

EXHIBIT A-1

**TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN**

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

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES – GRANT 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 Annual Meetings in Monterey County:** Meet annually with County representatives in Salinas, California, to discuss priority projects for which grant funds are being sought.
- A.2 Strategic Planning for Grant Funding Priorities:** Continually update the County's grant needs inventory. Develop a strategic long term work plan to seek grant funding opportunities for the County's priority projects that outlines the opportunities, timing and probability of securing funding.
- A.3 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.
- A.4 Coordination with Grant Making Organizations:** Meet with grant making organizations to review County project eligibility.
- A.5 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.6 Grant Application Development and Submission:** Review, write, assemble, and/or submit 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.7. Provide Strategic Advice and Project Support:** Provide political and strategic advice on gathering appropriate support for County grant applications or other funding opportunities. Facilitate strategic meetings with agencies and elected officials.

- A.8 Facilitate Communication:** Maintain regular communication with representatives from the County and the grant making organizations regarding the progress of applications and grant review processes.
- A.9 Follow-up / Reporting:** Advise the County on the necessary process for grant acceptance and reporting requirements once grant funds have been secured.
- A.10 Activity Reports:** Maintain a comprehensive grant tracking system which captures the history of grant funding opportunities evaluated and/or applied for; and provides the status of all current and upcoming funding opportunities for which applications will – or are being considered – for submittal. Provide regular updates to the Board of Supervisors’ Legislative Committee. Provide an annual report on activities to the Board of Supervisors. Provide other reports on an as-needed basis as requested.
- A.11 Legislative Committee Meetings – Participation, Reports, and Follow-up:** Assist in the development of agenda items related to the Strategic Grant Services Program for the Legislative Committee. 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. Provide a written memo and verbally report to the Legislative Committee on the status of work undertaken on behalf of the County. Legislative Committee reports due by 8:00 a.m. the Thursday prior to the scheduled Legislative Committee meeting date, unless otherwise directed. Follow-up as appropriate on all research and action items requested by the Legislative Committee and legislative staff.
- A.12 Involvement in Development of Legislative Program:** Provide input in the development of the County’s annual Legislative Program in order to link the strategic plan for grant funding priorities to the County’s legislative priorities.
- A.13 Legislative Advocacy:** Identify, review and make recommendations on legislative, regulatory, or funding initiatives which may impact the County’s grant or other funding opportunities. Advocate on behalf of the County to advance its project/funding interests. Provide scheduling assistance with legislators, state agencies, funding agencies, or others as requested. Build coalitions in support of County project/funding needs as requested. Generally assist the County in gathering intelligence and analyzing the political climate to develop and further the County’s project/funding interests. Provide information on reportable activities to the Fair Political Practices Commission on a quarterly basis to Annette D’Adamo.
- A.14 Deliverables, Reports & Deadlines:** Deadline for submission of all deliverables and reports referred to in this scope of work will be jointly developed by the County Administrative Office – Intergovernmental and Legislative Affairs Division (IGLA) staff and CONTRACTOR.

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

B. COMPENSATION / PAYMENT

The COUNTY shall pay a not to exceed sum of One Hundred Sixty-eight Thousand Dollars (\$168,000) 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:

- \$7,000 billed on a monthly basis for services.

The COUNTY may, at 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.