance of Sovereign Indian Nations
- Tule River Indian Reservation
- Twenty-Nine Palms Band of Mission Indians
- U.S. Department of the Interior
- University of Guam
- Washoe Tribe of California and Nevada
- Waste Management
- Watt Industries
- Wilton Rancheria
- World Vision International

* *Partial listing*



Recognition for PRSI.

Over the past 25 years, we have been recognized by our peers and others for outstanding work and accomplishments. Here are just some of the many awards we have been honored with in the past few years.

National and Regional Industry Awards

- **Award of Excellence, Public Relations Society of America**
 - **Silver Anvil Award** – *Shingle Springs Rancheria attack campaign vs. El Dorado County (Shingle Springs Rancheria)*

- **Association of Marketing and Communications Professionals**
 - **Platinum Award**
 - Television/Campaign – San Manuel Band of Mission Indians television ad campaign (San Manuel Band of Mission Indians)
 - Website (Overall) – www.ATLGonline.com (Academy of Tribal & Local Government)
 - Website (Overall) – www.wiltonrancherianation.com (Me-Wuk Indian Community of the Wilton Rancheria)
 - Design/Brochure – Me-Wuk Indian Community of the Wilton Rancheria tribal history (Me-Wuk Indian Community of the Wilton Rancheria)
 - E-Blast – Joe Jost’s commemorative t-shirt e-blast campaign (Joe Jost’s Tavern)
 - **Gold Award**
 - Direct Mail Campaign – PRSI marketing postcard mailers (PRSI)
 - Writing – National Indian Gaming Association Annual Meeting Secretary’s Report
 - Website (Overall) – www.gambolmarinecenter.com (Gambol Industries, Inc.)
 - **Honorable Mention**
 - Writing/Brochure - Me-Wuk Indian Community of the Wilton Rancheria tribal history (Me-Wuk Indian Community of the Wilton Rancheria)
 - Design/Brochure – “Building Bridges of Understanding” brochure (Academy of Tribal & Local Government)



- **Association of Marketing and Communications Professionals - Hermes Awards**
 - **Platinum Award**
 - Ads/Direct Mail Piece - *HDMC Golf Classic direct mailer (Hi-Desert Medical Center)*
 - Television Spot – *“Our History” (San Manuel Band of Mission Indians)*
 - Design/Business Card – *Wilton Rancheria Tribal Council business cards (Me-Wuk Indian Community of the Wilton Rancheria)*
 - Web Site Overall – *wwwHDMCGolfClassic.com (Hi-Desert Medical Center)*
 - **Gold Award**
 - Ads/Email Blast – *Joe Jost's Calendar Girls T-Shirt email blast (Joe Jost's)*
 - Ads/Advertising Campaign – *statewide television advertising campaign (San Manuel Band of Mission Indians)*
 - Television Spot – *“Tribal Government at Work” (San Manuel Band of Mission Indians)*
 - Publications/Brochure – *Wilton Rancheria tribal history brochure (Me-Wuk Indian Community of the Wilton Rancheria)*
 - Design/Other – *Wilton Rancheria tribal ID card (Me-Wuk Indian Community of the Wilton Rancheria)*
 - Writing/Web Copy – *www.joejosts.com (Joe Jost's)*
 - Ads/Email Blast – *www.joejosts.com website launch e-blast (Joe Jost's)*
 - **Honorable Mention**
 - Ads/Advertising Campaign – *“George Hunter for Pomona Mayor” direct mail campaign (George Hunter for Mayor campaign)*
 - Ads/Direct Mail Piece – *PRSI political consulting mailer (Pacific Research & Strategies, Inc.)*
 - Writing/Publication Column – *Secretary's Statement for NIGA State of the Tribal Nations annual report (Lynn Valbuena, Secretary, National Indian Gaming Association)*
 - Postcard – *Tribal government mailer (Pacific Research & Strategies, Inc.)*
- **Public Relations Society of America – Los Angeles Chapter, Prism Awards**
 - **Prism Award** - Website (External) - *www.joejosts.com website (Joe Jost's)*
 - **Award of Excellence, External Website** – *Shingle Springs Rancheria tribal government website*
 - **Award of Excellence, Social Marketing/Influencer Marketing** - *San Manuel Band of Mission Indians statewide advertising campaign*



