

**COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR**

Agreement No. _____

Contractor Name and Address:

Stacy I. Dwelley _____

Political Solutions Inc.
www.politicalsolutions.us _____

1415 "E." Street, Suite 720 _____

Sacramento, California 95814 _____

(916) 492-2766
stacy@politicalsolutions.us _____

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: County Manager's Office _____

Attention: Mary McMillan, Deputy County Manager _____

Address: 400 County Center _____

Redwood City, California 94063 _____

It is agreed between the County of San Mateo, California, and Contractor as follows:

1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO County Manager's Office, Intergovernmental and Public Affairs.
2. **Contract Term** The term of this Agreement shall be from May 1, 2009 to December 31, 2009 unless terminated earlier by the County.
3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed eighty thousand dollars, \$80,000. Payments made in an amount not to exceed \$10,000 per month within 30-days from receipt of invoice.
4. **Relationship of the Parties** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.
5. **Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by Risk Management.
7. **Hold Harmless** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.
8. **Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

Section 504 applies only to contractors who are providing services to member of the public. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

13. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
15. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** Contractor shall perform all services in accordance with HIPAA, and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment F.
16. **Compliance with State, Federal, and Local Laws, regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract, and shall execute all necessary certifications of compliance therewith. Contractor certifies that the Contractor and all of its subcontractors will adhere to and certify compliance with all applicable provisions of San Mateo County Ordinance Code, including without limitation, Chapter 4.106 which regulates the use of disposable food service ware, and Chapter 2.84, which addresses equal benefits.
17. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement

shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

18. **Governing Law** This Agreement, including any exhibits shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Contractor's Signature

Date

Stacy I. Dwelley
Political Solutions, Inc.

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

Purchasing Agent, County of San Mateo

Date

Department or Division Head Approval

Date

Mary McMillan, Deputy County Manager
Intergovernmental and Public Affairs Department

Budget Unit

Distribution - 1 copy to each: Purchasing Agent, County Manager's Office, Controller, Contractor and Department
Short Form Agreement Business Associate

v 8/19/08

**COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR**

Exhibit "A"
Agreement No. _____

Agreement between the County of San Mateo and Political Solutions Inc.,
Stacy I. Dwelley
1415 "L" Street, Suite 720
Sacramento, CA 95814
(916) 492-2766
stacy@politicalsolutions.us

I. Description of Services to be Performed by the Contractor

State government liaison (advocacy) services

II. Amount and Method of Payment

The contractor will be paid an amount of \$10,000 per month for a period of eight months beginning on May 1, 2009 through December 31, 2009. The total amount of the contract shall not exceed \$80,000. Contractor will submit a monthly invoice.

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

_____ Contractor's Signature	_____ Date	_____ Stacy I. Dwelley Political Solutions, Inc.	_____ Date
_____ Department or Division Head	_____ Date	_____ Mary McMillan, Deputy County Manager Intergovernmental and Public Affairs	_____ Date
_____ Purchasing Agent, County of San Mateo	_____ Date		_____ Budget Unit

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A"
Agreement No. _____

Agreement between the County of San Mateo and Political Solutions, Inc

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 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 the County Manager's Office
2. Work with the County staff and the Board's Legislative Committee to develop a system of "key contacts" in agencies throughout the County, including periodic 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, County Lobbyist 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 the County Manager's Office ensure that appropriate lines of communication are maintained with the Legislative Committee, the Department of Intergovernmental and Public Affairs and all 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,
 - 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 immediately 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 eighty thousand dollars, \$80,000, for the term of the Agreement.

The Contractor will be paid \$10,00 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.

Contractor's Signature	Date	<u>Stacy I. Dwelley</u> Contractor's Name	Date
Department or Division Head	Date	<u>Mary McMillan, Deputy County Manager</u> Intergovernmental and Public Affairs	Date
Purchasing Agent, County of San Mateo	Date		Budget Unit