

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

863



FROM: Executive Office

SUBMITTAL DATE:
January 30, 2012

SUBJECT: State Legislative Advocacy Services

RECOMMENDED MOTION: That the Board of Supervisors ratify, and authorize the Chairman to sign the two year agreements with Michael Y. Corbett, Nielsen, Merksamer, Parrinello, Gross and Leoni, LLP, and Cline-Duplissea for state legislative advocacy services.

BACKGROUND: The County has utilized a variety of lobbyists in order to provide a bipartisan state lobbying team, with Michael Corbett serving as the Sacramento based legislative coordinator. The team, working with Board members and staff continue to promote the County's positions and has established productive relationships with legislators and administrative officials. The annual cost of the Cline-Duplissea agreement has been reduced by ten percent (10%) on non-fixed portions of their agreement. The other two agreements were reduced by 10 percent two years ago and will remain at the reduced level.

Alex Gann

Alex Gann, Principal Management Analyst

FORM APPROVED COUNTY COUNSEL
BY: *Marshall Victor*
DATE: 2/16/12
MARSHAL VICTOR

Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$197,763	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 197,763	Budget Adjustment:	No
	Annual Net County Cost:	\$395,526	For Fiscal Year:	2011/12

SOURCE OF FUNDS: General Fund – Litigation and Administrative	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jay E Orr*
Jay E Orr

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the current contract is extended for 6 months with direction to staff to begin the bid process.

Ayes: Buster, Tavaglione, Stone and Benoit
 Nays: None
 Absent: Ashley
 Date: February 28, 2012
 xc: EO, State Rep's.

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

3.65

Prev. Agn. Ref.: 3.8 2/24/09, 3.64 12/14/10 | **District:** all | **Agenda Number:**

Dept's Recomm.:
Per Exec. Ofc.:

Background continued

The new agreements have no provisions for annual increases. If budget issues continue to plague the county, year two of the agreements can be reduced another 10 percent based on economic indicators and performance measures of each lobbyist.

The County has utilized this team of lobbyists since 2003 and has been well served by each member of the team. This past year was a crucial legislative year for the county as there were a number of legislative efforts that significantly changed the state-county relationship and delivery of services. This process will continue to evolve and the county will need to remain engaged in order to have a voice within the process.

Lobbyist Agreements

FY 2009/10

FY 2010/11

**New Agreement
FY 2011/12 & 12/13**

Michael Corbett	122,400	122,400	122,400
Nielsen-Merksamer	115,830	115,830	115,830
Cline-Duplissea	147,000	147,000	157,296
Lease payment	18,384	18,384	0
California Strategies	180,000	162,000	0
Total	583,614	565,614	395,526

Cline Duplissea agreement has taken over the lease space for Presley/Quimby

3.65

Alex Gunn 2/28/2012

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____ by and between Michael Y. Corbett herein referred to as "CONSULTANT" and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY".

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business; and,

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto by this reference and incorporated herein.
 - 1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
2. **PERIOD OF PERFORMANCE:** The services under this Agreement shall be performed from January 1, 2012 through December 31, 2013, unless terminated as specified in Paragraph 6. The Board of Supervisors at its sole discretion may extend this contract for two additional one year periods. The COUNTY shall notify CONSULTANT of the decision to renew prior to termination of the Agreement. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Twenty-two Thousand Four Hundred dollars (\$122,400) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

- 3.1 Said compensation shall be paid on the first of each month pursuant to an invoice submitted by CONSULTANT.
 - 3.2 There shall be no additional compensation paid by the COUNTY for any costs incurred in the performance of this Agreement EXCEPT that the County Executive Office is authorized to provide reimbursement for unusual, documented expenses in an amount not to exceed \$1,500 annually.
4. **INDEPENDENT CONSULTANT:** COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.
5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain at its sole cost and expense, the following insurance coverage's at all times during the performance of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- 6.1 **Commercial General Liability Insurance.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- 6.2 **Automobile Liability Insurance.** If CONSULTANT'S vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

- 6.3 **Professional Liability Insurance.** CONSULTANT shall maintain Professional liability (Errors and Omissions) insurance coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per

occurrence and \$2,000,000 annual aggregate. If the policy is on claims-made basis rather than an occurrence basis, such insurance shall continue throughout the term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1. an Extended Reporting endorsement (also known as Tail Coverage); or 2. Prior Dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3. Demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

6.4 Workers' Compensation Insurance. If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed waive subrogation in favor of the County of Riverside.

6.5 General Insurance Provisions—All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of

Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim arising from the performance of this Agreement.

