

## EXHIBIT A

### PROFESSIONAL SERVICE AGREEMENT

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

### SCOPE OF SERVICES / PAYMENT PROVISIONS

#### A. SCOPE OF SERVICES:

- **Federal Legislative 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 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 County Administrative Office – Intergovernmental and Legislative Affairs (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 the County of Monterey:** Execute position, strategy and action recommendations, and advocate County positions to the Administration, federal legislators, legislative committees, federal agencies or others 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, remotely 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 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:
- i. bill/issue summary
  - ii. bill/issue status
  - iii. County position; and
  - iv. status/actions to date.
- A.7 Research, Analysis & Reports:** Conduct research and analysis in coordination with County departments, and provide verbal and/or 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 issues.
- 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 or other briefing materials articulating County positions.
  - iv. Other items as requested.

CONTRACTOR has designated Mária Tripplaar and Katlyn Koegel 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.
- A.10 Meeting Attendance in Monterey County/California:** Attend meetings in Monterey County/California as requested. 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, federal agency staff, or others as requested. Provide support to County Supervisors and staff participating in these meetings.
- A.12 Development of Legislative Program and Legislative Workshop:** Assist the County in the annual development and implementation of the Legislative Program and Legislative Workshop.
- A.13 Grant Requests:** Provide the County with general support related to the submission of federal grant requests, including assistance in obtaining letters of support from federal elected officials.
- A. 14 Community Project Funding (CPF)/Congressionally Directed Spending (CDS):** Provide the County with assistance, strategic advice, and guidance regarding the development of applications, including submittal of the County’s applications, for consideration by the federal Congressional delegation for CPF/CDS “earmarks”.

- A.15 Annual Report:** Prepare an annual report of activities undertaken on behalf of the County for submission and presentation to the Board of Supervisors.
- A.16 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.17 Prepare & File Reports:** Prepare and file quarterly Lobbying Disclosure Act (LDA) reports in compliance with federal law.
- A.18 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 \$143,750 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:

- \$11,979 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.