

**Amendment No. 2**  
**County of Monterey Agreement for Professional Services with**  
**Nossaman LLP for**  
**State Legislative Advocacy &**  
**Grant and Funding Advocacy Services**

This Amendment No. 2 to the County of Monterey Agreement for Professional Services (hereinafter, "AMENDMENT") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Nossaman LLP (hereinafter, "CONTRACTOR").

Whereas the parties entered into an Agreement for Professional Services (hereinafter, "AGREEMENT"), on August 1, 2017; the AGREEMENT had an 11-month term and a total AGREEMENT amount that was not to exceed \$223,667; and the term of the AGREEMENT expired on June 30, 2018.

Whereas the parties renewed and entered into AMENDMENT NO. 1 to the AGREEMENT on July 1, 2018; the AMENDMENT NO. 1 had a term extension of 1-year and a total AGREEMENT amount not to exceed \$447,667, and the AGREEMENT will expire on June 30, 2019.

Whereas, the parties desire to amend the AGREEMENT as follows:

1. The AGREEMENT is amended and all of its provisions shall be deemed to have been in effect continuously since that time.
2. The AGREEMENT, Section 1.0 GENERAL DESCRIPTION, Subsection 1.01, shall be amended by removing "provide Federal legislative advocacy services."
3. The AGREEMENT, AMENDMENT NO. 1, Section 2.0 PAYMENT PROVISIONS, shall be amended by removing "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$447,667" and replacing it with "The total amount payable by the County to CONTRACTOR under this Agreement shall not exceed the sum of \$418,123.93."
4. The AGREEMENT, Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS, and Exhibit A, shall be amended by removing all references to federal legislative advocacy services and related federal legislative advocacy payment provisions.
4. Except as provided herein, all other terms and conditions of the original AGREEMENT and AMENDMENT NO. 1, as amended by this Amendment No. 2, shall remain in full force and effect.
6. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
**Nossaman LLP**  
Contractor's Business Name

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

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_  
(Name and Title)

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

**Approved as to Form**

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO or Assistant Treasurer)

By: \_\_\_\_\_  
Deputy County Counsel

Its: \_\_\_\_\_  
(Name and Title)

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

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

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

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

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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6. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties hereby execute this Renewal as follows:

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
**Nossaman LLP**  
Contractor's Business Name

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

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_  
(Name and Title)

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

**Approved as to Form**

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO or Assistant Treasurer)

By: \_\_\_\_\_  
Deputy County Counsel

Its: \_\_\_\_\_  
(Name and Title)

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

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

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

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

**Approved as to Indemnity, Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

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# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

Agreement Nos.: A-13633; A-13634 & A-13635

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Approved and authorized recommendations from the Legislative Committee to:

- a. Award a Professional Services Agreement (Agreement) for RFP 10626 (Federal Legislative Advocacy Services, A-13633) to Nossaman LLP in an amount not to exceed \$82,500 for the period of August 1, 2017 to June 30, 2018; and authorize an exemption to the workers' compensation insurance requirements in the PSA;
- b. Award an Agreement for RFP 10627 (State Legislative Advocacy Services, A-13634) to Nossaman LLP in an amount not to exceed \$91,667 for the period of August 1, 2017 to June 30, 2018;
- c. Award an Agreement for RFP 10628 (Grant and Funding Advocacy Services, A-13635) to Nossaman LLP in an amount not to exceed \$49,500 for the period of August 1, 2017 to June 30, 2018;
- d. Approve and authorize the Contracts/Purchasing Officer to sign the County's standard Professional Service Agreements (PSAs) with Nossaman LLP for RFPs 10626, 10627, and 10628; and
- e. Authorize the Contracts/Purchasing Officer to extend these Agreements for up to three (3) additional one (1) year periods under the same scope of work and payment provisions included in the Agreements subject to budget approval.

PASSED AND ADOPTED this 18th day of July 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting July 18, 2017.

Dated: July 18, 2017  
File ID: 17-0776

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Nossaman LLP  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
Provide Federal legislative advocacy services;  
State legislative advocacy services; and  
Grant and Funding Advocacy Services.

**2.0 PAYMENT PROVISIONS.**

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 223,663.