- **Award of Excellence, Crisis Communications** - *Shingle Springs Rancheria public relations campaign vs. El Dorado County*
- **Award of Excellence** - Brochure (Government) *Twenty-Nine Palms Band of Mission Indians tribal history brochure*
- **Award of Excellence, Diversity Program, Native American** – *“Jamul Indian Village Traveling Exhibit” (Jamul Indian Village)*
- **Award of Excellence – Corporate Communications, Non-Profit** - *“Pechanga Tribal Government Guide” (Pechanga Band of Luiseño Indians)*

- **Association of Marketing & Communications Professionals – MarCom Awards**
 - **Platinum Award**
 - Website Overall - www.joejosts.com
 - Writing (Brochure) - *Nüwü Casino Resort & RV Park information brochure (Twenty-Nine Palms Band of Mission Indians)*
 - Brochure (Informational) - *Nüwü Casino Resort & RV Park information brochure (Twenty-Nine Palms Band of Mission Indians)*
 - **Gold Award**
 - Design (Website) - www.joejosts.com
 - Website Overall - www.joejosts.com
 - Communication Plan - *Nüwü Casino Resort & RV Park public education strategy (Twenty-Nine Palms Band of Mission Indians)*
 - DVD/CD-Rom/Interactive Presentation - *“Living with Balance/Viviendo con Balance” yoga training DVD*
 - Design (Brochure) - *Nüwü Casino Resort & RV Park information brochure (Twenty-Nine Palms Band of Mission Indians)*
 - **Honorable Mention**
 - Special Event Plan - *Nüwü Casino Resort & RV Park announcement (Twenty-Nine Palms Band of Mission Indians)*
 - Writing (Brochure) – *Twenty-Nine Palms Band of Mission Indians tribal history brochure*
 - Brochure (Educational) - *Twenty-Nine Palms Band of Mission Indians history brochure*
 - Design (Website) – www.nuwucasino.com *(Twenty-Nine Palms Band of Mission Indians)*



- **Association of Marketing & Communications Professionals - 2008 Hermes Awards**
 - **Platinum Award**
 - Publications/Brochure – *Foothill Oaks Casino Brochure (Shingle Springs Rancheria)*
 - Web Site Home Page – *Foothill Oaks Casino Website Home Page (Shingle Springs Rancheria)*
 - Design/Web Site Overall – *Foothill Oaks Casino Website (Shingle Springs Rancheria)*
 - Design/Web Site Overall – *Joe Jost's Website*
 - Web Site Home Page – *Nüwü Casino Website (Twenty-Nine Palms Band of Mission Indians)*
 - Web Site Overall – *Nüwü Casino Website (Twenty-Nine Palms Band of Mission Indians)*
 - Communication Campaign – *2007 San Manuel Band of Mission Indians statewide TV Campaign*
 - **Gold Award**
 - Publications/Brochure - *Pacific Research & Strategies – Preserving Native American History & Culture Brochure*
 - Design/Web Site Interior – *Foothill Oaks Casino Website (Shingle Springs Rancheria)*
 - Web Interactive Capabilities – *Foothill Oaks Casino Website (Shingle Springs Rancheria)*
 - Design/Web Site Home Page – *Foothill Oaks Casino Website (Shingle Springs Rancheria)*
 - Advertising/Email Blast – *“Living With Balance” Email Blast*
 - Design/Web Site Overall - *Nüwü Casino Website*
 - Web Interactive Capabilities – *Pacific Research & Strategies Website*
 - Publications/Brochure - *Pacific Research & Strategies, Inc. Company Brochure*
 - Writing/Video Script – *San Manuel '20th Anniversary' Video Script*
 - Video/Marketing (Service) – *Pacific Research & Strategies Demo*
 - **Honorable Mention**
 - Web Animation - *Foothill Oaks Casino Website (Shingle Springs Rancheria)*
 - Video/Marketing Product – *Living With Balance, Vol.1 TV Commercial*
 - Advertising/Television Spot - *Living With Balance, Vol.1 TV Commercial*
 - Publications/Brochure – *Twenty-Nine Palms Band of Mission Indians History Brochure*