(h) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 **Discontinuance of Services.** Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 **Effect of Termination for Convenience.** If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 **Effect of Termination for Cause.** If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of

termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

8. **ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.
9. **ASSIGNMENT:** This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
10. **NONDISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
11. **ALTERATION:** No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. **ELIGIBILITY:** Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
13. **LICENSE AND CERTIFICATION:** CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
14. **CONFIDENTIALITY:** CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.
15. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or

reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.

16. **JURISDICTION, VENUE, ATTORNEY'S FEES:** This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.
17. **WAIVER:** Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE:** In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
20. **NOTICES:** All correspondence and notices required or contemplated by this agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States Mail, postage prepaid:

COUNTY
County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONSULTANT
Michael Y. Corbett
770 L. Street, Suite 950
Sacramento, CA 95814

21. **CONFLICT OF INTEREST:** CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation will apply to CONSULTANT'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. CONSULTANTS effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:

County of Riverside

By: _____

John Tavaglione

Chairman, Board of Supervisors

Date: _____

CONSULTANT:

Michael Y. Corbett

By: Michael Y. Corbett

Michael Y. Corbett

Owner

Date: February 20, 2012

ATTEST:

Clerk of the Board

By: _____

Date: _____

FORWARDED TO COUNTY CLERK
BY [Signature] 1/16/12

Exhibit A
SCOPE OF SERVICE

1. Background:

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. Scope of Services:

Personnel:

Michael Corbett will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.

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WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business; and,

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

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3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Twenty-two Thousand Four Hundred dollars (\$122,400) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

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5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

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(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of

Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim arising from the performance of this Agreement.

(h) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 **Discontinuance of Services.** Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 **Effect of Termination for Convenience.** If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 **Effect of Termination for Cause.** If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of

termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

8. **ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.
9. **ASSIGNMENT:** This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
10. **NONDISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
11. **ALTERATION:** No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. **ELIGIBILITY:** Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
13. **LICENSE AND CERTIFICATION:** CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
14. **CONFIDENTIALITY:** CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.
15. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or

reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.

16. **JURISDICTION, VENUE, ATTORNEY'S FEES:** This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.
17. **WAIVER:** Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE:** In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
20. **NOTICES:** All correspondence and notices required or contemplated by this agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States Mail, postage prepaid:

COUNTY
County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONSULTANT
Michael Y. Corbett
770 L. Street, Suite 950
Sacramento, CA 95814

21. **CONFLICT OF INTEREST:** CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation will apply to CONSULTANT'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. CONSULTANTS effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:

County of Riverside

By: _____

John Tavaglione

Chairman, Board of Supervisors

Date: _____

CONSULTANT:

Michael Y. Corbett

By: Michael Y. Corbett

Michael Y. Corbett

Owner

Date: February 20, 2012

ATTEST:

Clerk of the Board

By: _____

Date: _____

FOR APPROVAL OF COUNTY
BY _____

Exhibit A
SCOPE OF SERVICE

1. Background:

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. Scope of Services:

Personnel:

Michael Corbett will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____ by and between Michael Y. Corbett herein referred to as "CONSULTANT" and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY".

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business; and,

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto by this reference and incorporated herein.
 - 1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
2. **PERIOD OF PERFORMANCE:** The services under this Agreement shall be performed from January 1, 2012 through December 31, 2013, unless terminated as specified in Paragraph 6. The Board of Supervisors at its sole discretion may extend this contract for two additional one year periods. The COUNTY shall notify CONSULTANT of the decision to renew prior to termination of the Agreement. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Twenty-two Thousand Four Hundred dollars (\$122,400) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

3.1 Said compensation shall be paid on the first of each month pursuant to an invoice submitted by CONSULTANT.

3.2 There shall be no additional compensation paid by the COUNTY for any costs incurred in the performance of this Agreement EXCEPT that the County Executive Office is authorized to provide reimbursement for unusual, documented expenses in an amount not to exceed \$1,500 annually.

4. **INDEPENDENT CONSULTANT:** COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain at its sole cost and expense, the following insurance coverage's at all times during the performance of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- 6.1 **Commercial General Liability Insurance.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- 6.2 **Automobile Liability Insurance.** If CONSULTANT'S vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

- 6.3 **Professional Liability Insurance.** CONSULTANT shall maintain Professional liability (Errors and Omissions) insurance coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per

occurrence and \$2,000,000 annual aggregate. If the policy is on claims-made basis rather than an occurrence basis, such insurance shall continue throughout the term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1. an Extended Reporting endorsement (also known as Tail Coverage); or 2. Prior Dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3. Demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

6.4 Workers' Compensation Insurance. If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed waive subrogation in favor of the County of Riverside.

6.5 General Insurance Provisions—All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) a properly executed original Certificate(s) of Insurance and certified original copies of

Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim arising from the performance of this Agreement.

