



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

For the meeting of: December 17, 2013

Date: November 19, 2013
To: Board of Supervisors
From: Phillip Smith-Hanes, County Administrative Officer
Subject: Legislative Agreement between the County of Humboldt and Peterson Consulting, Inc. and Shaw/Yoder/Antwih, Inc.

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve the agreement with Peterson Consulting, Inc. and Shaw/Yoder/Antwih, Inc. for state advocacy services;
2. Authorize the Chair to execute two (2) copies of the Agreement (Attachment A); and
3. Direct the Clerk of the Board to route one (1) fully executed copy of the Agreement to the County Administrative Office.

SOURCE OF FUNDING: General Fund

DISCUSSION:

Peterson Consulting, Inc. (Peterson) has been providing state legislative advocacy services for the County for a number of years. After the death of Peterson's owner, Donald F. Peterson in December 2009, the Peterson firm was acquired by Shaw/Yoder/Antwih, Inc. (S/Y/A). On October 1, 2013 your Board approved in concept the renewal of the Peterson contract. Due to the change in ownership of the advocacy

Prepared by Nicole Morrow

CAO Approval

[Handwritten signature]

REVIEW:

Auditor County Counsel WBC Human Resources Other

TYPE OF ITEM:

- X Consent
Departmental
Public Hearing
Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Seconded by Supervisor

- Ayes
Nays
Abstain
Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. H-2

Meeting of: 10/1/2013

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated:

By:

Kathy Hayes, Clerk of the Board

firm, the proposed contract is with Peterson and S/Y/A, a general partnership. These advocacy services include but are not limited to advising the County on matters concerning legislation and pending legislation and advocating on the County's behalf in Sacramento on a year around basis. The services included in the Peterson contract benefits the County by expediting communications with County staff regarding changes in priority issues and representing the interests of the County in Sacramento.

FINANCIAL IMPACT:

The proposed agreement is a renewal of an existing contract and the financial obligation of \$22,800 per year is within current budget allocations. There is no additional cost to the General Fund.

The terms of the agreement remain the same as the previous contract. The monthly payments will continue to be \$1,900 or \$22,800 per year. The agreement has a three year term with an option for renewal.

Approving the Peterson contract supports the Board's Strategic Framework, Priorities for new Initiatives by seeking to engage and influence issues of statewide concern.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could propose changes to, or not approve the attached agreement. The alternative is not recommended because the advocacy efforts of Peterson and S/Y/A help to keep the County's priorities before decision makers in Sacramento.

ATTACHMENTS:

- A. Peterson and S/Y/A Contract

Attachment A

AGREEMENT FOR
LEGISLATIVE CONSULTANT SERVICES

THIS AGREEMENT is entered into this ____day of ____, 2013, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and a California general partnership consisting of PETERSON CONSULTING, INC. ("Peterson"), a California corporation, and Shaw/Yoder/Antwih, Inc. ("S/Y/A"), a California corporation, collectively hereinafter called CONSULTANT.

WITNESSETH:

WHEREAS, COUNTY desires to obtain CONSULTANT services to provide legislative representation on behalf of the COUNTY before the State Legislature and others to assist COUNTY in achieving its legislative goals; and

WHEREAS, said CONSULTANT is well-qualified to perform said services; and

WHEREAS, the doing of such work involves the performance of professional, expert and technical services; and

WHEREAS, COUNTY has no employees available to perform such services; and

WHEREAS, the parties hereto desire to enter into a contract setting forth their entire agreement in this matter;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. CONSULTANT shall provide professional services of consultation, representation and advocacy on behalf of the COUNTY before the State Legislature, individual legislators, legislative committees, and various other organizations, and shall provide other legislative, consultation services that are necessary during the term of the agreement.

2. CONSULTANT services related to the above include, but are not limited

Attachment A

to, the following:

- A. To advocate, promote, and lobby for adoption by the California Legislature of legislation which will accomplish the annual legislative goals of the COUNTY.
- B. To provide periodic written reports detailing progress made in accomplishing the goals listed in Paragraph A above; making recommendations regarding strategies and actions to accomplish such goals; and specifying the hours spent in attempts to further each of the goals listed in Paragraph A.
- C. To advise the COUNTY on matters concerning legislation and pending legislation.
- D. To attend Board of Supervisors' meetings when appropriate.
- E. To represent COUNTY before State officials and/or coordinate meetings between COUNTY and State officials on matters of legislation or administration when deemed necessary and appropriate by the County Administrative Officer.
- F. To provide such other advocacy and consultant activities before other groups as may be required by the County Administrative Officer.
- G. To advise, by telephone and in person, on matters of legislation and regulations as may be deemed necessary.
- H. To assist the COUNTY in preparation of a formal legislative program, assisting in the development of goals and selection of appropriate strategy for carrying out the program.
- I. To prepare and provide to the COUNTY on a timely basis such disclosure documents related to legislative advocacy as may be required of the COUNTY.

