

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT

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

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES:

- **Grant and Funding Advocacy Services**

The CONTRACTOR shall provide on a timely basis service 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 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.2 Advance Notice of Grant Funding Opportunities:** Provide timely updates regarding upcoming grant opportunities.
- A.3 Grant Requests:** Provide the County with assistance, advice and guidance regarding submission of grant requests, assist in preparing submissions, obtaining 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.4 Advance Work 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 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.7 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.8 Facilitate Communication:** Maintain regular communication with representatives from the County and the grant making organizations regarding the progress of the grant review process.
- A.9 Follow-up/Reporting:** Advise the County on necessary grant application follow-up paperwork and reporting once grant funds have been secured.
- A.9 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.10 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.11 Grants Track:** Regularly provide a grant track of activities to the Legislative Committee and IGLA staff, which includes: 1) a summary of active applications; 2) summary/status of past applications; 3) research requests; 4) notices of funding opportunities; and 5) listing of grant support letters secured.
- A.12 Dedicated Staff:** Provide professional, experienced, senior level staff dedicated to the County whose primary responsibility is to respond to requests for grants or other funding opportunities:
- CONTRACTOR has designated Ashley Walker and Kasha Hunt 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.13 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.14 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.15 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 \$96,600 for this twelve (12) 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:

- \$8,050 billed monthly for federal legislative 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.