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7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 **Discontinuance of Services.** Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 **Effect of Termination for Convenience.** If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

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termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

8. **ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.
9. **ASSIGNMENT:** This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
10. **NONDISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
11. **ALTERATION:** No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. **ELIGIBILITY:** Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
13. **LICENSE AND CERTIFICATION:** CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
14. **CONFIDENTIALITY:** CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.
15. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or

reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.

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17. **WAIVER:** Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE:** In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
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COUNTY
County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONSULTANT
Michael Y. Corbett
770 L. Street, Suite 950
Sacramento, CA 95814

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22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:

County of Riverside

By: _____

John Tavaglione

Chairman, Board of Supervisors

Date: _____

CONSULTANT:

Michael Y. Corbett

By: Michael Y. Corbett

Michael Y. Corbett

Owner

Date: February 20, 2012

ATTEST:

Clerk of the Board

By: _____

Date: _____

FOR APPROVAL OF BOARD
BY: _____
DATE: _____

Exhibit A
SCOPE OF SERVICE

1. Background:

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. Scope of Services:

Personnel:

Michael Corbett will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____ by and between Cline and Duplissea herein referred to as "CONSULTANT" and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY".

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto by this reference and incorporated herein.
 - 1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
2. **PERIOD OF PERFORMANCE:** The services under this Agreement shall be performed from January 1, 2012 through December 31, 2013, unless terminated as specified in Paragraph 6. The Board of Supervisors at its sole discretion may extend this contract for two additional one year periods. The COUNTY shall notify CONSULTANT of the decision to renew prior to termination of the Agreement. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Fifty-Seven Thousand Two Hundred Ninety Six dollars (\$157,296) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

3.1 Said compensation shall be paid on the first of each month pursuant to an invoice submitted by CONSULTANT.

3.2 There shall be no additional compensation paid by the COUNTY for any costs incurred in the performance of this Agreement EXCEPT that the County Executive Office is authorized to provide reimbursement for unusual, documented expenses in an amount not to exceed \$1,500 annually.

4. **INDEPENDENT CONSULTANT:** COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or

compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE**: Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain at its sole cost and expense, the following insurance coverage's at all times during the performance of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- 6.1 **Commercial General Liability Insurance**. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- 6.2 **Automobile Liability Insurance**. If CONSULTANT'S vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

- 6.3 **Professional Liability Insurance**. CONSULTANT shall maintain Professional liability (Errors and Omissions) insurance coverage for the CONSULTANT'S performance of work included within this

Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is on claims-made basis rather than an occurrence basis, such insurance shall continue throughout the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1. An Extended Reporting endorsement (also known as Tail Coverage); or 2. Prior Dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3. Demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

6.4 Workers' Compensation Insurance. If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed waive subrogation in favor of the County of Riverside.

6.5 General Insurance Provisions—All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) a properly executed original

Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim arising from the performance of this Agreement

(h) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 **Discontinuance of Services.** Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 **Effect of Termination for Convenience.** If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 **Effect of Termination for Cause.** If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract

adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

- 8. ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.
- 9. ASSIGNMENT:** This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
- 10. NONDISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 11. ALTERATION:** No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 12. ELIGIBILITY:** Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
- 13. LICENSE AND CERTIFICATION:** CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
- 14. CONFIDENTIALITY:** CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.

15. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.
16. **JURISDICTION, VENUE, ATTORNEY'S FEES:** This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.
17. **WAIVER:** Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE:** In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
20. **NOTICES:** All correspondence and notices required or contemplated by this agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States Mail, postage prepaid:

COUNTY

County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONSULTANT

Cline and Duplissea
1127 Eleventh Street, Suite 544
Sacramento, CA 95814

21. CONFLICT OF INTEREST: CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation will apply to CONSULTANT'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. CONSULTANTS effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

22. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:

County of Riverside

By: _____

John Tavaglione
Chairman, Board of Supervisors

Date: _____

CONSULTANT:

Cline and Duplissea

By:  _____

Bill Duplissea
Managing Partner

Date: 2-22-12

ATTEST:

Clerk of the Board

By: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL VICTOR
DATE: 2/16/12

Exhibit A
SCOPE OF SERVICE

1. Background:

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. Scope of Services:

Personnel:

Bill Duplissea, John P. Quimby Sr. and Robert Presley will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____ by and between Cline and Duplissea herein referred to as "CONSULTANT" and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY".