- **Association of Marketing & Communications Professionals – MarCom Awards**
 - **Platinum Award**
 - External Communication Program –San Manuel Band of Mission Indians *statewide television advertising campaign*
 - Marketing/Promotion Campaign/Special Event – *Foothill Oaks Casino Groundbreaking Event (Shingle Springs Rancheria)*
 - Company Overview Brochure - *Pacific Research & Strategies, Native American cultural preservation brochure*
 - Brochure Design - *Pacific Research & Strategies, marketing/sales brochure*
 - **Gold Award**
 - Speech Writing – *Great Women of Gaming Keynote Address (Lynn Valbuena, San Manuel Band of Mission Indians)*
 - Television/Single Spot – *2006 statewide television advertising campaign (San Manuel Band of Mission Indians)*
 - Website Design – *Foothill Oaks Casino website (Shingle Springs Rancheria)*
 - External Newsletter/Government – *Shingle Springs Rancheria Community Update*
 - **Honorable Mention**
 - Employee Publication/Internal Newsletter – *Chairman’s Report (Shingle Springs Rancheria)*
 - Website Overall – *Foothill Oaks Casino website (Shingle Springs Rancheria)*
 - Crisis Communication Proposal – *Public Relations attack campaign vs. El Dorado County (Shingle Springs Rancheria)*
 - Brochure/Capabilities - *Pacific Research & Strategies, marketing/sales brochure*
- **Printing Industries of America – Premiere Print Awards**
 - Certificate of Merit – *“Pechanga Tribal Government Guide” (Pechanga Band of Luiseño Indians)*



PRSI Principals & Co-Founders.

Dr. Alfred Balitzer – Chairman of the Board

Dr. Alfred Balitzer is a noted author, lecturer and professor of Government at Claremont McKenna College and the Claremont McKenna Graduate School from 1972 until his retirement in 2006. An internationally recognized expert in many fields, he is held in high regard among his colleagues, his students and members of the academic community.

A recognized scholar on such subjects as non-legislative forms of redistricting, political action committees, the initiative and the referendum, he also speaks and publishes widely in Asia about U.S.-Asian relations. Recently, Dr. Balitzer retired from teaching at Claremont McKenna College and Claremont Graduate University after a thirty-five year teaching career, and now serves on the Board of Trustees of Claremont Graduate University.

Former Board appointments include the National Graduate Fellowship Program (appointment by President Reagan), Chair of the California Boating & Waterways Commission (appointed by Governor Wilson), the Korean-American Museum, the Japan-America Symphony Association, the Winston S. Churchill Association, and the John Brown Cook Association.

Drawing from his hands-on experience in politics, Dr. Balitzer is frequently published and regularly speaks on subjects in American politics, ranging from grassroots politics and the role of minority populations in the electoral process, to the impact of demographic changes and the management of public opinion.

Rod Wilson, President / Chief Executive Officer

Dedication and perseverance are two words that best describe Rod Wilson's work ethic. As President and CEO of Pacific Research & Strategies, Inc (PRSI), his vision and determination maintain PRSI's high standards of quality and excellence.

Wilson has earned a reputation as an expert in government affairs. He is a graduate of Claremont McKenna College with a Bachelor of Arts of Political Science and a Master's in Politics from Claremont Graduate School. He is nearing completion of his Doctorate in Political Science at Claremont Graduate University.

Before venturing into the world of public relations, Wilson was an athlete in college, playing both baseball and football. The leadership skills he showcased on the field have carried over into the professional arena, illustrated by his active involvement in the day-to-day activities at PRSI. Never one to mince words, Wilson is respected for his honesty and candor, and is truly the driving force behind PRSI.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2012, by and between the City of Manhattan Beach, a municipal corporation ("City") and Pacific Research & Strategies, Inc. ("Consultant").

