



MEMORANDUM
COUNTY EXECUTIVE OFFICE
ADMINISTRATION
County of Placer

TO: Honorable Board of Supervisors DATE: December 6, 2022
FROM: Jane Christenson, County Executive Officer
By: Joel Joyce, Legislative and Governmental Affairs Coordinator
SUBJECT: Placer County Legislative Advocacy Contracts

ACTION REQUESTED

1. Approve and authorize the Chair to sign a federal advocacy contract with the firm Holland & Knight, LLP for a two-year period beginning January 1, 2023 and ending December 31, 2024 in the amount of \$168,019 annually for a total contract amount of \$336,038.
2. Approve and authorize the Chair to sign a state advocacy contract with the firm Shaw Yoder Antwih Schmelzer & Lange Inc. for a two-year period beginning January 1, 2023 and ending December 31, 2024 in the amount of \$94,871 annually for a total contract amount of \$189,742.

BACKGROUND

Current agreements for advocacy services expire on December 31, 2022. The County Executive Office recommends that Holland and Knight (H & K) and Shaw Yoder Antwih Schmelzer & Lange (SYASL) contracts be renewed for federal and state advocacy, respectively. Staff proposes contracts with a two-year term beginning January 1, 2023 to support efficiency and continuity.

Federal and State lobbying support provided through H & K and SYASL will assist in developing 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 federal and 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 legislation. Staff requests approval of the attached contracts.

FISCAL IMPACT

The total cost for the advocacy contracts is \$525,780 (\$262,890 annually. Funding for the first year of the agreements has been included in the FY 2022-23 budget for CC10018 – Community and Agency Support and will be requested in FY 2023-2024 budget. To the extent revenues are realized by the County through advocacy efforts, net county cost could be reduced.

ATTACHMENTS

- Attachment A - Holland and Knight Contract
- Attachment B - Shaw Yoder Antwih Schmelzer & Lange Contract

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, 2023, 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, 2023 and ending on December 31, 2024.
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.

- 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: Joel Joyce
175 Fulweiler Avenue
Auburn, CA 95603

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

CONTRACTOR:

Holland & Knight LLP
Attn: Richard Gold
800 17th Street N.W., Suite 1100
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: Cindy Gustafson
Title: Chair 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
HOLLAND & KNIGHT, LLP
FEDERAL 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 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 Congressional delegation of the COUNTY'S positions and concerns regarding legislation.
5. Attend, as necessary, meetings of legislative committees, NACO 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 President'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. 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 **an annual contract amount** not to exceed ONE HUNDRED SIXTY-EIGHT THOUSAND NINETEEN DOLLARS (\$168,019) **for a total contract amount of \$336,038** during the **two year** 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 SHAW YODER ANTWIH SCHMELZER & LANGE AS STATE LOBBYIST

CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 1, 2023, by and between the County of Placer, ("County"), and Shaw Yoder Antwih Schmelzer & Lange ("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, 2023 and ending on December 31, 2024.
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)
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 - 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.

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- 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.

- 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: Joel Joyce
175 Fulweiler Avenue
Auburn, CA 95603

Phone: (530) 889-4026
Fax: (530) 889-4023
Email: jjoyce@placer.ca.gov

CONSULTANT:

Shaw Yoder Antwih Schmelzer & Lange
Attn: Paul Yoder
1415 L Street, Suite 1000
Sacramento, CA 95814

Phone: (916) 441-4424
Fax: (916) 441-2279
Email: paul@syaslpartners.com

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: Cindy Gustafson
Title: Chair of the Board of Supervisors

Approved As to Form – County Counsel:

By: _____

CONTRACTOR - SHAW / YODER / ANTWIH / SCHMELZER & LANGE , INC.

By: _____
Name: Joshua W. Shaw
Title: President

By: _____
Name: Paul Yoder
Title: Treasurer / 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
SHAW YODER ANTWHI SCHMELZER & LANGE
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.
2. File and submit lobbying reports to the Secretary of State as required by law.

As directed by the County Executive Officer, or 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, internal COUNTY meetings, 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 legislative policy strategies
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 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.
14. Monitor and report all opportunities for the county to engage in the development of state and/or federal natural resources grant programs.
15. Proactively engage executives and key staff at Wildlife Conservation Board, Sierra Nevada Conservancy, Department of Fish and Wildlife, CALFIRE and other state agencies that will administer programs that could fund PCCP, Placer Legacy, and other natural resources projects in the county. (Organize and attend meetings, tours, etc.)
16. Advise the county on funding strategies for priority projects.
17. Work on Cap & Trade Auction Revenue funding opportunities including State Budget actions.
18. Engage in the development and passage of legislation or budget actions related to Cap & Trade Auction Revenue to ensure funding is available for natural resources in the long-term.
19. Outreach to legislators and other key decision makers and stakeholders in support for on-going funding for NCCPs.
20. Provide Support to the HCP/NCCP Coalition on a case by case basis.
21. Monitor and advise the County of the status of the legislative efforts regarding natural resources protection, including NCCPs.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED
COUNTY OF PLACER
AND
SHAW YODER ANTWHI SCHMELZER & LANGE
STATE ADVOCACY PROGRAM

1. AMOUNT OF PAYMENT. COUNTY shall pay SECOND PARTY **an annual contract amount** not to exceed NINETY-FOUR THOUSAND, EIGHT HUNDRED and SEVENTY-ONE dollars (\$94,871.00) **for a total contract amount of \$189,742** during the two-year 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.