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto by this reference and incorporated herein.
 - 1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
2. **PERIOD OF PERFORMANCE:** The services under this Agreement shall be performed from January 1, 2012 through December 31, 2013, unless terminated as specified in Paragraph 6. The Board of Supervisors at its sole discretion may extend this contract for two additional one year periods. The COUNTY shall notify CONSULTANT of the decision to renew prior to termination of the Agreement. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Fifty-Seven Thousand Two Hundred Ninety Six dollars (\$157,296) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

3.1 Said compensation shall be paid on the first of each month pursuant to an invoice submitted by CONSULTANT.

3.2 There shall be no additional compensation paid by the COUNTY for any costs incurred in the performance of this Agreement EXCEPT that the County Executive Office is authorized to provide reimbursement for unusual, documented expenses in an amount not to exceed \$1,500 annually.

4. **INDEPENDENT CONSULTANT:** COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or

compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain at its sole cost and expense, the following insurance coverage's at all times during the performance of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is on claims-made basis rather than an occurrence basis, such insurance shall continue throughout the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1. An Extended Reporting endorsement (also known as Tail Coverage); or 2. Prior Dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3. Demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

6.4 Workers' Compensation Insurance. If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed waive subrogation in favor of the County of Riverside.

6.5 General Insurance Provisions—All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) a properly executed original

Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim arising from the performance of this Agreement

(h) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 **Discontinuance of Services.** Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 **Effect of Termination for Convenience.** If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 **Effect of Termination for Cause.** If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract

adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

8. **ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.
9. **ASSIGNMENT:** This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
10. **NONDISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
11. **ALTERATION:** No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. **ELIGIBILITY:** Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
13. **LICENSE AND CERTIFICATION:** CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
14. **CONFIDENTIALITY:** CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.

15. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.
16. **JURISDICTION, VENUE, ATTORNEY'S FEES:** This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.
17. **WAIVER:** Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE:** In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
20. **NOTICES:** All correspondence and notices required or contemplated by this agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States Mail, postage prepaid:

COUNTY

County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONSULTANT

Cline and Duplissea
1127 Eleventh Street, Suite 544
Sacramento, CA 95814

21. **CONFLICT OF INTEREST:** CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation will apply to CONSULTANT'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. CONSULTANTS effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:

County of Riverside

By: _____

John Tavaglione

Chairman, Board of Supervisors

Date: _____

CONSULTANT:

Cline and Duplissea

By:  _____

Bill Duplissea

Managing Partner

Date: 2-22-12

ATTEST:

Clerk of the Board

By: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY  MARSHAL VICTOR
DATE 2/16/12

Exhibit A

SCOPE OF SERVICE

1. Background:

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. Scope of Services:

Personnel:

Bill Duplissea, John P. Quimby Sr. and Robert Presley will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____ by and between Cline and Duplissea herein referred to as "CONSULTANT" and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY".

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto by this reference and incorporated herein.
 - 1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
2. **PERIOD OF PERFORMANCE:** The services under this Agreement shall be performed from January 1, 2012 through December 31, 2013, unless terminated as specified in Paragraph 6. The Board of Supervisors at its sole discretion may extend this contract for two additional one year periods. The COUNTY shall notify CONSULTANT of the decision to renew prior to termination of the Agreement. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Fifty-Seven Thousand Two Hundred Ninety Six dollars (\$157,296) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

- 3.1 Said compensation shall be paid on the first of each month pursuant to an invoice submitted by CONSULTANT.
 - 3.2 There shall be no additional compensation paid by the COUNTY for any costs incurred in the performance of this Agreement EXCEPT that the County Executive Office is authorized to provide reimbursement for unusual, documented expenses in an amount not to exceed \$1,500 annually.
4. **INDEPENDENT CONSULTANT:** COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.
5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or

compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain at its sole cost and expense, the following insurance coverage's at all times during the performance of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

6.1 **Commercial General Liability Insurance.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

6.2 **Automobile Liability Insurance.** If CONSULTANT'S vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

6.3 **Professional Liability Insurance.** CONSULTANT shall maintain Professional liability (Errors and Omissions) insurance coverage for the CONSULTANT'S performance of work included within this

Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is on claims-made basis rather than an occurrence basis, such insurance shall continue throughout the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1. An Extended Reporting endorsement (also known as Tail Coverage); or 2. Prior Dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3. Demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

6.4 Workers' Compensation Insurance. If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed waive subrogation in favor of the County of Riverside.

6.5 General Insurance Provisions—All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) a properly executed original

Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim arising from the performance of this Agreement

(h) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 **Discontinuance of Services.** Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 **Effect of Termination for Convenience.** If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 **Effect of Termination for Cause.** If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract

adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies. The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

8. **ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.
9. **ASSIGNMENT:** This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
10. **NONDISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
11. **ALTERATION:** No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. **ELIGIBILITY:** Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
13. **LICENSE AND CERTIFICATION:** CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
14. **CONFIDENTIALITY:** CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.

15. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.
16. **JURISDICTION, VENUE, ATTORNEY'S FEES:** This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.
17. **WAIVER:** Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE:** In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
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County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONSULTANT

Cline and Duplissea
1127 Eleventh Street, Suite 544
Sacramento, CA 95814

21. **CONFLICT OF INTEREST:** CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation will apply to CONSULTANT'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. CONSULTANTS effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:

County of Riverside

By: _____

John Tavaglione

Chairman, Board of Supervisors

Date: _____

CONSULTANT:

Cline and Duplissea

By:  _____

Bill Duplissea

Managing Partner

Date: 2-22-12

ATTEST:

Clerk of the Board

By: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY  MARSHAL VICE OF
DATE 2/16/12

Exhibit A
SCOPE OF SERVICE

1. Background:

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. Scope of Services:

Personnel:

Bill Duplissea, John P. Quimby Sr. and Robert Presley will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____ by and between Nielsen, Merksamer, Parrinello, Gross and Leoni herein referred to as "CONSULTANT" and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY".

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business;

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto by this reference and incorporated herein.
 - 1.1 **CONSULTANT:** Represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
2. **PERIOD OF PERFORMANCE:** The services under this Agreement shall be performed from January 1, 2012 through December 31, 2013, unless terminated as specified in Paragraph 6. The Board of Supervisors at its sole discretion may extend this contract for two additional one year periods. The COUNTY shall notify CONSULTANT of the decision to renew prior to termination of the Agreement. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Fifteen Thousand Eight Hundred Thirty dollars (\$115,830) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

3.1 Said compensation shall be paid on the first of each month pursuant to an invoice submitted by CONSULTANT.

3.2 There shall be no additional compensation paid by the COUNTY for any costs incurred in the performance of this Agreement EXCEPT that the County Executive Office is authorized to provide reimbursement for unusual, documented expenses in an amount not to exceed \$1,500 annually.

4. **INDEPENDENT CONSULTANT:** COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain at its sole cost and expense, the following insurance coverage's at all times during the performance of this Agreement. As respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

6.1 **Commercial General Liability Insurance.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

6.2 **Automobile Liability Insurance.** If CONSULTANT'S vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

6.3 **Professional Liability Insurance.** CONSULTANT shall maintain Professional liability (Errors and Omissions) insurance coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is on claims-made basis rather than an occurrence basis, such insurance shall continue throughout the

term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1. An Extended Reporting Endorsement (also known as Tail Coverage); or 2. Prior dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3. Demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2), or 3) will continue as long as the law allows.

6.4 Workers' Compensation Insurance. If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed waive subrogation in favor of the County of Riverside.

6.5 General Insurance Provisions—All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) Reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) Procure a bond which guarantees payment of loses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) A properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 2) If requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside

prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim from the performance of this Agreement.

(h) The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the COUNTY.

7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 Discontinuance of Services: Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 Effect of Termination for Convenience: If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 Effect of Termination for Cause: If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies: The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

8. **ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.

9. **ASSIGNMENT**: This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
10. **NONDISCRIMINATION**: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
11. **ALTERATION**: No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. **ELIGIBILITY**: Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
13. **LICENSE AND CERTIFICATION**: CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
14. **CONFIDENTIALITY**: CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.
15. **WORK PRODUCT**: All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.
16. **JURISDICTION, VENUE, ATTORNEY'S FEES**: This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

17. **WAIVER**: Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY**: If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE**: In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
20. **NOTICES**: All correspondence and notices required or contemplated by this agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States Mail, postage prepaid:

COUNTY

County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONSULTANT

Nielsen, Merksamer, Parrinello,
Gross and Leoni
1415 L. Street, Ste. 1200
Sacramento, CA 95814

21. **CONFLICT OF INTEREST**: CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation will apply to CONSULTANT'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. CONSULTANT'S effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:
County of Riverside

CONSULTANT:
Nielsen, Merksamer, Parrinello,
Gross and Leoni

By: _____
John Tavaglione
Chairman, Board of Supervisors

By: _____
James C. Gross
Managing Partner

Date: _____

Date: 2-20-12

ATTEST:
Clerk of the Board

By: _____
Kecia Harper-Ihem

Date: _____

FOR APPROVED COUNTY COUNSEL
BY _____
NEIL R. KIPNIS
DATE 2/21/12

Exhibit A

SCOPE OF SERVICE

1. **Background:**

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. **Scope of Services:**

Personnel:

Jim Gross and John Moffatt will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____ by and between Nielsen, Merksamer, Parrinello, Gross and Leoni herein referred to as "CONSULTANT" and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY".

