

**EXHIBIT A**  
**TO**  
**PROFESSIONAL SERVICE AGREEMENT**  
**BETWEEN**  
**MONTEREY COUNTY**  
**COUNTY ADMINISTRATIVE OFFICE**  
**INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS DIVISION**  
**AND**  
**NOSSAMAN LLP**

**SCOPE OF SERVICES / PAYMENT PROVISIONS**

**A. SCOPE OF SERVICES**

The CONTRACTOR shall provide on a timely basis services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below, and to other activities to which the parties in the future may agree:

- A.1 Proactive Intelligence Gathering & Reporting:** Exercise initiative to gather intelligence on emerging issues and trends based on professional expertise and knowledge of Monterey County's interests, and provide timely reports and advance notification to the Legislative Committee and legislative staff.
- A.2 Identification & Review:** Proactively and systematically identify legislative and regulatory issues which may impact Monterey County's current or potential future business interests. Provide information on identified items to Monterey County legislative staff and departmental experts for appropriate review.
- A.3 Position, Strategy & Action Recommendations:** Make recommendations on legislative and regulatory issues of interest to Monterey County related to County positions, political and technical strategies, and proactive actions.
- A.4 Take Action & Advocate on Behalf of Monterey County:** Execute position, strategy and action recommendations, and advocate Monterey County positions to legislators, legislative committees, the Administration, departments and agencies as directed by the Board of Supervisors and the Legislative Committee.
- A.5 Monitoring Matrix:** Monitor federal legislative, regulatory and other issues identified to be of interest to Monterey County and provide a matrix, updated weekly, of all such items for inclusion in all Legislative Committee agenda packets, and at the request of the Legislative Committee or legislative staff. The matrix will include: 1) Summary of the bill/issue; 2) Status of the bill/issue; 3) County position on the bill/issue; and 4) County status/action to date.

**A.6 Legislative Committee Meetings – Participation, Reports, Follow-up Actions:**

- i. Participate in weekly conference calls with the legislative staff and assist in the development of agendas for Legislative Committee meetings.
- ii. Participate in all meetings, in their entirety, of the Legislative Committee, via teleconference or in person unless otherwise approved by the Committee Chair and legislative staff.
- iii. Provide a written memo and verbally report to the Legislative Committee on the status of all items of interest to Monterey County; participation in hearings, meetings and other forums on behalf of the County; and advocacy efforts taken on behalf of the County. Provide bill summaries, analysis, and other relevant information on all federal items on the Legislative Committee meeting agendas. **Referenced materials are due by 12:00 p.m. (noon) the Thursday prior to the scheduled Legislative Committee meeting date, unless otherwise directed.**
- iv. Follow-up as appropriate on all research and action items requested by the Legislative Committee and legislative staff.

**A.7 Research, Analysis & Reports:** Provide comprehensive research, in-depth analysis, and verbal and written reports on matters identified within the Monterey County Legislative Platform, or as requested by the Legislative Committee or legislative staff on:

- i. Proposed legislation.
- ii. Executive proposals, budget proposals, grant programs, and regulatory/ rulemaking processes with potential fiscal or policy impacts to the County.
- iii. Emerging issues and the overall political atmosphere in Washington D.C. and the nation.

**A.8 Dedicated Staff:** Provide experienced and professional, senior level legislative advocacy staff dedicated to Monterey County whose primary responsibility is to respond to County requests for:

- i. Legislative reports, analyses, and research.
- ii. Intelligence gathering, strategic advisement.
- iii. Draft letters, talking points, or other briefing materials articulating County positions.
- iv. Other items as requested.

CONTRACTOR has designated Brent R. Heberlee as the primary staff assigned to services described herein. CONTRACTOR will provide such other additional staff of similar qualifications, as deemed necessary to carry out its obligations pursuant to this Agreement.

**A.9 Appropriations/Grant Requests:** Provide Monterey County with assistance, advice and guidance regarding submission of federal appropriation and grant requests, assist in preparing submissions, letters of support, and other supporting materials, advocate with relevant members and staff for County funding priorities, communicate with relevant committees, staff and members to keep the County apprised of the status of these submissions.

- A.10 Outreach – Expanding Monterey County’s Presence:** Elevate Monterey County’s presence in Washington D.C. by strategically expanding outreach efforts to key members of Congress, or other influential leaders.
- A.11 Meeting Attendance in Monterey County/California:** Attend meetings of the Board of Supervisors, Legislative Committee, or other meetings as requested by the Legislative Committee or legislative staff in Monterey County/California.
- A.12 Meeting & Scheduling Assistance:** Assist Monterey County in scheduling meetings with members of Congress, congressional staff, representatives of the administration, federal agencies, or others as requested. Coordinate logistics and support necessary for Monterey County Supervisors and County staff to participate in these meetings. Provide technical, political and strategic advice to participants providing testimony or appearing in legislative, executive or regulatory forums.
- A.13 Development of Legislative Program:** Assist Monterey County in the annual development and implementation of the County’s federal Legislative Program.
- A.14 Annual Report:** Prepare an annual report of federal activities undertaken on behalf of Monterey County for submission to the Legislative Committee and Board of Supervisors.
- A.15 Coalition Building:** As directed and when appropriate, work with interest groups, associations, agencies and others to develop a coalition of interest in support of Monterey County positions.
- A.16 Intelligence Gathering – Political Climate:** Generally assist Monterey County in gathering intelligence and analyzing the political climate toward development and implementation of an effective public affairs program in the furtherance of Monterey County’s interests.
- A.17 Participate in Association & Industry Activities & Meetings:** In consultation with the Legislative Committee and legislative staff, attend and participate in appropriate association and industry activities and meetings on behalf of Monterey County.
- A.18 Prepare & File Reports:** Prepare and file reports to remain in compliance with all applicable lobbying reporting and disclosure requirements.
- A.19 Deliverables, Reports & Deadlines:** Deadline for submission of all deliverables and reports referred to in this scope of work will be jointly developed by the legislative staff and CONTRACTOR.

The CONTRACTOR shall produce the written reports or other written documents (deliverables) as described above by the dates agreed upon with legislative staff. All written reports required under this Agreement must be delivered to Annette D’Adamo, the Contract Manager, with copies to Nicholas E. Chiulos.

## **B. COMPENSATION / PAYMENT**

The COUNTY shall pay a not so exceed sum of One Hundred Twenty-five Thousand Dollars (\$125,000) per annum for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- \$10,416.66 billed on a monthly basis for services.

If authorized by approval of the Monterey County Board of Supervisors, this Agreement may be renewed on the same terms and conditions, including compensation, for up to three additional one-year periods. In no event shall compensation under this Agreement and any renewals thereof exceed the amount of Five Hundred Thousand Dollars (\$500,000) without further action of the Board of Supervisors.

The COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the COUNTY.

The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.