**3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from August 1, 2017 to June 30, 2018, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
- Exhibit A Scope of Services/Payment Provisions  
Exhibit B Disclosure of Conflicts of Interest

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to



the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance,** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance,** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance,** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Nicholas E. Chiulos, Assistant County Administrative Officer	Brent R. Heberlee, Partner
Name and Title County of Monterey 168 W. Alisal Street Salinas, CA 93901	Name and Title Nossaman LLP 1666 K Street NW, Suite 500 Washington D.C. 20006
Address	Address
831-755-5145	202-887-1423
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY  
By: 


Contracts/Purchasing Officer  
Date: 7-31-17

By: \_\_\_\_\_  
Department Head (if applicable)

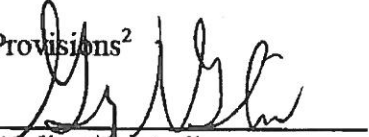
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>  
By: 

County Counsel  
Date: 7/27/17

Approved as to Fiscal Provisions<sup>2</sup>  
By: 

Auditor/Controller  
Date: 7-27-17

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR**

Nossaman LLP  
Contractor's Business Name\*

By:   
(Signature of Chair, President, or Vice-President)\*

Brent Heberlee, Partner  
Name and Title

Date: 7-26-17

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Date: \_\_\_\_\_  
Name and Title

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

TO  
PROFESSIONAL SERVICE AGREEMENT  
BETWEEN

MONTEREY COUNTY  
COUNTY ADMINISTRATIVE OFFICE (CAO)  
INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS (IGLA) DIVISION  
AND  
NOSSAMAN LLP

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES:

- Federal Legislative Advocacy Services;
- State Legislative Advocacy Services;
- Grant and Funding Advocacy 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 based on knowledge of the County's interests. Provide timely reports and advance notification to the Legislative Committee and IGLA staff.
- A.2 **Identification & Review:** Proactively identify legislative, budget, and/or regulatory issues which may impact the County's current or future business interests. Provide information on identified issues to IGLA staff and department experts for review.
- A.3 **Position, Strategy & Action Recommendations:** Make recommendations on legislative, budget, and regulatory issues of interest to the County related to County positions, political/technical strategies, and proactive actions.
- A.4 **Take Action & Advocate on Behalf of Monterey County:** Execute position, strategy and action recommendations, and advocate County positions to the Administration, legislators, legislative committees, or Federal/State agencies as directed by the Board of Supervisors and the Legislative Committee.
- A.5 **Legislative Committee Meetings – Participation, Reports, Follow-up Actions:**
- i. **Weekly Conference Calls:** Participate in weekly conference calls with IGLA staff and assist in the development of Legislative Committee meeting agendas.
  - ii. **Legislative Committee Meetings:** Participate in all Legislative Committee meetings, in their entirety, via teleconference or in person unless otherwise approved by the Committee Chair and IGLA staff.
  - iii. **Legislative Committee Reports:** Provide a written memo for inclusion in the Legislative Committee agenda packet, and verbally report to the Committee on agenda items and advocacy efforts undertaken on behalf of the County.
  - iv. **Follow-Up Actions:** Follow-up as appropriate on all research and action items requested by the Legislative Committee and IGLA staff.



- A.6 Bill/Issues Track:** Monitor Federal/State legislative, budget, regulatory, and other issues of interest to the County. Regularly provide a bill/issues track of activities to the Legislative Committee and IGLA staff, which includes: 1) a bill/issue summary; 2) bill/issue status; 3) County position; and 4) status/actions to date.
- A.7 Research, Analysis & Reports:** Provide comprehensive research, in-depth analysis, and verbal and written reports on matters identified within the Legislative Program, or as requested by the Legislative Committee or IGLA staff on:
- i. Legislative proposals;
  - ii. Executive, budget, regulatory, and rulemaking proposals/programs with potential fiscal or policy impacts to the County;
  - iii. Emerging Federal/State issues;
  - iv. Qualified ballot initiatives scheduled to come before the California electorate.
- A.8 Dedicated Staff:** Provide professional, experienced, senior level staff dedicated to the County whose primary responsibility is to respond to 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 Heberlee, Jennifer Capitolo and Ashley Walker 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 Outreach – Expanding Monterey County’s Presence:** Elevate the County’s presence in Washington D.C. and Sacramento, CA.
- A.10 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 IGLA staff in Monterey County/California. The County does not provide reimbursement for travel related or other expenses.
- A.11 Meeting & Scheduling Assistance:** Assist the County in scheduling meetings with elected officials, administrative, legislative, agency staff, or others as requested. Provide support to County Supervisors and staff participating in these meetings. Provide technical, political and strategic advice to participants providing testimony or appearing in legislative, executive or regulatory forums.
- A.12 Development of Legislative Program:** Assist the County in the annual development and implementation of the Legislative Program.
- A.13 Development of Strategic Grant Services Program – Work Plan:** Assist the County in the annual development and implementation of the Strategic Grant Services Program – Work Plan, which identifies priority projects, funding opportunities, timing, and probability of securing funding.
- A.14 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.