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business;

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto by this reference and incorporated herein.
 - 1.1 **CONSULTANT:** Represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
2. **PERIOD OF PERFORMANCE:** The services under this Agreement shall be performed from January 1, 2012 through December 31, 2013, unless terminated as specified in Paragraph 6. The Board of Supervisors at its sole discretion may extend this contract for two additional one year periods. The COUNTY shall notify CONSULTANT of the decision to renew prior to termination of the Agreement. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Fifteen Thousand Eight Hundred Thirty dollars (\$115,830) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

3.1 Said compensation shall be paid on the first of each month pursuant to an invoice submitted by CONSULTANT.

3.2 There shall be no additional compensation paid by the COUNTY for any costs incurred in the performance of this Agreement EXCEPT that the County Executive Office is authorized to provide reimbursement for unusual, documented expenses in an amount not to exceed \$1,500 annually.

4. **INDEPENDENT CONSULTANT:** COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain at its sole cost and expense, the following insurance coverage's at all times during the performance of this Agreement. As respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

6.1 **Commercial General Liability Insurance.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

6.2 **Automobile Liability Insurance.** If CONSULTANT'S vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

6.3 **Professional Liability Insurance.** CONSULTANT shall maintain Professional liability (Errors and Omissions) insurance coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is on claims-made basis rather than an occurrence basis, such insurance shall continue throughout the

term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1. An Extended Reporting Endorsement (also known as Tail Coverage); or 2. Prior dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3. Demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2), or 3) will continue as long as the law allows.

6.4 Workers' Compensation Insurance. If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed waive subrogation in favor of the County of Riverside.

6.5 General Insurance Provisions—All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) Reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) Procure a bond which guarantees payment of loses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) A properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 2) If requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside

prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim from the performance of this Agreement.

(h) The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the COUNTY.

7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 Discontinuance of Services: Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 Effect of Termination for Convenience: If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 Effect of Termination for Cause: If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies: The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

8. **ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.

9. **ASSIGNMENT**: This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
10. **NONDISCRIMINATION**: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
11. **ALTERATION**: No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. **ELIGIBILITY**: Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
13. **LICENSE AND CERTIFICATION**: CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
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15. **WORK PRODUCT**: All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.
16. **JURISDICTION, VENUE, ATTORNEY'S FEES**: This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

17. **WAIVER**: Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY**: If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE**: In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
20. **NOTICES**: All correspondence and notices required or contemplated by this agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States Mail, postage prepaid:

COUNTY

County of Riverside
 Executive Office
 4080 Lemon Street, 4th Floor
 Riverside, CA 92501

CONSULTANT

Nielsen, Merksamer, Parrinello,
 Gross and Leoni
 1415 L. Street, Ste. 1200
 Sacramento, CA 95814

21. **CONFLICT OF INTEREST**: CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation will apply to CONSULTANT'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. CONSULTANT'S effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:
County of Riverside

CONSULTANT:
Nielsen, Merksamer, Parrinello,
Gross and Leoni

By: _____
John Tavaglione
Chairman, Board of Supervisors

By: _____
James C. Gross
Managing Partner

Date: _____

Date: 2-22-12

ATTEST:
Clerk of the Board

By: _____
Kecia Harper-Ihem

Date: _____

FORWARDED TO COUNTY COUNSEL
BY NELE KIPNIG
DATE 2/21/12

Exhibit A

SCOPE OF SERVICE

1. **Background:**

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. **Scope of Services:**

Personnel:

Jim Gross and John Moffatt will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____ by and between Nielsen, Merksamer, Parrinello, Gross and Leoni herein referred to as "CONSULTANT" and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY".

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business;

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto by this reference and incorporated herein.
 - 1.1 **CONSULTANT:** Represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
2. **PERIOD OF PERFORMANCE:** The services under this Agreement shall be performed from January 1, 2012 through December 31, 2013, unless terminated as specified in Paragraph 6. The Board of Supervisors at its sole discretion may extend this contract for two additional one year periods. The COUNTY shall notify CONSULTANT of the decision to renew prior to termination of the Agreement. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Fifteen Thousand Eight Hundred Thirty dollars (\$115,830) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

- 3.1 Said compensation shall be paid on the first of each month pursuant to an invoice submitted by CONSULTANT.
 - 3.2 There shall be no additional compensation paid by the COUNTY for any costs incurred in the performance of this Agreement EXCEPT that the County Executive Office is authorized to provide reimbursement for unusual, documented expenses in an amount not to exceed \$1,500 annually.
4. **INDEPENDENT CONSULTANT:** COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.
5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain at its sole cost and expense, the following insurance coverage's at all times during the performance of this Agreement. As respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

6.1 **Commercial General Liability Insurance.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

6.2 **Automobile Liability Insurance.** If CONSULTANT'S vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

6.3 **Professional Liability Insurance.** CONSULTANT shall maintain Professional liability (Errors and Omissions) insurance coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is on claims-made basis rather than an occurrence basis, such insurance shall continue throughout the

term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1. An Extended Reporting Endorsement (also known as Tail Coverage); or 2. Prior dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3. Demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2), or 3) will continue as long as the law allows.

