

MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER

TO: The Honorable Board of Supervisors
FROM: David Boesch, County Executive Officer
By Allison Carlos, Principal Management Analyst
DATE: December 10, 2013
SUBJECT: Placer County 2014 Legislative Advocacy

RECOMMENDED ACTIONS

1. Approve the Placer County 2014 Legislative Platform and authorize staff to pursue actions and to coordinate the advocacy program consistent with that document.
2. Approve two advocacy contracts for a 2-year period beginning January 1, 2014; federal advocacy contract in the amount of \$143,640 with the firm of Holland & Knight, LLP, and state advocacy contract in the amount of \$54,495 with the firm of Peterson Consulting, Inc.
3. Authorize members of the Board of Supervisors to travel to Washington, DC February 10-14, 2014 to meet with elected or appointed officials of the United States to advocate for legislative and regulatory interests of the County.

BACKGROUND

Legislative Platform

The Annual Legislative Platform (Platform) serves as the basis for the County's advocacy efforts with executive and legislative branches of state and federal government. The Platform was developed with input from subject matter experts and has been streamlined this year; listing general principles, key issues and projects, and summaries of proposals. The proposals are abbreviated for ease of use with detail linked online. Staff continues to work with the advocate team to defend County resources and respond to, or potentially sponsor, legislation to address policy, rules, and laws.

Federal Advocacy

The federal government concerns over the budget, the debt ceiling, and the implementation of the Affordable Care Act capture headlines and have local jurisdictions regularly monitoring possible impacts. However, priority legislative and policy interests of the County are framing up to include:

- Water resources supply and protection,
- Woody biomass implementation,
- Placer County Conservation Plan regulatory support,
- Secure Rural School and Community Self Determination Act Funding,
- 2015 Moving Ahead for Progress in the 21st Century Act ("MAP 21") Reauthorization, and
- Priority infrastructure projects and programs funding.

When seeking federal funding, the following approaches remain important to be as competitive as possible:

- Local agency direct relationship with key federal funding decision makers,
- Regional approaches when seeking funding, and
- Grants that are well written with supporting letters and information will be most successful.

State Advocacy

The 2014 legislative year for state issues is expected to be eventful with a number of Placer County legislative interests last year becoming two-year bills and specific legislative or administrative actions pertaining to the:

- Bay Delta Conservation Plan,
- Water Bond,
- Cap and Trade Revenue Auction funding,
- California economic development initiatives,
- Realignment continued implementation (Affordable Care Act and public safety),
- California Environmental Quality Act reform, and
- Labor relations.

The proposed Bay Delta Conservation Plan (BDCP) as proposed is anticipated to have adverse implications to water supply for portions of Placer County. While strategies are being developed to ensure the County is responding to the environmental document, specific effort will be needed with regional coalitions, elected officials, and the Placer County Water Agency. The Peterson Consulting work program is expanded as proposed to focus on water resource issues associated with BDCP and the Water Bond. The 2013 legislative year ended with competing bills as a potential vehicle for revamping the state Water Bond and focused advocacy is important. Relative to Cap and Trade Auction Revenues, efforts will be to position Placer County to compete for funds for key programs, including advocating for broad use of the funds at the local level. Additionally, we will be monitoring labor-related bills that are expected to again emerge, redevelopment-related proposals, and the progress of all potential ballot measures that have material implications to Placer County as relates to programs and funding, such as increases in VLF for road maintenance. Staff requests approval of the attached 2014 Legislative Platform.

Federal and State Advocacy Contracts

Current agreements for advocacy services expire on December 31, 2013. The County Executive Office recommends that Holland and Knight (H&K) and Peterson Consulting contracts be renewed for Federal and State advocacy, respectively. Staff proposes contracts with a two-year term beginning January 1, 2014 to support efficiency and continuity. H&K continues to effectively operate within the mainstream in Washington and has a depth of experience with Placer County and our policies and funding interests.

