

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA #: *B-1

AGENDA DATE: March 1, 2016

SUBJECT:

Approval of a Three-year Agreement for Federal Government Relations with Pillsbury Winthrop Shaw Pittman LLP

BOARD ACTION AS FOLLOWS:

No. 2016-94

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
and approved by the following vote.

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA #: *B-1

Urgent Routine

AGENDA DATE: March 1, 2016

CEO CONCURRENCE: _____



4/5 Vote Required: Yes No

SUBJECT:

Approval of a Three-year Agreement for Federal Government Relations with Pillsbury Winthrop Shaw Pittman LLP

STAFF RECOMMENDATIONS:

1. Approve the three-year Agreement for Federal Government Relations with Pillsbury Winthrop Shaw Pittman LLP.
2. Authorize the Purchasing Agent to sign the Agreement.

DISCUSSION:

The County has determined that it is appropriate and in their best interest to retain a consultant to represent the County's interests in Federal government issues. The County has utilized the services of Pillsbury Winthrop Shaw Pittman LLP in this capacity since March, 11, 2006. The County is looking to renew their agreement with Pillsbury Winthrop Shaw Pittman LLP for Federal representation.

The services that shall be provided to the County are:

- a. Comprehensive Federal Lobbying Services and Advocacy: The Consultant will provide a broad range of Federal lobbying services on behalf of the County before the Legislative and Executive branches of the Federal Government. Based on policy direction provided by the County, the Consultant will develop and implement strategies to advance the County's federal funding and policy goals.
- b. Establish an Active Presence in Washington, D.C.: The Consultant shall establish a strong presence in Washington, D.C. on behalf of Stanislaus County.
- c. Arrange for Meetings Among County Officials and Federal Delegation, Executive Agency, and Administration Officials: meetings may include representatives of the County's federal delegation, staff and key agency officials.
- d. Federal Budget Opportunities: The Consultant shall represent the County's interests in the Federal budget process, including the identification of competitive agency grant opportunities, lobbying Executive agencies in support of County application submittals and targeted funding opportunities.

Approval of a Three-year Agreement for Federal Government Relations with Pillsbury Winthrop Shaw Pittman LLP

- e. **Federal Public Policy Opportunities:** The Consultant will review and analyze existing and proposed Federal policies, programs, and regulations that may impact the County and appropriately communicate with the County.
- f. **Coordination with Stakeholders:** The Consultant will establish and maintain effective strategic relationships with stakeholders to achieve outcomes that support Stanislaus County's Federal funding, legislative and policy positions.
- g. **Regular Reporting and Communications with the County:** The Consultant will report directly to Stanislaus County on a weekly and real-time basis throughout the year, provide written updates that inform the County of developments coming from the Federal Government that impact Stanislaus County. The Consultant will be prepared to act quickly on Stanislaus' behalf regarding developments in Washington, D.C. with impact on funding and policy matters.

The Agreement begins March 11, 2016 and the annualized cost of these services is \$90,000 paid in monthly installments of \$7,500 for a three-year total of \$270,000.

Approval of this agreement with Pillsbury Winthrop Shaw Pittman LLP for Federal government relations services would allow Stanislaus County to represent their interests at the Federal level.

POLICY ISSUE:

Approval of this agenda item will support implementation of the Board of Supervisors Legislative Platform at the Federal level. The Legislative Platform provides authority for County staff or authorized representatives to advocate on State and Federal legislative, regulatory and administrative issues in accordance with Board of Supervisors' direction.

FISCAL IMPACT:

The total cost of the three-year Agreement is \$270,000. Appropriations for the first four months of year one of this Agreement are included in the 2015-2016 Adopted Final Budget in Chief Executive Office Operations & Services. Funds to complete the remainder of the Agreement will appear in subsequent Fiscal Year budgets.

Approval of a Three-year Agreement for Federal Government Relations with Pillsbury Winthrop Shaw Pittman LLP

Cost of recommended action:	\$ 270,000
Source(s) of Funding:	
CEO Operations and Services	\$ 270,000
Funding Total:	<u>\$ 270,000</u>
Net Cost to County General Fund	<u><u>\$ -</u></u>

Fiscal Year:	15/16, 16/17, 17,18
Budget Adjustment/Appropriations needed:	NO

Fund Balance as of NA

BOARD OF SUPERVISORS' PRIORITY:

Approval of the Federal Government Relations Agreement supports the advancement of each of the seven Board of Supervisors' priorities by promoting Federal policy advocacy across a broad spectrum of County services and projects.