6.4 Workers' Compensation Insurance. If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed waive subrogation in favor of the County of Riverside.

6.5 General Insurance Provisions—All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) Reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) A properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 2) If requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside

prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim from the performance of this Agreement.

(h) The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the COUNTY.

7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 Discontinuance of Services: Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 Effect of Termination for Convenience: If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 Effect of Termination for Cause: If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies: The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

8. **ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.

9. **ASSIGNMENT:** This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
10. **NONDISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
11. **ALTERATION:** No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. **ELIGIBILITY:** Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
13. **LICENSE AND CERTIFICATION:** CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
14. **CONFIDENTIALITY:** CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.
15. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.
16. **JURISDICTION, VENUE, ATTORNEY'S FEES:** This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

17. **WAIVER**: Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY**: If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE**: In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
20. **NOTICES**: All correspondence and notices required or contemplated by this agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States Mail, postage prepaid:

COUNTY

County of Riverside
 Executive Office
 4080 Lemon Street, 4th Floor
 Riverside, CA 92501

CONSULTANT

Nielsen, Merksamer, Parrinello,
 Gross and Leoni
 1415 L. Street, Ste. 1200
 Sacramento, CA 95814

21. **CONFLICT OF INTEREST**: CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation will apply to CONSULTANT'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. CONSULTANT'S effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:
County of Riverside

CONSULTANT:
Nielsen, Merksamer, Parrinello,
Gross and Leoni

By: _____
John Tavaglione
Chairman, Board of Supervisors

By: _____
James C. Gross
Managing Partner

Date: _____

Date: 2-22-12

ATTEST:
Clerk of the Board

By: _____
Kecia Harper-Ihem

Date: _____

FOR: RIVERSIDE COUNTY COUNSEL
BY: [Signature] DATE: 2/22/12
NETA KIPNIS

Exhibit A

SCOPE OF SERVICE

1. Background:

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. Scope of Services:

Personnel:

Jim Gross and John Moffatt will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____ by and between Nielsen, Merksamer, Parrinello, Gross and Leoni herein referred to as "CONSULTANT" and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as "COUNTY".

WHEREAS, Government Code Section 23000 et seq authorizes the COUNTY to contract for services as necessary to the exercise of its powers and conduct of its business;

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows, effective as of January 1, 2012:

1. **DESCRIPTION OF SERVICES:** CONSULTANT shall provide all services as outlined and specified in Exhibit A, consisting of one (1) page, attached hereto by this reference and incorporated herein.
 - 1.1 **CONSULTANT:** Represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the County that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
2. **PERIOD OF PERFORMANCE:** The services under this Agreement shall be performed from January 1, 2012 through December 31, 2013, unless terminated as specified in Paragraph 6. The Board of Supervisors at its sole discretion may extend this contract for two additional one year periods. The COUNTY shall notify CONSULTANT of the decision to renew prior to termination of the Agreement. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.
3. **COMPENSATION:** The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit A attached hereto and incorporated by this reference. The total amount of compensation and expense reimbursement paid to the CONSULTANT under this

Agreement shall not exceed the sum of One Hundred Fifteen Thousand Eight Hundred Thirty dollars (\$115,830) for the first year of the agreement. Payment for the second year of the Agreement will be reduced by ten percent unless economic indicators or the performance of additional services by the CONSULTANT warrant an increase. Both parties will agree upon compensation for year two prior to executing the second year of this Agreement.

3.1 Said compensation shall be paid on the first of each month pursuant to an invoice submitted by CONSULTANT.

3.2 There shall be no additional compensation paid by the COUNTY for any costs incurred in the performance of this Agreement EXCEPT that the County Executive Office is authorized to provide reimbursement for unusual, documented expenses in an amount not to exceed \$1,500 annually.