In addition to the broad State lobbying support provided through the Peterson Consulting contract staff is recommending a contract increase of \$8,200 for dedicated attention to water and water quality protection. The work plan will include assisting in developing water-related strategies, identifying strategic regional or policy alliances with other governing bodies, providing outreach to key state agencies, working with Placer County delegation and other legislators, advocating for modifications to state legislative or administrative plans that adversely impact Placer County, identifying or convening a coalition of supporters for inclusion with Placer delegation, and coordinating with groups for inclusion of beneficial provisions in the Water Bond or other legislation. Staff requests approval of the attached contracts.

Federal Priorities trip to Washington DC

Typically in February, Board members travel to Washington DC to meet with Federal officials to advocate for County priorities. H&K emphasizes the importance of our leadership speaking directly with legislators and agencies' staff, particularly as funding tightens. In recent years, your Board has authorized two to four Board members to participate in this annual trip. Meetings with Congressional members and agencies' staff are scheduled based upon the County priorities, with

a Board member designated for lead within that setting. Typically, the lead has been one that is familiar with the policy or program which the meeting is addressing, and can effectively represent the County's interests.

Staff requests authorization for the trip for a total amount, not to exceed \$1,600 per participant. Subsequent to your approval, required paperwork and forms will be completed for travel.

FISCAL IMPACT

The total cost for the advocacy contracts is \$198,135 annually, a 4% overall increase, funded by the County General Fund. Funding has been included in the County Executive Office appropriation for FY 2013-14 Final Budget and will be requested in FY 2014-15 Proposed Budget. To the extent revenues are realized by the County through advocacy efforts, net county cost could be reduced. As pertains to the annual legislative trip to Washington DC, the total estimated travel, lodging and related incidental cost is approximately \$1,200 to \$1,600 per participant. Exact costs will be dependent upon the total number of participants and confirmation of travel details. This cost is included in the County's approved FY 2013-14 Final Budget.

Attachment 1: Placer County 2014 Legislative Platform

Attachment 2: Holland & Knight, LLP 2014-15 Contract

Attachment 3: Peterson Consulting, Inc. 2014-15 Contract

**PLACER
COUNTY**

2014

Placer County's Legislative Platform is a statement of the goals and priorities of the Board of Supervisors and establishes the basis for its advocacy efforts with the Executive and Legislative branches of the U.S. Government and the State of California.

**ANNUAL
LEGISLATIVE
PLATFORM**

**PLACER COUNTY
2014 LEGISLATIVE/REGULATORY PLATFORM
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Placer County's Legislative/Regulatory Platform is a statement of the goals and priorities of the Board of Supervisors and establishes the basis for its advocacy efforts with the Executive and Legislative branches of the U.S. Government and the State of California. The annual Platform contains broad goals and specific legislative proposals of interest and benefit to the County of Placer and its citizens. The Legislative/Regulatory Platform is composed of four parts:

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PLACER COUNTY
2014 Legislative/Regulatory Platform
GENERAL PRINCIPLES

- A. Support legislation to restore local control and oppose efforts that will hinder or limit the County's ability to self-govern and to maintain land use control.
- B. Encourage and seek legislation that facilitates orderly economic expansion and growth, and increases the opportunity for discretionary revenues and programmatic and financial flexibility for the County.
- C. Support State/Local government fiscal restructuring efforts that align program responsibility and sufficient revenue sources to assure Placer County the financial independence necessary to provide services to its residents and meet its mandated responsibilities.
- D. Oppose federal or state legislation for new, transferred, or realigned mandated programs that do not contain their own, sufficient revenue source.
- E. Support current or increased levels of state and federal funding for County mandated programs.
- F. Support legislation that provides tax and funding formulas for the equitable distribution of state and federal monies while opposing attempts to decrease, restrict or eliminate County revenue sources.
- G. Support the County's authority to assure mutually acceptable tax sharing agreements for annexation, incorporation and redevelopment that protect or enhance the County's ability to provide services to its constituents.
- H. Support legislation that protects the County's quality of life, its diverse natural resources, and continued preservation of agricultural lands, wildlife habitat and open space.
- I. Seek cooperation with the federal and state government, on regulatory and administrative issues affecting the County, to ensure the protection and well-being of its citizens.
- J. Encourage and engage with local agencies and governments to cooperate for the betterment of the community, and expand voluntary regional solutions to regional problems.
- K. Support legislation and regulations that provide local agencies program and operational flexibility.