Attachment A

3. COUNTY agrees to furnish such pertinent information reasonably within the COUNTY's control or accessible to the COUNTY for use in performance of CONSULTANT's services

4. The County Administrative Officer shall represent the COUNTY for the purpose of administering this agreement. CONSULTANT shall not delegate or assign its responsibilities under this agreement without obtaining the written approval of the COUNTY.

5. The timing and location of performance of consulting services shall be determined by mutual consent between the COUNTY's administering agent and the CONSULTANT.

6. In consideration of the services to be provided under this agreement, COUNTY agrees to pay CONSULTANT the sum of One Thousand Nine Hundred Dollars (\$1,900.00) per month, effective January 2014. Payment shall be made to CONSULTANT on the last working day of each calendar month for each month within the term of this agreement. The maximum annual amount of this contract is \$22,800. The maximum amount of this contract's three year term is \$68,400. CONSULTANT shall pay his own travel, lodging, and other expenses incurred in connection with carrying out his duties under this agreement, and COUNTY shall not be obligated to reimburse CONSULTANT for any such expenses.

7. The term of this contract is January 1, 2014 through December 31, 2016. This contract may be renewed for additional three terms with written agreement by the parties hereto.

8. This agreement shall constitute the entire agreement between the parties concerning these consulting services and shall supersede any previous agreements, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.

9. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

Attachment A

10. Each and every provision of law, as far as required by law to be inserted in this agreement, shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted or is not correctly stated, then, upon application of either party, the agreement shall forthwith be physically amended to make such insertion or correction.

11. COUNTY relies upon the professional ability of the CONSULTANT as a material inducement to enter into this agreement. CONSULTANT agrees to use all reasonable care and diligence to perform its services under this agreement, it being understood that the acceptance of its work by the COUNTY shall not operate as a waiver or release of CONSULTANT.

12. CONSULTANT agrees to, and shall, defend, indemnify and hold harmless the COUNTY and its officers, agents and employees from and against all loss, damage, expense (including attorney fees) or liability (other than liability for the fee provided for in this agreement) resulting from any negligent, willful or reckless act, error or omission of CONSULTANT in the performance of services under this agreement.

13. While engaged in carrying out and complying with the terms and conditions of this agreement, CONSULTANT is an independent contractor, and not an officer, employee or agent of the COUNTY.

CONSULTANT is to maintain other insurance of surety bonding that may be required by applicable local, State or Federal laws and regulations.

14. Nuclear Free Humboldt County Ordinance Compliance. CONSULTANT certifies by its signature below that CONSULTANT is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon's systems, or nuclear weapons components as defined by the Nuclear

Attachment A

Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it comes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

15. Compliance with Laws.

A. CONSULTANT agrees to comply with all local, State and Federal laws and regulations, including, but not limited to, the American with Disabilities Act. CONSULTANT further agrees to comply with any applicable local, State, or Federal licensing standards; any applicable accrediting standards; or any other applicable standards of criteria established locally, or by the State or Federal governments.

B. CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964 and no person shall, on the grounds of race, religion, or religious creed, color, age (over 40), sex (including gender identity, and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classification protected by federal, state, or local laws and ordinances be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

C. This agreement shall be governed by and construed in accordance with the laws of the State of California.

16. The terms of termination are as follows:

A. This agreement may be terminated at any time by written

Attachment A

mutual agreement of the parties.

B. This agreement may be terminated by either party upon sixty (60) days written notice to the other party.

C. COUNTY's obligation to make continuing payments under the provisions of Paragraphs 6 and 7 herein shall cease upon the effective date of such termination.

D. Written notices shall be addressed as follows:

CONSULTANT:

Peterson Consulting, Inc.
Shaw/Yoder/Antwih, Inc.
Attention: Paul Yoder
1415 L Street, Suite 200
P. O. Box 19471
Sacramento, CA 95819

COUNTY:

County Administrative Office
Humboldt County
825 5th Street, Suite 111
Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year first above written.

COUNTY OF HUMBOLDT

Chairman of the Board of Supervisors
of the County of Humboldt, State of
California

Date: _____

Attachment A
(SEAL)

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the
County of Humboldt, State of California

PETERSON CONSULTING, INC.

President

Date: _____

SHAW/YODER/ANTWIH, INC.

President

Date: _____

PETERSON CONSULTING, INC.

Officer

Date: _____

SHAW/YODER/ANTWIH, INC.

Officer

Date: _____