

**MEMORANDUM**  
**Office of the**  
**COUNTY EXECUTIVE**  
**County of Placer**

**TO:** The Honorable Board of Supervisors  
**FROM:** Thomas M. Miller, County Executive Officer  
By Mary Herdegen, Senior Management Analyst  
**DATE:** December 5, 2006  
**SUBJECT:** Recommendation to Approve CY 2007 Agreements with Holland & Knight, LLP for Federal Advocacy Services and Peterson Consulting, Inc. for State Advocacy Services

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**RECOMMENDED ACTION:**

Approve a contract for federal advocacy services with the firm of Holland & Knight, LLP in an amount not to exceed \$144,000 for a 12-month period beginning January 1, 2007. And, authorize the County Executive Officer to approve a contract for state advocacy services with Peterson Consulting, Inc., for the same time period, in an amount not to exceed \$46,411.

**BACKGROUND:**

The current agreements for advocacy services with Holland & Knight, LLP and Peterson Consulting, Inc. will expire on December 31, 2006. New agreements are being submitted for your Board's consideration. The proposed agreements are for a one-year term beginning January 1, 2007 at a cost not to exceed \$144,000 for federal advocacy services and a cost not to exceed \$46,411 for state advocacy. There is no recommended increase in the agreements from 2006 contract amounts.

The CEO recommends that the services of Holland & Knight be continued. In addition to providing the County with timely advice and counsel on a wide-range of federal issues and legislation, this year the firm was successful in assisting the County to secure House appropriations (pending) of \$2 million for the Sub Regional Wastewater Facility, \$800,000 for the Children's Health Center/Emergency Shelter, \$500,000 for the Walerga Road Bridge Replacement Project, and an unspecified (TBD) appropriation for the Sheriff's Department's law enforcement communications upgrades.

During the next year (FFY08), Holland & Knight will continue to assist your Board in advocating an ambitious federal platform, including continued funding for the above projects, as well as seeking federal funding and assistance for your other approved federal priorities including the Kings Beach Commercial Core Improvement Project, Placer Legacy, and Wildfire Reduction and Biomass Utilization efforts.

The CEO also recommends that the state advocacy services of Peterson Consulting, Inc. be continued. During the past year, the firm represented the County's interests on a variety of budgetary and legislative matters and was instrumental in the passage of several bills of importance to the County, including: AB 1859 (Leslie)- sponsored by Placer County - that allows the county to continue its successful HHS integrated services pilot program. This item was a priority identified in the County's 2006 BOS approved Legislative Platform. Peterson Consulting, Inc. was also successful in ensuring the passage of AB 1634 that provided for the reimbursement of the November 2004 statewide special elections costs to counties, a reimbursement of \$390,000 to Placer County and another priority identified in the 2006 platform.

In 2007, Peterson Consulting, Inc. will continue to advocate on the County's behalf on a myriad of issues that includes supporting legislation and other efforts to continue to reform Workers' Compensation, restores funding for the Property Tax Administration Program, provides adequate funding to counties for state-mandated programs, and protects funding for law enforcement and juvenile justice programs.

**FISCAL IMPACT:**

Funding for the proposed agreements is included in the FY 2006-07 Final Budget and will be included in the FY 2007-08 Final Budget.

TMM/MH

Attachment 1: Holland & Knight, LLP 2007 Federal Advocacy Contract  
Attachment 2: Peterson Consulting, Inc. 2007 State Advocacy Contract

Cc: Richard Gold, Holland & Knight, LLP  
Donald Peterson, Peterson Consulting, Inc.

Administering Agency: Placer County Executive Office

Contract No. \_\_\_\_\_

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

### **CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Auburn, California, as of January 1, 2007, 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. **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.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **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.
6. **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.
7. **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.
8. **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.

9. **Insurance.** Contractor shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:

A. **Workers' Compensation and Employers' Liability Insurance**

- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' 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.
- 2) If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
- 4) Contractor shall require all sub-Contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. **General Liability Insurance**

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.
- 2) One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
- 3) 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:
  - a) One million dollars (\$1,000,000) each occurrence;
  - b) One million dollars (\$1,000,000) aggregate.
- 4) If Contractor carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.

b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5) **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:

- a) The limits of liability shall not be less than:
  - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
  - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
  - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months 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.

C. **Endorsements:**

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

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

D. **Automobile Liability Insurance**

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. **Professional Liability Insurance (Errors and Omissions)**

- 1) Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than One Million dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) in aggregate coverage.
- 2) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months 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.

10. **Indemnity.** Contractor hereby agrees to protect, defend, indemnify, and hold the 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 the 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 this 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's liability but is intended solely to provide for indemnification of the 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 "County" means Placer County or its officers, agents, employees and volunteers.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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: Mary Herdegen  
 175 Fulweiler Avenue  
 Auburn, CA 95603

Phone: (530) 889-4093  
 Fax: (530) 889-4023

**CONSULTANT:**

Holland & Knight LLP  
 Attn: Rich 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: Bill Santucci  
Title: Chairman of the Board of Supervisors

Approved As to Form - County Counsel:

By: 

**CONTRACTOR - HOLLAND & KNIGHT, LLP**

By:   
Name: Rich 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 not to exceed a contract total amount of ONE HUNDRED FORTY FOUR THOUSAND DOLLARS (\$144,000.00) 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 15<sup>th</sup> of each month.

Administering Agency: Placer County Executive Office

Contract No. \_\_\_\_\_

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

### CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of January 1, 2007, 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. **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.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **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.
6. **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.
7. **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.
8. **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.

9. **Insurance.** Contractor shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:

A. **Workers' Compensation and Employers' Liability Insurance**

- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' 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.
- 2) If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
- 4) Contractor shall require all sub-Contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. **General Liability Insurance**

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.
- 2) One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
- 3) 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:
  - a) One million dollars (\$1,000,000) each occurrence;
  - b) One million dollars (\$1,000,000) aggregate.
- 4) If Contractor carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.

- b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) **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:
- a) The limits of liability shall not be less than:
    - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
    - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
    - iii) One million dollars (\$1,000,000) General Aggregate.
  - b) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months 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.

C. Endorsements:

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

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

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors and Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage shall be provided in the amount of not less than One Million dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) in aggregate coverage.
- 2) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months 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.

10. **Indemnity.** Contractor hereby agrees to protect, defend, indemnify, and hold the 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 the 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 this 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's liability but is intended solely to provide for indemnification of the 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 "County" means Placer County or its officers, agents, employees and volunteers.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.*

17. **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.

18. **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.

19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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: Mary Herdegen  
 175 Fulweiler Avenue  
 Auburn, CA 95603

Phone: (530) 889-4093  
 Fax: (530) 889-4023

**CONSULTANT:**

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

Phone: (916) 441-4424  
 Fax: (916) 441-2279

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**

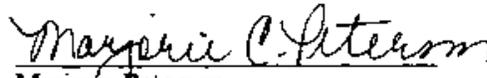
By: \_\_\_\_\_  
Name: Thomas M. Miller  
Title: County Executive Officer

Approved As to Form -- County Counsel:

By: 

**CONTRACTOR- PETERSON CONSULTING, INC.**

By:   
Name: Donald Peterson  
Title: President

By:   
Name: Marjorie Peterson  
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:

**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. 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 FORTY-SIX THOUSAND FOUR HUNDRED AND ELEVEN DOLLARS (\$46,411.00) 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 15<sup>th</sup> of each month.