PLACER COUNTY
2014 Legislative/Regulatory Platform
KEY ISSUES

1. Economic Development

Support statewide, regional and local efforts to promote economic development and legislation that will fund existing state economic development programs, such as those within the Governor's Office of Business & Economic Development unit, California Competes, TeamCalifornia Marketing programs, Office of Small Business Advocate, CA Film Commission. Support legislation or programs that would facilitate broad areas of business development that would be beneficial to Placer County, as well as prudent financing and funding options for business growth and infrastructure development.

2. Regional Water Strategy

Support statewide, regional, and local efforts to promote a sustainable water supply plan that protects Placer County residents. Support the efforts of the Placer County Water Agency (PCWA), regional partners and coalitions where advocacy is consistent with interests of Placer County to protect our water resources and prevent increases in fees and/or changes in our infrastructure that is dedicated to conveying and distributing water to Placer County residents.

3. Sustainable Communities Funding; Cap and Trade Auction Revenues

Support legislation, regulation and program implementation for distribution of Cap and Trade Auction Revenues to local agencies, consistent with policies and program priorities of Placer County. In 2014, significant auction revenues will be available for potential uses such as energy, infrastructure, housing and other programs as may be defined.

4. Program Realignment

Support efforts and legislation to achieve protections, dedication of adequate revenue, and flexibility leading to best outcomes for Placer County including those related to the implementation of 2011 and 2013 State/County Realignments impacting Public Safety and Health and Human Services.

5. Employee relations

Oppose legislation that would reduce local control as pertains to employee relations and collective bargaining, mandated employee benefits, or that may otherwise create financial burden.

6. California Environmental Quality Act (CEQA) Reform

Monitor legislation related to CEQA reform and advocate as necessary relative to key policy interests of Placer County including, but not limited to, economic development, efficient delivery of infrastructure, implementation of priority programs and policies, and provision of housing.

For details regarding issues and specific proposals in this Platform. [click here](#)

PLACER COUNTY
2014 Legislative/Regulatory Platform
KEY PROJECTS

7. Placer County Conservation Plan Funding and Support

Support legislation and programs that advance the objectives of the PCCP to protect open space and agricultural land in the County and to comply with the myriad of state and federal laws that apply to wetlands and sensitive species while streamlining regulatory procedures. Seek clarification on levels-of-significance thresholds, definitions, and mitigation/conservation standards, as implemented by proposed or adopted NCCPs/HCPs. Seek to resolve potential statutory conflicts between fuel load reduction needs and activities and impacts to oak woodlands as necessary.

8. Facilitate Implementation of Placer Legacy Programs

Support legislation and programs that advance the objectives of the Placer Legacy Program to protect open space and agricultural land in the County and to comply with the myriad of state and federal laws.

9. Kings Beach Commercial Core Improvement Project

Support opportunities to obtain financial assistance from federal and state agencies to fund construction of the Kings Beach Commercial Core Improvement Project.

10. Placer Parkway Project

Seek and support federal funding for the Placer Parkway Project as shown in the approved Placer Parkway Corridor Preservation EIR. The Placer Parkway will provide a new east/west connection, which adds significant needed capacity, and support economic development.

PLACER COUNTY
2014 Legislative/Regulatory Platform
SPECIFIC PROPOSALS

11. Lake Tahoe Restoration Act

Seek funding for future restoration efforts to preserve and protect Lake Tahoe.

