

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND POLITICAL SOLUTIONS, LLC

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Political Solutions, LLC, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of state advocacy services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed one hundred sixty-four thousand, eight hundred (\$164,800). 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 or expiration.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2016, through December 31, 2017.

4. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the County Manager or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party.

Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the 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 outside funding.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) 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) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability 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 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 amounts 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)

- Contractor complies with Chapter 2.84 by 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.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. 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.

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section **Error! Reference source not found.**, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

11. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 2, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

12. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

13. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. 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 the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

14. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

15. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Connie Juarez-Diroll, Legislative Director
Address: 400 County Center, 1st floor, Redwood City, CA 94063
Telephone: 650-599-1341
Facsimile: 650-599-1027
Email: cjuarez-diroll@smcgov.org

In the case of Contractor, to:

Name/Title: Stacy Dwelley, Partner. Political Solutions, LLC
Address: 1414 K Street, Suite 400, Sacramento, CA 95814
Telephone: 916-492-2766
Facsimile: 916-443-5870
Email: stacy@politicalsolutions.us

16. 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 notice pursuant to this Agreement.

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.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Stacy Dwelley


Contractor's Signature

Date: 1/15/2016

(April 1, 2015 CCC issued contract template version)

Exhibit A

In consideration of the payments set forth in Exhibit B, 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.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The contractor will be paid an amount of \$6,866.66 per month, for a period of twenty-four months beginning in January 1, 2016 through December 31, 2017, upon receipt of a monthly invoice and submission of a monthly report of activities/services.

All invoices and monthly reports are to be submitted to Connie Juarez-Diroll, Legislative Director, 400 County Center, 1st floor, Redwood City, CA 94063.