



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

For the meeting of: September 20, 2016

Date: August 24, 2016

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *AN*

Subject: Legislative Agreement between the County of Humboldt and Shaw/Yoder/Antwih, Inc.

RECOMMENDATION(S):

That the Board of Supervisors:

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

SOURCE OF FUNDING: General Fund

DISCUSSION:

Shaw/Yoder/Antwih, Inc. (SYA), formerly Peterson Consulting, Inc., has been providing state legislative advocacy services for the county for a number of years. These advocacy services include but are not limited to advising the county on matters concerning legislation and pending legislation and advocating on the county's behalf in Sacramento on a year-around basis. The services included in the SYA contract benefits the county by expediting communications with county staff regarding changes in priority issues and representing the interests of the county in Sacramento. On December 17, 2013 your Board authorized the

Prepared by Sean Quincey

CAO Approval *[Signature]*

REVIEW:

Auditor *[Signature]* County Counsel *[Signature]*

Human Resources _____ Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

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

- Ayes
- Nays
- Abstain
- Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. C-7

Meeting of: 12/17/2013

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

Dated: _____

By: _____

Kathy Hayes, Clerk of the Board

Chair to execute a three-year contract with SYA with an option for renewal. The amount charged in the 2013 contract was \$1,900 per month or \$22,800 per year. The agreement with SYA has remained at the same rate since 2006. To remain competitive within the marketplace, staff is recommending a new contract that increases annually by 2 percent for three years until December 2019.

FINANCIAL IMPACT:

The proposed agreement contains a total financial obligation of \$71,184 over three years and is within current budget allocations. This is an increase of \$2,784 over the term of the contract. These funds have already been accounted for in the County Administrative Office's 2016-17 budget.

The agreement has a three-year term with an option for renewal. The terms of the agreement contain annual 2 percent increases over the previous contract. The monthly payments will to be as follows:

2017: \$1,938 per month or \$23,256 per year

2018: \$1,977 per month or \$23,724 per year

2019: \$2,017 per month or \$24,204 per year

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

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could propose changes to, or not approve the attached agreement. The alternative is not recommended because the advocacy efforts of SYA help to keep the county's priorities before decision makers in Sacramento.

ATTACHMENTS:

1. SYA Contract

AGREEMENT FOR
LEGISLATIVE CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SHAW/YODER/ANTWIH, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2019-2020

THIS AGREEMENT is entered into this ____day of ____, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Shaw/Yoder/Antwih, Inc., a California corporation, hereinafter referred to as CONSULTANT.

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

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

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

A. To advocate, promote, and lobby for adoption by the California Legislature of legislation which will accomplish the annual legislative goals of the COUNTY.

B. To provide periodic written reports detailing progress made in accomplishing the goals listed in Paragraph A above; making recommendations regarding strategies and actions to accomplish such goals; and specifying the hours spent in attempts to further each of the goals listed in Paragraph A.

C. To advise the COUNTY on matters concerning legislation and pending legislation.

D. To attend Board of Supervisors' meetings when appropriate.

E. To represent COUNTY before State officials and/or coordinate meetings between COUNTY and State officials on matters of legislation or administration when deemed necessary and appropriate by the County Administrative Officer.

F. To provide such other advocacy and consultant activities before other groups as may be required by the County Administrative Officer.

G. To advise, by telephone and in person, on matters of legislation and regulations as may be deemed necessary.

H. To assist the COUNTY in preparation of a formal legislative program, assisting in the development of goals and selection of appropriate strategy for carrying out the program.

I. To prepare and provide to the COUNTY on a timely basis such

disclosure documents related to legislative advocacy as may be required of the COUNTY.

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

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

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

6. In consideration of the services to be provided under this agreement, COUNTY agrees to pay CONSULTANT the sum of One Thousand Nine Hundred Thirty-Eight Dollars (\$1,938.00) per month, from January 2017 to December 2017. From January 2018 to December 2018 COUNTY agrees to pay CONSULTANT the sum of One Thousand Nine Hundred Seventy-Seven Dollars (\$1,977.00). From January 2019 to December 2019 COUNTY agrees to pay CONSULTANT the sum of Two Thousand Seventeen Dollars (\$2,017.00). Payment shall be made to CONSULTANT on the last working day of each calendar month for each month within the term of this agreement. The maximum amount of this contract's three-year term is Seventy-One Thousand One Hundred Eighty-Four Dollars (\$71,184). CONSULTANT shall pay its own travel, lodging, and other expenses incurred in connection with carrying out his duties under this agreement, and COUNTY shall not be obligated to reimburse CONSULTANT for any such expenses.

7. The term of this agreement shall begin on January 1, 2017 and shall remain in full force and effect until December 31, 2019, unless sooner terminated as provided herein.

8. This agreement shall constitute the entire agreement between the parties concerning these consulting services and shall supersede any previous

agreements, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.

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

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

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

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

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

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

14. Nuclear Free Humboldt County Ordinance Compliance. CONSULTANT certifies by its signature below that CONSULTANT is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon's systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it comes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

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

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

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

18. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this agreement.

19. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this agreement. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this agreement, including, but not limited to, the costs of administering this agreement.

20. Either party may terminate this agreement without cause upon sixty (60) days advance written notice to the other party. COUNTY's obligation to make continuing payments under the provisions of Paragraph 6 herein shall cease upon the effective date of such termination.

21. Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

CONSULTANT: Shaw/Yoder/Antwih, Inc.
Attention: Paul Yoder
1415 L Street, Suite 1000
P. O. Box 19471
Sacramento, CA 95819

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

[Signatures on Following Page]

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

SHAW/YODER/ANTWIH, INC.:

By: 

Date: 8-25-16

Name: PAUL J. YODER

Title: MANAGING PARTNER

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Mark Lovelace
Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____