12. California State Water Resources Control Board National Pollution Discharge Elimination System (NPDES) Phase 2 Regulations

Support NPDES Phase 2 permit requirements that are reasonable and implementable by municipalities. Support federal funding assistance and legislation to make it easier to implement local fee programs for storm water quality program implementation.

13. Lake Tahoe Total Maximum Daily Load Implementation (TMDL)

Support legislation and advocacy efforts to: (1) minimize further water quality regulation and unfunded mandates, with an emphasis on minimizing administrative, monitoring and inspection regulatory activities that do not directly lead to cleaner storm water; (2) facilitate easier implementation of local fee programs to support storm water quality program implementation and; (3) continue and increase State and Federal funding assistance for TMDL compliance and storm water program implementation.

14. State Wetlands and Riparian Areas Protection Policy

Support legislation or policy development that directs the State Water Resources Control Board to prepare a Wetlands and Riparian Areas Protection Policy that takes advantage of the science-based planning and programmatic regulatory opportunities provided by programs such as the Placer County Conservation Plan (PCCP).

15. HR 2389 - Secure Rural Schools and Community Self-Determination Act

Approve a long-term reauthorization of the Secure Rural Schools and Community Self-Determination Act.

16. Reauthorization - Federal Surface Transportation Bill ("MAP-21 Reauthorization")

Support federal funding for transportation improvements and specifically ongoing Reauthorization of the Federal Surface Transportation Bill, known as MAP-21.

17. Retaining the Film Industry in California

Support incentives that result in retention and promotion of film production in California, specifically those types of productions traditionally shot on location in Placer County.

18. Pest Detection Funding for Farm Bill Appropriations to California

Support funding to retain or enhance existing funding for pest prevention and detection funding performed by the Agriculture Department.

19. Animal and Plant Health Inspection Service (APHIS) Funding for California Wildlife Services

Support legislation and regulation that restores or enhances funding to the USDA/APHIS Wildlife Services Program in California to increase service and reduce costs to counties.

20. Development funding for USDA Slaughter and Processing Facility

Support funding to aid in the facility planning, design, and business planning that will precede construction of a new UDA-inspected slaughter and processing facility in Placer County

21. State and Regional Board Irrigated Lands Regulatory Proposal

Oppose any new legislation that seeks to add additional regulatory responsibility by the Agricultural Commissioner of the Irrigated Lands Regulatory Program (ILRP) without adequate funding.

22. Williamson Act

Support legislation and state funding for the Williamson Act program.

23. United States Forest Service (USFS) NEPA Funding for Noxious Weed Eradication

Support long term funding for NEPA preparation and specific noxious weeds in the Integrated Resource and Restoration (IRR) USDA budget line item.

24. Collection of CA Department of Food and Agriculture Administrative Fees

Oppose legislation or regulation (including sunset extensions) that would require County Agricultural Commissioners and Sealers to collect administrative fees for the California Department of Food and Agriculture.

25. Materials Recover Performance Standards

Oppose efforts that impose infeasible performance standards (e.g. one size fits all) and/or do not consider local conditions, such as a jurisdiction's diversion rate, the local waste stream, other recycling programs in place, and available materials markets. Support efforts that, instead of imposing performance standards on MRFs, promote materials markets.

26. Fees Imposed by Federal, State and Local Regulatory Agencies

Generally oppose efforts to increase fees or other costs of operation unless substantiated by life-cycle and/or cost-benefit analyses, or reasonable demonstrated need. Oppose any new or increased fees designed to help state agencies make up for budget deficits or to fund subsidies or grant programs.

27. Permitting and Regulatory Flexibility for Solid Waste, Water, and Wastewater Programs

Support legislation and/or regulatory permitting that would provide local agencies more program and operational flexibility and would give relief to small districts and small or disadvantaged communities. Oppose increased or more stringent regulatory requirements without use of scientific evidence.

28. Alternative Daily Cover

Oppose legislation that would restrict, prohibit, or otherwise disincentivize the use of MRF fines (e.g. no longer count as waste diversion) as ADC that is not based on sound science. Support use of MRF fines as ADC where the material meet State standards.

