

COUNTY OF SAN MATEO  
AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. \_\_\_\_\_

Contractor Name and Address ("Contractor"):

Stacy Dwelley, Partner

Political Solutions, LLC

1414 K Street, Suite 400

Sacramento, CA 95814

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: County Manager's Office

Attention: Connie Juarez-Diroll

Address: 400 County Center, 1<sup>st</sup> floor

City, State, Zip: Redwood City, CA 94063

It is agreed between the County of San Mateo, California ("County"), and Contractor as follows:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto for the County of San Mateo, County Manager's Office.
2. **Contract Term.** The term of this Agreement shall be from January 1, 2014, to December 31, 2015, unless terminated earlier by the County.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. Contractor will be paid on a monthly basis at a rate of six thousand, six hundred sixty-six dollars and sixty-six cents (\$6,666.66) from May 2014 through December 2015. In no event shall total payment for services under this Agreement exceed Eighty Thousand dollars (\$80,000).
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of County employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
  - Comprehensive General Liability .... \$1,000,000 (applies to all agreements)
  - Motor Vehicle Liability Insurance .... \$1,000,000 (to be checked if motor vehicle used in performing services)
  - Professional Liability ..... \$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend County and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to Contractor

in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically give County the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The County Purchasing Agent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Non-Discrimination.** No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Contractor shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements of 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; and/or iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or set off all or any portion of the amount described in this Section against amounts due to Contractor under the Agreement or any other contract with County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract. This paragraph applies only to contractors who are providing services to members of the public under this Agreement.

13. **Equal Benefits.** With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
  - Contractor complies with Chapter 2.84 by:
    - offering the same benefits to its employees with spouses and its employees with domestic partners.

- offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

14. **History of Discrimination.** Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

15. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the County makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California, other regulatory agencies, and/or Federal grantor agencies.

16. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).** One of the following responses must be selected by the Department. Is the Contractor a Business Associate?  Yes  No  
 If "Yes" is checked, then the following requirements apply and Attachment H must be included: Contractor shall perform all services in accordance with HIPAA and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H.

17. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith. Contractor certifies that the Contractor and all of its subcontractors will adhere to and certify compliance with all applicable provisions of San Mateo County Ordinance Code, including, without limitation, Chapter 4.106, which regulates the use of disposable food service ware, and Chapter 2.84, which addresses equal benefits.

18. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between County and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.

19. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

20. **Jury Duty Requirements.** Contractor agrees that if this Agreement is amended to a total value exceeding one hundred thousand dollars (\$100,000.00), Contractor shall comply with Chapter 2.85 of the County's Ordinance Code.

21. **Electronic Signature.** If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:  If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

- Signatures Follow on Next Page -

For Contractor:

Stacy Dwelley  
Contractor Signature

4/21/14  
Date

Political Solutions, LLC  
Stacy Dwelley  
Contractor Name (please print)

For County:

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Workers' Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

Connie Juarez-Diroll  
Contract Requestor Signature  
County of San Mateo

April 15, 2014  
Date

Connie Juarez-Diroll  
Contract Requestor Name (please print)  
County of San Mateo

Legislative Director  
Contract Requestor Title (please print)

Michael Callagy  
Purchasing Agent Signature  
(Department Head or Designee)  
County of San Mateo

APRIL 23, 2014  
Date

Michael Callagy  
Purchasing Agent Name (please print)  
(Department Head or Designee)  
County of San Mateo

Deputy County Manager  
Purchasing Agent Title (please print)

12140  
Budget Unit

Distribution: 1 copy to each: Purchasing Agent, Controller, and Contractor

(Revised 7/26/13)

**Exhibit A**

**Agreement between the County of San Mateo and Political Solutions, LLC**

**1. Description of Services to be Performed by Contractor**

In consideration of the payments set forth in Section 2, \$6,666.66 per month, Contractor shall provide the following services:

In consultation with the County's Legislative Director and the Board of Supervisors, the Contractor shall serve as the County's primary state legislative advocate in the areas of education, environment, health and hospitals, social services, and child support, and shall perform the services which shall include, but not be limited to, the following:

1. As the County's primary state legislative advocate in the above specified areas, coordinate all legislative matters with the County Manager's Office;
2. Work with County staff and the Board of Supervisors to develop a system of "key contacts" in agencies throughout the County in the specified policy areas;
3. Work with county staff and the Board of Supervisors to develop the County's Legislative Program, which will include legislative and regulatory proposals the County would sponsor, key policy priorities and general policies, as well as recommendations for issues not identified by staff;
4. For County-sponsored issues, work with County staff to draft legislation, to develop and implement strategies for passage through the Legislature and for signature by the Governor, and to secure the introduction (including finding needed authors) and passage of such legislative proposals;
5. Continuously monitor, identify, analyze and track state legislation, budget issues, funding opportunities and administrative/regulatory changes to determine the impacts on the County;
6. Attend and monitor all relevant legislative committee hearings and budget negotiations on behalf of the County to determine the impacts on the County and advance the County's interests;
7. Alert the County and its delegation regarding relevant state legislation, budget issues, funding opportunities and administrative/regulatory change, the anticipated impacts of the those issues on the County and other appropriate information;
8. In a timely manner, provide leadership, advice and legislative assistance in the development, evolution and implementation of County positions regarding state legislative and administrative issues;
9. Provide regular and timely recommendations to County staff on County positions and actions related to state and administrative issues;
10. Advance the County's interests and positions on legislative and administrative issues through direct contact with:
  - State Legislators and staff,
  - The Governor and staff,
  - State Agencies, and
  - Appropriate and relevant associations, including but not limited to the California State Association of Counties, the Urban Counties Caucus, County Lobbyists Caucus, the California Welfare Directors Association, the County Health Executives Association of California and others to develop the legislative support needed to advance the County's interests;
11. Making direct contact with the Legislature, State Administration and others shall include, but not be limited to:
  - Writing letters, talking points and legislative analysis. For example, writing letters on all positions taken for every committee hearing, floor hearing and, if relevant, to the State Administration;
  - Testifying at legislative, regulatory and budget hearings on issues that are of interest to the County;
  - Meeting and making personal contacts with relevant persons and organizations;

12. Based on the position of the County, negotiate with others for amendments sought by the County, actively work against the advancement of issues opposed by the County, and aid advancement of those issues supported by the County;
13. In order to identify issues of concern to the County and to advance the County's interests, maintain strong working relationships with and participation in relevant associations and caucuses such as the California State Association of Counties and the Urban Counties Caucus through regular participation in these associations and caucus meetings, attendance at the California State Association of Counties annual Legislative Conference and Annual Meeting, and the Urban Counties Caucus May and November in-person Board meeting for coverage of the specified policy areas;
14. Maintain strong working relationships with members and staff of San Mateo County's state legislative delegation as well as other legislators throughout California, the Governor and other administrative staff;
15. Guide and assist the County in participating directly in the legislative and administrative process including assisting in organizing a minimum of two trips per Legislative Session to Sacramento by County staff and the Board of Supervisors, including scheduling meetings, setting meeting agendas, and drafting meeting materials;
16. In coordination with the County Manager's Office, ensure that appropriate lines of communication are maintained with the Board of Supervisor and appropriate County staff. This shall include regular reports to the Legislative Director on issues affecting the County through:
  - Monthly written memoranda detailing state legislation, budget issues and administrative/regulatory changes of concern to the County in the specified policy areas, recommended strategy to advance the County's interests, the Contractor's actions taken such as contacts with members offices, expected future action, recommended assignments and timeline for such action and other relevant information;
  - An annual end-of-the-session report summarizing the Contractor's actions on behalf of the County and significant actions by the legislature and the administration including: a) budget actions of importance to the County; b) major legislative activity of consequence to the County; and c) results of County legislative requests;
  - Regular conference calls with County staff;
  - E-mails, as needed, and
  - Meetings in the County when appropriate, at times and places to be specified by the County Manager or the Legislative Director. A minimum of two meetings during the term of the agreement will be required;
17. Manage any sub-contracts with consultants selected by the County to perform tasks related to these contract obligations and work collaboratively with the sub-contractor;
18. Meet all reporting and filing requirements of the Secretary of State regarding lobbying activities;
19. Provide an initial list of current clients and immediately notify the County of any changes to the list of clients.

The County Manager and Legislative Director reserve the right to make minor modifications to the above listed services, which services will be provided at additional cost to the County.

## **2. Amount and Method of Payment**

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

The contract will be paid an amount of \$6,666.66 per month, for a period of eight months beginning in May 1, 2014 through December 31, 2015. In no event shall total payment for services under this Agreement exceed Eighty Thousand dollars (\$80,000).