STAFFING IMPACT:

County will use existing staff for implementation of this Agreement, including members of the Chief Executive's Office.

CONTACT PERSON:

David Jones, Chief Executive Office (209) 525-6333.

ATTACHMENT(S):

Agreement for Professional Services with Pillsbury Winthrop Shaw Pittman LLP.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and Pillsbury Winthrop Shaw Pittman, a Limited Liability Partnership ("Consultant"), as of March 11, 2016, (the "Agreement").

Introduction

WHEREAS, the County has a need for federal legislative advocacy services;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the

County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or

certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by law. In signing this contract, the Consultant certifies under section 1861 of the California Labor Code that the Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the

Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall include County, its Officers, Directors, Officials, Agents, Employees and volunteers as Additional Insureds under the General Liability and Auto policy and shall supply specific endorsements for same. The Additional Insured endorsement under the General Liability policy will be the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization ISO Form CG2010 with the current applicable revision date. The Additional Insured endorsement under the Auto Liability will be “where required by written contract”.

6.4 The Consultant's insurance coverage shall be primary insurance regarding County and County's officers, officials and employees. Any insurance or self-insurance maintained by County or County's officers, officials and employees shall be excess of Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its officers, directors, officials, agents, employees and volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any available insurance proceeds in excess of the specified minimum limits required by this Agreement shall be available to County for defense and damages. The indemnity and insurance sections are stand alone and not dependent on each other for coverage limits

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this

Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under

this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Consultant:
Stanislaus County Purchasing Agent	Pillsbury Law
1010 10 th Street, Suite 5400	c/o Elizabeth Moeller, Partner
Modesto, CA 95353	2300 N Street NW
	Washington, DC 28037

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be

declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

BUSINESS NAME

By: 
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

By: 
Elizabeth Moeller
Partner

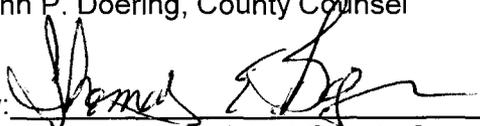
"County"

"Consultant"

APPROVED AS TO CONTENT:
Department of Chief Executive Office

By: 
Stan Risen
Chief Executive Officer

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Tom Boze, Assistant County Counsel

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EXHIBIT A

A. SCOPE OF WORK

1. Overview

The County of Stanislaus ("County") is seeking an experienced Consultant to provide Federal Lobbying Services that promote the County's interests before the United States Congress and the Executive Branch in Washington, D.C.

Stanislaus County places value in partnering with other levels of government to advocate on issues of mutual interest and to secure funding that supports high quality infrastructure and amenities for the County's citizens.

Stanislaus County has a history of being proactive at the federal level by working to strengthen its relationship with the County's federal delegation, to seek federal funding for projects and programs, to monitor legislation and regulations with impact, and to weigh in on policy matters of importance.

The County seeks to enter into a professional services contract with a qualified individual or Consultant who can demonstrate competency and experience in providing such services on behalf of similar public sector clients. The County seeks a Consultant with broad experience in securing federal funding and a variety of budgetary, legislative, and regulatory matters.

Specific federal funding and policy areas of interest to the County include, but are not limited to:

- Transportation infrastructure and policy, including support for local bridge projects, roads, safety programs, and regional priorities.
- Economic development and job creation.
- Law Enforcement funding opportunities including technology infrastructure and public safety hiring.
- Programs for veterans that promote self-sufficiency, successful transitions to civilian life, and needed health services.
- Water infrastructure and policy including: sewer and stormwater management infrastructure, regional recycled water projects, flood control, preservation of local water rights, and increased local access to water.
- Federal policies that promote prevention and address topics such as homelessness, strengthening families, youth early intervention, reducing recidivism, and gang reduction.
- Outpatient health services and physician residency programs.
- Policies which support regulatory flexibility to reduce or eliminate inappropriate legal or regulatory burden on local government.

2. Statement of Work Responsibilities

The Consultant shall provide services under this Agreement for Professional Services:

- a. Comprehensive Federal Lobbying Services and Advocacy: The Consultant will provide a broad range of federal lobbying services on behalf of the County before the Legislative and Executive branches of the Federal Government. Based on policy direction provided by the County, the Consultant will develop and implement strategies to advance the County's federal funding and policy goals.