29. Solid Waste Regulation or Legislation

Oppose any solid waste and recycling related mandates that are not substantiated by cost/benefit/feasibility studies, a funding mechanism (other than tipping fees or garbage rates), and/or manufacturer and extended producer responsibility.

30. Extended Producer Responsibility Legislation

Support Product Stewardship and Extended Producer Responsibility (EPR) legislation designed to shift the financial disposal burden of household hazardous waste, universal waste and other problematic products from cities and counties to manufacturers and producers of the products.

Oppose landfill bans that are not substantiated by scientific studies and oppose bans that do not provide a plan for cost-effective ways to remove the material from the waste stream.

31. Support Economic Incentives for Green Technology Legislation

Support efforts to provide financial and other incentives to assist in implementing compliance programs using green technology

32. Biomass

Support, oppose, or propose legislation in support of the Placer County woody biomass facility in general, and rules to ensure woody biomass from all forest ownerships (public and private) is potentially eligible as fuel for renewable energy, and to acknowledge such use as being carbon neutral. Support initiatives for the renewal of incentive programs such as the Production Tax Credit and Investment Tax Credit by demonstrating there are significant underutilized resources that are both socially and environmentally beneficial.

33. Health and Human Services Programs

Support adequate, flexible, and stable funding to best meet Federal/State Health and Human Services program requirements including Child Welfare Services, Mental Health Services, Substance Abuse Services, Human Services, Adult Protective Services, In-Home Supportive Services, Health Care to Low-Income Adults including the indigent and California Children Services, and Health Reform. In addition, support continuation of the Placer County Integrated Health & Human Services Pilot Program (Placer Waiver- State Welfare and Institutions Code 18986.62) to maximize flexibility in program design as well as increase Federal/State funding leveraging opportunities.

34. Child Welfare Services and Foster Care Program Mandates

Support full and complete restoration of State funding, as well as efforts to adequately fund and support Child Welfare Services and Foster Care program mandates.

35. Reduce Pet Overpopulation

Support legislation that seeks to reduce the number of unwanted dogs and cats entering shelters each year without increasing the cost to the County. Advocate for legislation that requires owners to spay or neuter their dogs and/or cats if the owners are repeatedly cited for their dogs and cats being unlicensed or repeatedly impounded or cited for being at large.

36. Home Investment Partnership Program (HOME) and Community Development Block Grant (CDBG) Funds and Program Reforms

Advocate for continued support for Federal CDBG and HOME program funding and support improvements and reforms to statewide administration of the CDBG program.

37. Low Income Housing Tax Credits

Advocate for continued support for Federal Low Income Housing Tax Credits.

38. Modify Laws that Limit CalPERS Retirement Options Affecting New Hires

Support or sponsor legislation and policy as may be required to allow Placer County to discontinue enrollment of new employees into the California Public Employees Retirement System (CalPERS) to create a "soft freeze" on the retirement plan.

39. Modify CalPERS Health Insurance Vesting

Support legislation that will allow Placer County to continue to have local control to contract with their bargaining groups for County employees regarding health insurance premium contribution formulas.

40. Funding for Regional Public Safety Communications Network

Seek funding to continue implementation of a countywide Project 25 compliant communications system. This will provide increased public safety and disaster response by increasing communication across and between multi-jurisdictional boundaries with other mutual aid agencies.

41. Veterans Outreach Clinic

Monitor legislation and regulatory opportunities for effective service and accessibility options for veterans, considering support of shifting the Auburn Community Based Outreach Clinic from the VA Medical Center – Reno, NV to the VA Medical Center – Mather, CA.

42. Funding for Public Libraries

Continue to support efforts to restore full funding of State support of public libraries for all programs.

43. Child Support Arrearages

Support legislation that includes mechanisms that promote collection of child support arrearages.

44. The Medicare/Medicaid Extension Act

Support amendment to the Medicare/Medicaid Extension Act that will provide a fair and equitable process for reimbursement of Medicare Set Aside or Medicare Reimbursement Accounts.

