



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**D-13**

For the meeting of: September 20, 2016

Date: September 12, 2016  
To: Board of Supervisors  
From: Amy S. Nilsen, County Administrative Officer *AN*  
Subject: Legislative Agreement between the County of Humboldt and Waterman & Associates-Government Relations, Inc.

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve the agreement with Waterman & Associates-Government Relations, Inc. (W&A) for federal advocacy services;
- 2. Authorize the Chair to execute two (2) copies of the Agreement (Attachment A); and
- 3. Direct the Clerk of the Board to route one (1) fully executed copy of the Agreement to the County Administrative Office.

SOURCE OF FUNDING: General Fund

DISCUSSION:

Waterman & Associates (Waterman) has been providing federal legislative advocacy services for the county since 2011. These services include legislative representation and participation in coalitions and working groups on the county's behalf. These advocacy services also include but are not limited to advising the county on matters concerning legislation and pending legislation and advocating on the

Prepared by Sean Quincey  
CAO Approval *[Signature]*  
REVIEW: Auditor \_\_\_\_\_ County Counsel *Sm* Human Resources *[Signature]* Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*  
Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. C-6

Meeting of: 12/17/2013

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

Dated: Sept. 20, 2016  
By: *[Signature]*  
Kathy Hayes, Clerk of the Board

county's behalf in Washington D.C. on a year around basis. The Waterman contract provides the county several benefits including expediting communications with county staff regarding changes in priority issues and representing the interests of the county in Washington D.C.

The existing contract your Board has with Waterman was for three years beginning in January 2014 with an annual value of \$60,000. The proposed contract (Attachment 1) is for another three-year term and includes a 3 percent annual increase.

FINANCIAL IMPACT:

The proposed agreement is a renewal of an existing contract with an amended financial obligation of \$61,800 for 2017; \$63,600 for 2018; and \$65,520 for 2019. In previous years, the appropriation for this contract was \$60,000. Your Board approved additional appropriations to cover these increases during the 2016-17 budget adoption. The agreement is for three years, and expires on December 30, 2019.

Approving the W&A contract supports the Board's Strategic Framework, Priorities for new Initiatives by creating public/private partnerships to solve problems.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could propose changes to, or not approve the attached agreement.

ATTACHMENTS:

1. Waterman & Associates- Government Relations, Inc.

**HUMBOLDT COUNTY, CALIFORNIA**

**January 1, 2017 – December 31, 2019**

**AGREEMENT FOR SERVICES**

**Between Humboldt County and Waterman & Associates - Government Relations, Inc.**

This Agreement is made and entered into by and between County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "Humboldt County" or "the County" and Waterman & Associates – Government Relations, Inc., hereinafter referred to as "W&A" or "consultant." The provisions of the Agreement shall be binding upon the parties and their assigns and successors in interest, and shall inure to the benefit of such assigns or successors in interest.

WHEREAS, Humboldt County desires to obtain consultant services to provide legislative representation on behalf of the County before Congress and federal administrative departments and agencies 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 the entire Agreement in this matter;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

**I. NATURE OF AGREEMENT**

The purpose of the Contract is retention of professional federal advocacy and related services on behalf of Humboldt County. The services involve the representation of the County's interests before the Congress of the United States, agencies of the federal government, and such other federal entities as directed by Humboldt County.

In consideration of mutual promises herein contained, Humboldt County engages W&A to perform the following specific services:

- A. Work with Humboldt County to develop and implement a legislative and/or regulatory strategy for advocacy on issues that are designated by the Board of Supervisors to be of principal interest to the County. These issues are to be identified and prioritized by the County in consultation with W&A prior to or at the outset of each contract year. Included in the provision of services is regular monitoring and reporting on the County's priority issues, as well as advocacy on any emerging issues subsequently identified as priorities by the Board.

- B. The County may identify an unlimited number of issues during the consultation at the outset of each contract year.
- C. Cultivate ongoing relationships with appropriate members and staff of the California congressional delegation, as well as establish a presence with other relevant congressional committee staff.
- D. Actively participate in appropriate coalitions and working groups in Washington, D.C. on behalf of Humboldt County.
- E. Prepare quarterly activity reports, as well as periodic summaries and status reports on the County's federal legislative priorities.
- F. Participate in meetings on Capitol Hill with members of the Humboldt County Board of Supervisors and other representatives of the County.
- G. Provide appropriate administrative support to representatives of Humboldt County for business conducted in Washington, D.C. (i.e., schedule appointments; develop background material on the designated issues, assist in preparing briefing materials for meetings, etc.)