RECITALS

A. CITY desires to obtain services necessary to enhance the CITY'S community outreach as is further described in the Scope of Work, attached hereto as Exhibit A.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall commence on February 1, 2012 and shall continue until terminated as provided in Section 14 herein.

Section 3. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY in the manner described in Exhibit A. CONSULTANT shall complete the services in conformance with the timeline set forth in Exhibit A.

Section 4. Compensation.

(a) CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement at the monthly rate of \$2,000.00 ("Consideration"). Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than \$12,000.00 during the term of this Agreement.

(b) CONSULTANT shall not be entitled to any reimbursement for expenses.

Section 5. Method of Payment. CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The Parties intend and agree that at all times during the performance of services under this Agreement, CONSULTANT shall act as an Independent Contractor and shall not be considered an agent or employee of City. As such,

CONSULTANT shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or subcontractors. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s)

(a) CONSULTANT's responsible principal, Rod Wilson, shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee who shall administer the terms of the Agreement on behalf of CITY.

Section 9. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 11. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 12. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Personal Automobile Liability ("PAL") Insurance with minimum limits as required by State law covering all vehicles used in connection with the performance of work under this Agreement. CONSULTANT shall accurately report or otherwise assure the accurate reporting of all use, including business/commercial use, and other circumstances involving such vehicles to the appropriate insurance agent or broker and insurance carrier(s) and shall assure that the required insurance endorsements are secured, if any. In the event any policy providing umbrella or excess liability insurance applies to any vehicle used in the performance of work under this Agreement, such insurance shall apply as a supplement to these limits and shall conform to the requirements of this Agreement. Except as expressly provided under this PAL option, Consultant shall provide proof of coverage in

compliance with this Agreement in the manner specified below.

(2) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its subcontractors, if any, to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the CITY Clerk a certificate or certificates of insurance on the form required by the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY Clerk such certificate or certificates. The automobile liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

Section 13. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, its officials, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 14. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 15. City's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 16. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 17. Changes in the Scope of Work. CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

If to CITY:

City Manager
1400 Highland Avenue
Manhattan Beach, California 90266

If to CONSULTANT:

Rod Wilson, President/CEO
Pacific Research & Strategies, Inc.
6475 E. Pacific Coast Hwy, #170
Long Beach CA 90803

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the 20th day of January 2012, at Manhattan Beach, California.


CITY OF MANHATTAN BEACH

DAVID N. CARMANY
City Manager

ATTEST:

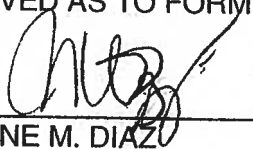
LIZA TAMURA
City Clerk

CONSULTANT:



Rod Wilson:
President/CEO

APPROVED AS TO FORM



ROXANNE M. DIAZ
City Attorney

EXHIBIT A

SCOPE OF WORK

1.0 Scope of Services.

- 1.1 Consultant shall, in consultation with the City, engage in general and/or miscellaneous advisory services such as keeping City advised of issues of significance to City. Consultant shall monitor all media and community issues and coordinate with the City at the direction of the City.
- 1.2 Consultant shall, in consultation with the City assist in preparation and coordination of public and media statements that shall and need to be issued with respect to all issues facing the city which will have impact on the overall views and perceptions of the City. Consultant at the direction of the City shall work with any and all necessary to assist in preparing the City's position on relevant issues.
- 1.3 Consultant shall, in consultation with the City provide on-going issue analysis and prepare with the advice of the City the appropriate communications or communication vehicles necessary to protect the City's interests. Consultant will review and prepare statements, updates and other communication items as required.
- 1.4 Consultant shall submit to City a monthly narrative status report detailing its efforts on behalf of the City and the results thereof during the previous month. Consultant's duty to provide this monthly narrative status report is in addition to and separate from its duty to submit an itemized billing statement. Consultant shall submit the monthly narrative status report concurrently with the itemized billing statement.