45. Sustainable Communities Program

Support/take advantage of the Sustainable Communities Program funding initiative to locally promote economic competitiveness, protect healthy environments, and enhance quality of life.

46. Parcel Fees for Fire Planning in State Responsibility Areas (SRA)

Support legislation and advocacy efforts to modify the requirements of AB29 X1 that affect Placer County residents, and at a minimum, replace it with a more equitable statewide solution.

47. Transit and Transportation Funding

Support legislation, advocacy and grant submission efforts leading to funding for local and regional transit and transportation.

Administering Agency: Placer County Executive Office

Contract No. _____

Contract Description: **PROFESSIONAL SERVICES OF HOLLAND & KNIGHT, LLP, AS
FEDERAL LOBBYIST**

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 1, 2014, by and between the County of Placer, ("County"), and Holland & Knight LLP ("Contractor"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A, and Contractor's response to said document. Contractor shall provide said services at the time, place, and in the manner specified.
2. **PAYMENT.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B, and Contractor's response to said document. The payment specified in Exhibit B, and Contractor's response to said document shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B.
3. **TERM.** The term of this Agreement shall cover the period beginning January 1, 2014 and ending on December 31, 2015, unless otherwise ended pursuant to paragraph 22 below.
4. **FACILITIES, EQUIPMENT AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY.** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **EXHIBITS.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
6. **TIME FOR PERFORMANCE.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
7. **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
8. **LICENSES, PERMITS, ETC.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
9. **TIME.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant

to this Agreement. Neither party shall be considered in default of this Agreement to the extent Performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

10. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

11. INSURANCE. CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

12. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

13. GENERAL LIABILITY INSURANCE.

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability

and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).

- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

14. ENDORSEMENTS.

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

15. AUTOMOBILE LIABILITY INSURANCE.

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

16. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS).

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

If Contractor sub-contracts in support of Contractors work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

17. ADDITIONAL REQUIREMENTS.

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to

require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

18. **CONTRACTOR NOT AGENT.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
19. **ASSIGNMENT PROHIBITED.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
20. **PERSONNEL.**
 - A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
21. **STANDARD OF PERFORMANCE.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
22. **TERMINATION.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

23. **NON-DISCRIMINATION.** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
24. **RECORDS.** Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
25. **OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
26. **WAIVER.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
27. **CONFLICT OF INTEREST.** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
28. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
29. **ALTERATION.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.

30. **GOVERNING LAW.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

31. **NOTIFICATION.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Executive Office
Attn: Allison Carlos
175 Fulweiler Avenue
Auburn, CA 95603

Phone: (530) 889-4030
Fax: (530) 889-4023

CONTRACTOR:

Holland & Knight LLP
Attn: Richard Gold
2099 Pennsylvania Avenue NW, Suite 100
Washington, DC 20006

Phone: (202) 457-7143
Fax: (202) 955-5564

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Name: Jim Holmes
Title: Chairman of the Board of Supervisors

Approved As to Form – County Counsel:

By: _____

CONTRACTOR - HOLLAND & KNIGHT, LLP

By: _____
Name: Richard Gold

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment For Services Rendered

EXHIBIT A
SCOPE OF SERVICES
COUNTY OF PLACER
AND
PETERSON CONSULTING, INC.
STATE ADVOCACY PROGRAM

SECOND PARTY agrees to do the following:

Specific Projects and/or Priorities:

1. As designated by the County Executive Officer, represent the COUNTY'S interests relative to specific projects and/or priorities. These specific projects and/or priorities shall be identified by title with a brief written description of the request or action.