- A.15 Grant Requests:** Provide Monterey County with assistance, advice and guidance regarding submission of state 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.15 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.
- A.16 Advance Work with Grant Making Organizations:** Meet with grant making organizations to review County project eligibility.
- A.17 Expert Assistance on Priority Projects for Grant Funding:** Meet with County representatives regarding priority projects. Thoroughly discuss the projects and gauge competitiveness of applications for identified grant programs.
- A.18 Support for Grant Application Submissions:** Review County grant applications and related materials, and provide feedback and expertise on approach. The number of projects engaged in will depend on the timing of grant program submission deadlines and level of engagement needed in the application development process.
- A.19 Provide Strategic Advice and Project Support:** Provide political and strategic advice on gathering appropriate support letters for County grant applications. Facilitate support letters from elected officials.
- A.20 Facilitate Communication:** Maintain regular communication with representatives from the County and the grant making organizations regarding the progress of the grant review process.
- A.21 Follow-up/Reporting:** Advise the County on necessary grant application follow-up paperwork and reporting once grant funds have been secured.
- A.22 Annual Report:** Prepare an annual report of activities undertaken on behalf of the County for submission to the Legislative Committee and Board of Supervisors.
- A.23 Coalition Building:** When so directed, work with interest groups, associations, agencies, and others to develop a coalition of interest in support of County objectives.
- A.24 Intelligence Gathering – Political Climate:** Assist the County in gathering intelligence and analyzing the political climate to develop and implement an effective legislative program in the furtherance of County interests.
- A.25 Participate in Association & Industry Activities:** Participate in association and industry activities/meetings on behalf of the County, including but not limited to: the California State Association of Counties (CSAC); and National Association of Counties (NACo).
- A.26 Prepare & File Reports:** Prepare and file quarterly Fair Political Practices Commission (FPPC) reports in compliance with State law.
- A.27 Deliverables, Reports & Deadlines:** Submission deadlines for all reports referenced in this scope of work will be jointly developed by IGLA staff and CONTRACTOR.

**B. COMPENSATION / PAYMENT**

The COUNTY shall pay an amount not to exceed \$223,416 for this eleven (11) month contract 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:

- \$20,333 billed monthly for the following services:
  - \$7,500 billed monthly for federal legislative advocacy services.
  - \$8,333 billed monthly for state legislative advocacy services.
  - \$4,500 billed monthly for grant and funding advocacy services.

If authorized by approval of the Monterey County Board of Supervisors, this Agreement may be renewed under the same terms and conditions, including compensation, for up to three (3) additional one (1) year periods, subject to budget approval.

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.

**EXHIBIT B**

**TO  
PROFESSIONAL SERVICE AGREEMENT  
BETWEEN**

**MONTEREY COUNTY  
COUNTY ADMINISTRATIVE OFFICE (CAO)  
INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS (IGLA) DIVISION  
AND  
NOSSAMAN LLP**

**DISCLOSURE OF CONFLICTS OF INTEREST**

**A. DISCLOSURE OF CONFLICTS OF INTEREST**

The COUNTY recognizes that the CONTRACTOR has other clients for which it performs services similar to those provided for in this contract, and the interests of the CONTRACTOR's other clients may conflict with the interests of the COUNTY. When such conflicts of interest arise, the CONTRACTOR agrees to inform the COUNTY of the conflict, or potential conflict, immediately, and the CONTRACTOR agrees that it shall not take any action on behalf of the COUNTY or such other clients without the consent of the COUNTY.