- b. Establish an Active Presence in Washington, D.C.: The Consultant shall establish a strong presence in Washington, D.C. on behalf of Stanislaus County. The Consultant shall utilize its established, long-standing positive working relationships with key decision makers in Congress and the federal agencies to achieve the County's federal funding and federal public policy goals.
- c. Arrange for Meetings Among County Officials and Federal Delegation, Executive Agency, and Administration Officials:
 - i. The Consultant will make arrangements for meetings among the County, its federal Delegation, and other key legislators to strengthen relationships, and to provide federal officials with support as they work to successfully advance the County's priorities and protect its interests.
 - ii. The Consultant will arrange for meetings on behalf of County leaders with federal agency officials to advance the County's agenda and solve bureaucratic problems on behalf of the County, as necessary.
- d. Federal Budget Opportunities: The Consultant shall represent the County's interests in the federal budget process, including the identification of competitive agency grant opportunities and lobbying Executive agencies in support of County application submittals. The Consultant also will support the County's legislative and policy objectives through the federal budget and appropriations process.
 - i. The Consultant will be responsible for providing assistance with Executive Agency competitive grant applications in the current "post earmark" era. It will review federal agency grant opportunities and assist the County with selecting projects/initiatives best suited and most viable for grant awards.
 - ii. The Consultant will provide federal advocacy support for County grant submittals including but not limited to: seeking support letters, facilitating phone calls and visits to Executive agencies from federal delegation members, arranging meetings for County officials with key agency staff and Members of Congress, and Consultant advocacy meetings with key agency and delegation staff.
 - iii. The Consultant will be responsible for providing assistance and advocacy support in promoting County projects and objectives in the event that "earmarks" or similar targeted funding opportunities become available at the federal level.
- e. Federal Public Policy Opportunities: The Consultant will review and analyze existing and proposed federal policies, programs, and regulations that may impact the County.
 - i. The Consultant will provide prompt notification to the County of the issue, the specific impact, and recommended action items.
 - ii. The Consultant will help prepare written communications that convey the County's position on federal legislative, policy, and intergovernmental issues.
 - iii. The Consultant will provide legislative and policy research on legislative proposals and Executive agency regulations/issues.
- f. Coordination With Stakeholders: The Consultant will establish and maintain effective strategic relationships with stakeholders to achieve outcomes that support Stanislaus County's federal funding, legislative and policy positions.
- g. Regular Reporting and Communications With the County: The Consultant will report directly to Stanislaus County on a weekly and real-time basis throughout the year, provide written updates that inform the County of developments coming from the Federal

Government that impact Stanislaus County. The Consultant will be prepared to act quickly on Stanislaus' behalf regarding developments in Washington, D.C. with impact on funding and policy matters.

- i. The Consultant's team leader for Stanislaus County will make at least one trip per year to visit with County leaders.
- ii. The Consultant will be available in a timely manner in person, by telephone, fax, or email to provide consultation and advice to Stanislaus County leaders.
- iii. The Consultant will create an annual report containing key legislative or other federal actions taken impacting the County's priorities.

B. COMPENSATION

1. The Consultant shall be compensated for the services provided under this Agreement as follows:

The Consultant shall be compensated at \$7,500 per month. County shall pay Consultant the amount set forth in B.2. as stated below for the duration of the Agreement. Consultant agrees the sums shall be full compensation for all services, expenses and costs incurred in performing this Agreement. Payments will be made on a monthly basis upon receipt of invoice.

All invoices shall be sent to:

Stanislaus County
Chief Executive Office
Attn: David T. Jones
1010 10th Street, Suite 6800
Modesto, CA 95354

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided Consultant per this Agreement shall be as follows:

Year One: a total of \$90,000 paid in monthly installments of \$7,500.
Year Two: a total of \$90,000 paid in monthly installments of \$7,500.
Year Three: a total of \$90,000 paid in monthly installments of \$7,500.

The overall, three-year maximum amount paid under this Agreement shall be no more than \$270,000 which includes, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement. Work that is considered outside the normal scope of this Agreement would be subject to a separate negotiated rate.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be for three (3) years from March 11, 2016 through March 10, 2019 unless otherwise terminated as provided. This Agreement will not automatically renew. Upon mutual agreement of both parties, this Agreement may be extended for two (2) additional one-year terms, on the same terms and conditions as set forth herein.

D. REPRESENTATIVES

The parties' respective Project Managers shall be:

For County:

David Jones, (or designee)
Stanislaus County
Chief Executive Office
1010 10th Street, Suite 6800
Modesto, CA 95354
(209) 652-117
david.jones@stancounty.com

For Consultant:

Elizabeth Moeller, (or designee)
Partner
Pillsbury Winthrop Shaw Pittman, LLP
2300 N Street, NW
Washington, D.C. 28037