As directed by the County Executive Officer, or his designee, SECOND PARTY may also perform the following duties:

General Projects and Reporting Activities:

1. Represent the County's position on legislation of general interest to the COUNTY.
2. Represent the COUNTY on legislation of specific interest to the COUNTY.
3. Ensure that the COUNTY is fully informed of the status of legislation through phone calls and emails as often as necessary, Fax transmissions, regular mail, monthly written or oral status reports, and meetings with the Board of Supervisors and the County Executive Office.
4. Regularly inform the COUNTY'S legislators of the COUNTY'S positions and concerns regarding legislation.
5. Attend, as necessary, meetings of legislative committees, CSAC and affiliated organizations, and other bodies at which legislation of interest to the COUNTY is discussed.
6. Assist the Board of Supervisors and the County Executive Office in drafting legislation and/or amendments to existing legislation as may be needed to fulfill the COUNTY'S interests.
7. Report to the County Executive Office on the Governor's or his administration's actions or proposed actions as to potential impacts to the COUNTY, and represent the COUNTY'S position before these bodies, as may be necessary.
8. Represent the COUNTY before regulatory agencies as may be necessary.
9. Provide specialized legislative strategic planning sessions and consultation.

10. Assist Placer County in the development of water resource strategies pertaining to the Bay Delta Conservation Plan and Water Bond.
11. Identify strategic regional or policy alliances with other governing bodies and facilitate forming coalitions in support of provisions of a bond that are of particular benefit to Placer County, and coordinate with those groups advocating for provisions to appear on a final bond.
12. Advocate that any bond proposal and accompanying legislation or proposed Constitutional Amendment proposed in tandem with the water bond strenuously protects Placer County's drinking water supplies and contractual relationships.
13. Perform other duties as the Board of Supervisors or the County Executive Officer may find necessary.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED
COUNTY OF PLACER
AND
HOLLAND & KNIGHT, LLP
FEDERAL ADVOCACY PROGRAM

1. AMOUNT OF PAYMENT. COUNTY shall pay SECOND PARTY not to exceed a contract total amount of ONE HUNDRED FORTY-THREE THOUSAND, SIX HUNDRED AND FORTY DOLLARS (\$143,640.00) during the term of this agreement as payment for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses.
2. PAYMENT SCHEDULE. Monthly payments shall be made to SECOND PARTY within ten (10) days of the last day of each month for services set forth in Exhibit A. Payment shall be made in twelve equal installments, per year, as payment in full for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses. SECOND PARTY shall invoice COUNTY for services set forth in Exhibit 1 on a monthly basis, by the 15th of each month.

Administering Agency: Placer County Executive Office

Contract No. _____

Contract Description: PROFESSIONAL SERVICES OF PETERSON CONSULTING, INC.,
AS STATE LOBBYIST

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 1, 2014, by and between the County of Placer, ("County"), and Peterson Consulting, Inc. ("Contractor"), who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A, and Contractor's response to said document. Contractor shall provide said services at the time, place, and in the manner specified.
2. **PAYMENT.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B, and Contractor's response to said document. The payment specified in Exhibit B, and Contractor's response to said document shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B.
3. **TERM.** The term of this Agreement shall cover the period beginning January 1, 2014 and ending on December 31, 2015, unless otherwise ended pursuant to paragraph 22 below.
4. **FACILITIES, EQUIPMENT AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY.** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **EXHIBITS.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
6. **TIME FOR PERFORMANCE.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
7. **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
8. **LICENSES, PERMITS, ETC.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
9. **TIME.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent Performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

10. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

11. INSURANCE. CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:-VII showing.

12. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

13. GENERAL LIABILITY INSURANCE.

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

14. ENDORSEMENTS.

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

15. AUTOMOBILE LIABILITY INSURANCE. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

16. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS).

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

If Contractor sub-contracts in support of Contractors work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the Contractor shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

17. ADDITIONAL REQUIREMENTS.

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

18. **CONTRACTOR NOT AGENT.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

19. **ASSIGNMENT PROHIBITED.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

20. **PERSONNEL.**

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

21. **STANDARD OF PERFORMANCE.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

22. **TERMINATION.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.