4. **INDEPENDENT CONSULTANT:** COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. **INDEMNIFICATION:** CONSULTANT shall indemnify and hold harmless COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected and appointed officials, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONSULTANT further agrees to protect, indemnify and defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action(s) based upon such services.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

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The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

6. **INSURANCE:** Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain at its sole cost and expense, the following insurance coverage's at all times during the performance of this Agreement. As respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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term of this Agreement and CONSULTANT shall purchase at his sole expense either: 1. An Extended Reporting Endorsement (also known as Tail Coverage); or 2. Prior dates coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3. Demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2), or 3) will continue as long as the law allows.

6.4 Workers' Compensation Insurance. If CONSULTANT has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed waive subrogation in favor of the County of Riverside.

6.5 General Insurance Provisions—All Lines.

(a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either: 1) Reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(c) CONSULTANT shall cause its insurance carrier(s) to furnish the County of Riverside with either: 1) A properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 2) If requested to do so in writing by the County Risk Manager provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside

prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence services until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(d) It is understood and agreed to by the parties hereto, that the CONSULTANT'S insurance shall be construed as primary, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(e) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

(f) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(g) CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may arise to a claim from the performance of this Agreement.

(h) The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the COUNTY.

7. **TERMINATION:** COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to those described in Exhibit A to this Agreement.

7.1 Discontinuance of Services: Upon receipt of Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the COUNTY all information, summaries, reports and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2 Effect of Termination for Convenience: If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show services actually completed by CONSULTANT prior to termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3 Effect of Termination for Cause: If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the project. Following discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, COUNTY may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

7.4 Cumulative Remedies: The rights and remedies of the parties provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

8. **ADMINISTRATION:** The County Executive Officer (or designee) shall administer this agreement on behalf of COUNTY.

9. **ASSIGNMENT:** This agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.
10. **NONDISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
11. **ALTERATION:** No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. **ELIGIBILITY:** Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
13. **LICENSE AND CERTIFICATION:** CONSULTANT verifies upon execution of this agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services will be performed by properly trained and licensed staff.
14. **CONFIDENTIALITY:** CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to COUNTY.
15. **WORK PRODUCT:** All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this agreement becomes the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Purchasing Director or an authorized designee.
16. **JURISDICTION, VENUE, ATTORNEY'S FEES:** This agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

17. **WAIVER**: Any waiver by COUNTY of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY from enforcement hereof.
18. **SEVERABILITY**: If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
19. **FORCE MAJEURE**: In the event CONSULTANT is unable to comply with any provision of this Agreement due to causes beyond CONSULTANT'S control such as acts of God, acts of war, civil disorders, or other similar acts, CONSULTANT shall not be held liable to COUNTY for such failure to comply. In the event COUNTY is unable to comply with any provision of this Agreement due to causes beyond its control related to acts of God, acts of war, civil disorders, or other similar acts, COUNTY shall not be held liable to CONSULTANT for such failure to comply.
20. **NOTICES**: All correspondence and notices required or contemplated by this agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States Mail, postage prepaid:

COUNTY

County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONSULTANT

Nielsen, Merksamer, Parrinello,
Gross and Leoni
1415 L. Street, Ste. 1200
Sacramento, CA 95814

21. **CONFLICT OF INTEREST**: CONSULTANT will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation will apply to CONSULTANT'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein. CONSULTANT'S effort will include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

22. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement.

COUNTY:
County of Riverside

CONSULTANT:
Nielsen, Merksamer, Parrinello,
Gross and Leoni

By: _____
John Tavaglione
Chairman, Board of Supervisors

By: _____
James C. Gross
Managing Partner

Date: _____

Date: 2-20-12

ATTEST:
Clerk of the Board

By: _____
Kecia Harper-Ihem

Date: _____

FOR: APPROVED COUNTY COUNSEL
BY: _____ DATE: _____
NET R KIPNC

Exhibit A

SCOPE OF SERVICE

1. Background:

Under general direction of the County Executive Officer, or his designee, the CONSULTANT shall advance the official policy positions of the Board of Supervisors and represent the interests of COUNTY on State legislative and regulatory matters.

2. Scope of Services:

Personnel:

Jim Gross and John Moffatt will provide the services in this Professional Services Agreement.

Representation:

- A. Represent COUNTY specific interests reflected in policy set by the Board of Supervisors.
- B. Sponsor, support, amend or oppose legislation or regulations to benefit COUNTY related to the above specific interests.

Information:

- A. Regular reports on legislation or regulations indicating impact on COUNTY in specific interests.
- B. Response to any questions from Board of Supervisors, County Executive Officer, or designated COUNTY Officials.
- C. Specific analysis of legislation or regulation as to impact on COUNTY specific interests upon request.

Access:

- A. Access to legislators in addition to county delegation, and legislative staff for Board of Supervisors, County Executive Officer, and Department Heads.
- B. Access to key administrative officials.