

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A"
Agreement No. _____

Agreement between the County of San Mateo and Michael Y. Corbett and Associates

I. Description of Services to be Performed by the Contractor

In consultation with the Deputy County Manager for Intergovernmental and Public Affairs and the Board of Supervisors Legislative Committee and in coordination with Bill Duplissea of Cline & Duplissea, the Contractor's duties shall include, but not be limited to, the following:

1. As the County's primary state legislative advocate, coordinate on all matters with Bill Duplissea.
2. Work with the County staff and the Legislative Committee to develop a system of "key contacts" in agencies throughout the County, including training programs on the legislative process;
3. Work with County staff and the Legislative Committee to develop the County's proactive Legislative Program, which will include legislative and regulatory proposals the County would sponsor, key priorities and general policies. In developing the Legislative Program, Contractor duties should include a preliminary assessment of the likelihood of success of the proposed proposals, priorities and policies as well as recommendations for issues not identified by staff;
4. For County-sponsored issues, work with County staff to draft legislation, to develop and implement strategies for passage through the Legislature and for signature by the Governor, and to secure the introduction (including finding needed authors) and passage of such legislative proposals;
5. Continuously monitor, identify, analyze and track state legislation, budget issues, funding opportunities and administrative/regulatory changes to determine the impacts on the County;
6. Attend and monitor all relevant legislative committee hearings and budget negotiations on behalf of the County to determine the impacts on the County and advance the County's interests;
7. Alert the County and its delegation to the relevant state legislation, budget issues, funding opportunities and administrative/regulatory changes, the anticipated impacts of those issues on the County and other appropriate information;
8. In a timely manner, provide leadership, advice and legislative assistance in the development, evolution and implementation of County positions regarding State legislative and administrative issues;
9. Provide regular and timely recommendations on County positions and actions related to state and administrative issues;
10. Advance the County's interests and positions on legislative and administrative issues through direct contact with:
 - State Legislators and staff,
 - The Governor and staff,
 - State agencies, and
 - Associations, including the California State Association of Counties, the Urban Counties Caucus, and others to develop the legislative support needed to advance the County's interests;
11. Making direct contact with the Legislature, Administration and others shall include, but not limited to:
 - Writing letters, talking points and legislative analyses. For example, writing letters on all positions taken for every committee hearing, floor hearings and, if relevant, to the Administration;
 - Testifying at legislative, regulatory and budget hearings on issues that are of interest to the County;
 - Meeting and making personal contacts with relevant persons and organizations;
12. Based on the position of the County, negotiate with others for amendments sought by the County; actively work against advancement of issues opposed by the County; and aid advancement of those issues supported by the County;
13. In order to identify issues of concern to the County and to advance the County's interests, maintain strong working relationships with relevant associations and caucuses such as the California State Association of Counties and the Urban Counties Caucus through regular participation in those associations and caucuses.
14. Maintain strong working relationships with members and staff of San Mateo County's state legislative delegation as well as other Legislators throughout California and the Governor and other administrative staff in connection with advancing the County's legislative and administrative interests;
15. Guide and assist the County in participating directly in the legislative and administrative process including organizing trips to Sacramento by County staff and the Legislative Committee including scheduling meetings, setting meeting agendas, and drafting meeting materials.
16. In coordination with Bill Duplissea, ensure that appropriate lines of communication are maintained with the Legislative Committee, the Department of Intergovernmental and Public Affairs and appropriate County staff. This shall include regular reports to County staff and the Legislative Committee on issues affecting the County through:
 - Monthly written memoranda detailing state legislation, budget issues and administrative/regulatory changes of concern to the County, recommended strategy to advance the County's interests, the Contractor's actions taken such as contacts with member offices, expected future action, recommended assignments and timeline for such action and other relevant information;

Attachment V
Legislative Committee Meeting (2008-02-14)

- An annual end of session report, summarizing the Contractor's on behalf of the County and significant actions by the legislature and the administration including a) budget actions of importance to the County, b) major legislative activity of consequence to County, and c) results of County legislative requests;
 - Regular conference calls with County staff;
 - Unless otherwise requested by the Legislative Committee, monthly participation in the County's Legislative Committee meetings (typically through conference calls) during which the Contractor's participation will include a report on information contained in the monthly written memoranda as well as other issues that may be of interest to the Legislative Committee;
 - Emails, as needed, and
 - Meetings in the County when appropriate, but no less than two;
17. Meet all reporting and filing requirements of the Secretary of State regarding lobbying activities.
18. Provide an initial list of current clients and notify the County of any changes to the list of clients.

II. Amount and Method of Payment

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

In no event shall total payment to the Contractor for services under this Agreement exceed the maximum contract obligation of ninety-three thousand dollars, \$93,000, for the term of the Agreement.

The Contractor will be paid \$7,750 per month for services described in Section I of Exhibit A upon receipt and approval of invoices and monthly written memoranda detailed in subsection 12 of Section I of Exhibit A. Invoices may not be submitted prior to the last day of the relevant month.

<hr/> Contractor's Signature	<hr/> Date	<u>Michael Y. Corbett, Principal</u> Contractor's Name	<hr/> Date
 <hr/> Department or Division Head	 <hr/> Date	 <u>John L. Maltbie, County Manager</u> Department or Division Head Name	 <hr/> Date
 <hr/> Purchasing Agent, County of San Mateo	 <hr/> Date		 <hr/> Budget Unit