3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this

regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

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26. **WAIVER**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
27. **CONFLICT OF INTEREST**. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
28. **ENTIRETY OF AGREEMENT**. This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
29. **ALTERATION**. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
30. **GOVERNING LAW**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

31. **NOTIFICATION.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Executive Office
Attn: Allison Carlos
175 Fulweiler Avenue
Auburn, CA 95603

Phone: (530) 889-4030
Fax: (530) 889-4023
Email: acarlos@placer.ca.gov

CONSULTANT:

Peterson Consulting, Inc.
Attn: Paul Yoder
1415 L Street, Suite 200
Sacramento, CA 95814

Phone: (916) 441-4424
Fax: (916) 441-2279
Email: peterconsult@earthlink.net

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Name: Jim Holmes
Title: Chairman of the Board of Supervisors

Approved As to Form – County Counsel:

By: _____

CONTRACTOR - PETERSON CONSULTING, INC.

By: _____
Name: Paul Yoder
Title: President

By: _____
Name: Joshua Shaw
Title: Secretary

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

- A. Scope of Work
- B. Payment For Services Rendered

EXHIBIT A

SCOPE OF SERVICES
COUNTY OF PLACER
AND
PETERSON CONSULTING, INC.
STATE ADVOCACY PROGRAM

SECOND PARTY agrees to do the following:

Specific Projects and/or Priorities:

1. As designated by the County Executive Officer, represent the COUNTY'S interests relative to specific projects and/or priorities. These specific projects and/or priorities shall be identified by title with a brief written description of the request or action.

As directed by the County Executive Officer, or his designee, SECOND PARTY may also perform the following duties:

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1. Represent the County's position on legislation of general interest to the COUNTY.
2. Represent the COUNTY on legislation of specific interest to the COUNTY.
3. Ensure that the COUNTY is fully informed of the status of legislation through phone calls and emails as often as necessary, Fax transmissions, regular mail, monthly written or oral status reports, and meetings with the Board of Supervisors and the County Executive Office.
4. Regularly inform the COUNTY'S legislators of the COUNTY'S positions and concerns regarding legislation.
5. Attend, as necessary, meetings of legislative committees, CSAC and affiliated organizations, and other bodies at which legislation of interest to the COUNTY is discussed.
6. Assist the Board of Supervisors and the County Executive Office in drafting legislation and/or amendments to existing legislation as may be needed to fulfill the COUNTY'S interests.
7. Report to the County Executive Office on the Governor's or his administration's actions or proposed actions as to potential impacts to the COUNTY, and represent the COUNTY'S position before these bodies, as may be necessary.
8. Represent the COUNTY before regulatory agencies as may be necessary.
9. Provide specialized legislative strategic planning sessions and consultation.

20. Assist Placer County in the development of water resource strategies pertaining to the Bay Delta Plan and Water Bond
21. Identify strategic regional or policy alliances with other governing bodies and facilitate forming coalitions in support of provisions of a bond that are of particular benefit to Placer County, and coordinate with those groups advocating for provisions to appear on a final bond.
22. Advocate that any bond proposal and accompanying legislation or proposed Constitutional Amendment proposed in tandem with the water bond strenuously protects Placer County's drinking water supplies and contractual relationships.
23. Perform other duties as the Board of Supervisors or the County Executive Officer may find necessary.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED
COUNTY OF PLACER
AND
PETERSON CONSULTING, INC.
STATE ADVOCACY PROGRAM

1. AMOUNT OF PAYMENT. COUNTY shall pay SECOND PARTY not to exceed a contract total amount of FIFTY FOUR THOUSAND, FOUR HUNDRED AND NINETY FIVE DOLLARS (\$54,495.00) during the term of this agreement as payment for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses.
2. PAYMENT SCHEDULE. Monthly payments shall be made to SECOND PARTY within ten (10) days of the last day of each month for services set forth in Exhibit A. Payment shall be made in twelve equal installments, per year, as payment in full for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses. SECOND PARTY shall invoice COUNTY for services set forth in Exhibit 1 on a monthly basis, by the 15th of each month.