

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
Political Solutions, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 22 day of January, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Political Solutions, LLC hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for state advocacy services on January 22, 2013; and

WHEREAS, the parties wish to amend the Agreement to enter into a subcontract agreement with Aprea & Micheli, Inc. to provide tax issue advocacy services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 2, Services to be performed by Contractor, of the agreement is amended to read as follows:

2. Services to be performed by Contractor. In consideration of the payments set forth herein and in Exhibit "B-1," Contractor shall perform services for the County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A-1."

Exhibits "A" and "B" to the original January 22<sup>nd</sup> agreement are deleted in their entirety and are replaced with Exhibits A-1 and B-1, which are attached hereto.

2. Section 3, Payments, is amended to read as follows:
  3. Payments. In consideration of services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A-1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B-1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED AND SEVEN THOUSAND, FIVE HUNDRED DOLLARS, \$207,500.

Exhibits “A” and “B” to the original January 22<sup>nd</sup> agreement are deleted in their entirety and are replaced with Exhibits A-1 and B-1, which are attached hereto.

3. Original Exhibit A is replaced with Revised Exhibit A-1 (rev. [November 5, 2013]).
4. **All other terms and conditions of the agreement dated January 22, 2013 between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hands.

COUNTY OF SAN MATEO

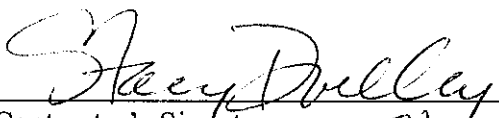
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Political Solutions, LLC

  
Contractor's Signature *Stacy Dwelley*

Date: 10/30/13

## Exhibit "A-1"

In consideration of the payments set forth in Exhibit "B-1", 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, and shall perform the services which shall include, but not be limited to, the following:

1. As the County's primary state legislative advocate, coordinate all legislative matters with the County Manager's Office;
2. Work with the County staff and the Board of Supervisors to develop a system of "key contacts" in agencies throughout the County and conduct periodic training programs on the state's legislative process;
3. Work with County staff and the Board of Supervisors to develop the County's proactive Legislative Program, which will include legislative and regulatory proposals the County would sponsor, key priorities and general policies. In the developing the Legislative Program, Contractor duties should include a preliminary assessment of the likelihood of success of the proposed proposals, priorities and 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 changes, the anticipated impacts of 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' 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, 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 limited to:
  - Writing letters, talking points and legislative analyses. For example, writing letters on all positions taken for every committee hearing, floor hearings 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 County; actively work against 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 relevant associations and caucuses such as the California State Association of Counties and the Urban Counties Caucus through regular participation in those associations and caucuses 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 meetings;
14. Maintain strong working relationships with members and staff of San Mateo County's state legislative delegation as well as other Legislators throughout California and the Governor and other administrative staff in conjunction with advancing the County's legislative and administrative interests;
15. Guide and assist the County in participating directly in the legislative and administrative process including 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 Supervisors, the Department of Intergovernmental and Public Affairs, and all appropriate County staff. This shall include regular reports to County staff and the Board of Supervisors on issues affecting the County through:
  - Monthly written memoranda detailing state legislation, budget issues and administrative/regulatory changes of concern to the County, 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 Contract'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 Manager's designees. A minimum of two meetings during the term of the agreement will be required.
17. Meet all reporting and filing requirements of the Secretary of State regarding lobbying activities;
18. Provide an initial list of current clients and immediately notify the County of any changes to the list of clients.
19. Enter into a subcontract agreement with Aprea & Micheli, Inc. to provide tax issue advocacy services. Political Solutions, LLC will work in collaboration with Aprea & Micheli, Inc. to advance the County's interests and provide monthly reports on their combined advocacy activities in Political Solutions, LLC's monthly reports to the County.

The Legislative Director reserves the right to make minor modifications to the above listed services, which services shall be provided at no additional cost to the County.

#### Exhibit "B-1"

In consideration of the services provided by Contractor in Exhibit "A-1", County shall pay Contractor based on the following fee schedule:

- A. In no event shall the total payment to the Contractor under Agreement exceed the maximum contract obligation of TWO HUNDRED AND SEVEN THOUSAND, FIVE HUNDRED DOLLARS, \$207,500 for the term of the Agreement.
- B. The Contractor will be paid \$22,625.00 per month for services outlined in Section I or Exhibit A-1 upon receipt and approval of invoices and monthly written memorandum detailed in subsection 16 of Section I of Exhibit A-1. Invoices may not be submitted prior to the last day of the calendar month in which services were provided.