## II. DURATION OF THE AGREEMENT

This Agreement shall commence on January 1, 2017 and continue through December 31, 2019. Either party may terminate this Agreement upon thirty days written notice to the other. County's obligation to make continuing payments under Section III of this Agreement shall cease upon the effective date of such termination.

## III. CONSIDERATION

As consideration for the services to be provided by W&A, Humboldt County shall pay W&A a monthly fee as follows:

- A. \$5,150 per month for the term beginning January 1, 2017 and ending December 31, 2017 with a maximum annual value of \$61,800; \$5,300 per month for the term beginning January 1, 2018 and ending December 31, 2018 with a maximum annual value of \$63,600; and, \$5,460 per month for the term beginning January 2019 and ending December 31, 2019 with a maximum annual value of \$65,520.
- B. Direct expenses incurred by W&A on behalf of Humboldt County will be reimbursed, including travel approved by the County, as well as other incidental travel-related costs.
- C. W&A will invoice the County monthly via email to [cao@co.humboldt.ca.us](mailto:cao@co.humboldt.ca.us).

## IV. RECORD RETENTION AND INSPECTION

- A. W&A 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.

- B. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of W&A, 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. W&A 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. W&A 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.

**V. GENERAL PROVISIONS**

- A. The President will serve as the primary contact and Humboldt County advocate for W&A, with other professionals in the firm assisting the County under the direction of the President.
- B. It is agreed that W&A shall be an independent contractor and shall ensure that all taxes, worker's compensation premiums and insurance and other employment-related reports and payments are paid and/or submitted in accordance with the applicable federal, state or local laws of jurisdiction for W&A. As an independent contractor, W&A shall not be considered an agent or employee of Humboldt County for any purposes.
- C. Neither party shall assign, delegate, nor transfer its obligation under this Agreement without the written consent of the other.
- D. In the event that any of the services requested by Humboldt County are identified by the Contractor as a potential conflict of interest, the Contractor shall inform the County of the potential conflict. If a potential conflict is identified by the County, the County Administrative Officer shall inform the Contractor of the potential conflict. In case of a disagreement, Humboldt County shall review any materials that W&A provides on the subject, and be the final judge of the existence of a conflict for the purposes of this Agreement. In the event that a conflict is identified, the County and W&A shall negotiate a resolution to the conflict. The third party with whom the conflict exists may be a party to the negotiation for the resolution of the conflict.
- E. The parties agree that this service package and the fees set forth are designed for and limited to Humboldt County. This service package and the fees set forth do not include services rendered on behalf of any entity or affiliate group other than the County.
- F. W&A certifies by its signature below that W&A is not a Nuclear Weapons Contractor, in that W&A 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. W&A agrees to notify County

immediately if it becomes a Nuclear Weapons Contractor, as defined above. County may immediately terminate this Agreement if it determines that the forgoing certification is false or if W&A becomes a Nuclear Weapons Contractor.

- G. Each party agrees to comply with all applicable state and federal laws and requirements applicable to the services covered by this Agreement. Each party agrees to indemnify and hold harmless the other party and its authorized officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of that party, its officers, employees, agents and volunteers in connection with performance under this Agreement.
- H. Each party 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, homosexuality 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.
- I. Any notice required or permitted to be given under this Agreement or pursuant to law shall be considered given when personally delivered or sent, provided such notice is sent by United States mail, postage prepaid, addressed to the parties as designated below or as otherwise noticed by the parties:  

<u>W&amp;A:</u> President Waterman & Associates 900 2 <sup>nd</sup> Street, N.E., Suite 109 Washington, D.C. 20002	<u>Humboldt County:</u> County Administrative Officer Humboldt County, California 825 Fifth Street, Room 112 Eureka, CA 95501
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- J. This Agreement contains the entire agreement and understanding between the parties with reference to federal advocacy for Humboldt County and supersedes any prior or contemporaneous written or oral agreements between them respecting federal advocacy.
- K. This Agreement may be amended only by a writing duly signed by the Chair of the Board of Supervisors of Humboldt County and the President of W&A.

The parties agree that the Contract shall be construed according to the laws of the State of California. Any legal action to enforce this Agreement shall be brought in Humboldt County, California.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the dates indicated below.



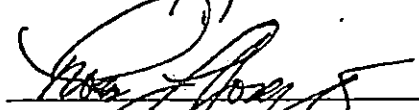
Mark Lovelace, Chair  
Board of Supervisors  
Humboldt County, California

Date: 9.20.16



Joe Krahn  
President  
Waterman & Associates – Government Relations, Inc.

Date: 9/6/16



Tom Joseph  
Vice President  
Waterman & Associates – Government Relations, Inc.

Date: 9/6/2016