

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 24th day of October, 2023 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, ("COUNTY"), and Shaw Yoder Antwih Schmelzer & Lange, Inc., a state legislative advocacy services provider, whose address is 1415 L Street, Suite 1000, Sacramento, California 95814, ("CONTRACTOR"). Each party may individually be referred to as a "Party" or collectively as "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the COUNTY has a need for State legislative advocacy services;

WHEREAS, the CONTRACTOR has previously performed these services to the satisfaction of COUNTY; and

WHEREAS, the CONTRACTOR is qualified and willing to perform these services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR, SCOPE OF SERVICES

CONTRACTOR shall perform the services listed in this Agreement and shall provide all necessary equipment and personnel possessing the skills, experience, education, and competence necessary to perform such services. CONTRACTOR shall coordinate services through the COUNTY's Administrative Office. Paul J. Yoder shall be the day-to-day contact person for CONTRACTOR and shall coordinate the person(s) who will perform the following services for COUNTY:

A. CONTRACTOR shall identify and monitor State legislative and administrative activities that may affect COUNTY, help COUNTY identify strategies and political considerations, make recommendations, and help COUNTY implement responses.

B. CONTRACTOR shall assist, when requested by COUNTY, in analyzing legislation/regulations to determine any impact on COUNTY.

C. CONTRACTOR shall, after consultation with COUNTY, initiate appropriate actions to advocate COUNTY's interests in State legislative, regulatory and administrative actions,

1 including but not limited to, written and/or oral presentations to legislative committees, members and
2 staff of the Assembly/Senate, the Executive Branch, and officials of State government and other
3 responsible individuals regarding the COUNTY's position on bills, policy and budgetary issues.

4 D. CONTRACTOR shall assist in the revision of the COUNTY State legislative
5 platform, proposed legislation, regulatory and/or administrative policies and rules, and training of
6 COUNTY staff in such matters.

7 E. CONTRACTOR shall assist COUNTY departments in maximizing state and
8 federal funding of COUNTY programs, including grant opportunities.

9 F. CONTRACTOR shall advise COUNTY when participation by COUNTY's officials
10 in State hearings and meetings would further COUNTY's interests, and shall arrange, coordinate, and
11 schedule COUNTY's officials for such hearings and meetings through COUNTY's Administrative Office.

12 G. CONTRACTOR shall work as needed with the California State Association of
13 Counties (CSAC), and governmental affairs representatives of other agencies and organizations on
14 issues of common interest to COUNTY.

15 H. CONTRACTOR shall facilitate formal and informal communication with State
16 officials on behalf of COUNTY, and shall keep in contact with State officials in order to anticipate State
17 actions that may affect COUNTY.

18 I. CONTRACTOR shall report to the COUNTY on the services performed on behalf
19 of COUNTY under this Agreement, including written status reports on the sessions' major issues,
20 regular weekly communication with the County Administrative Office's legislative representative through
21 telephonic reports and/or emailed legislative alerts on urgent issues, summaries of bills of specific
22 interest to the COUNTY including when each bill is amended, committee analysis on COUNTY
23 sponsored legislation, and shall, when requested but at least annually, appear before COUNTY's Board
24 of Supervisors at a regularly scheduled meeting to report on services performed on behalf of the
25 COUNTY during the legislative session, and to receive direction for the remaining or next session.

26 J. CONTRACTOR shall prepare the appropriate "Reports of Lobbyist Employer" in a
27 timely fashion for execution by COUNTY and submission to the State Fair Political Practices
28 Commission.

1 K. CONTRACTOR shall provide professional and technical staff support to the
2 COUNTY, including but not limited to, up-to-date tracking of legislation, administrative rule-making,
3 State hearings, responding to COUNTY questions related to services provided under this Agreement,
4 and performing as a day-to-day liaison between COUNTY and the State government.

5 L. CONTRACTOR shall maintain a governmental affairs office in Sacramento
6 including necessary support staff, equipment and established arrangements to obtain legislative bills
7 and other publications, such as administrative rules, reports, and studies. CONTRACTOR shall register
8 with the California Secretary of State's Office as a lobbyist.

9 M. It is anticipated that CONTRACTOR shall perform the services for COUNTY
10 under this Agreement through Paul J. Yoder and staff as appropriate. CONTRACTOR shall inform the
11 County Administrative Officer in writing of any change in Mr. Yoder's responsibilities related to this
12 Agreement.

13 2. TERM

14 The term of this Agreement shall be for a period of three (3) years, commencing on January 1, 2024
15 through and including December 31, 2026. This Agreement may be extended for two (2) additional
16 consecutive twelve (12) month periods upon written approval of both Parties no later than thirty (30) days
17 prior to the first day of the next twelve (12) month extension period. The County Administrative Officer or
18 his or her designee is authorized to execute such written approval on behalf of COUNTY based on
19 CONTRACTOR'S satisfactory performance.

20 3. TERMINATION

21 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
22 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
23 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
24 terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.

25 B. Breach of Contract - COUNTY may immediately suspend or terminate this
26 Agreement in whole or in part, where in the determination of COUNTY there is:

- 27 1) An illegal or improper use of funds;
28 2) A failure to comply with any term of this Agreement;

- 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 4) Improperly performed service.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR for services rendered pursuant to this Agreement. COUNTY shall pay CONTRACTOR \$99,053 for Year 1 (January 1, 2024 through December 31, 2024), \$100,539 for Year 2 (January 1, 2025 through December 31, 2025) and \$102,047 for Year 3 (January 1, 2026 through December 31, 2026) of this Agreement. COUNTY shall make payments to CONTRACTOR in equal monthly installments. If this Agreement is extended in accordance with Section 2, COUNTY shall pay CONTRACTOR \$103,578 for Year 4 (January 1, 2027 through December 31, 2027) and \$105,131 for Year 5 (January 1, 2028 through December 31, 2028) of this Agreement. CONTRACTOR agrees the above sums shall constitute full compensation for all services, expenses and costs incurred in performing this Agreement. The total not to exceed amount for all possible five (5) years of the Term of this Agreement shall not exceed five hundred ten thousand, three hundred and forty-eight dollars (\$510,348).

CONTRACTOR shall submit monthly invoices to COUNTY at County of Fresno, County Administrative Office, 2281 Tulare Street, Room 304, Fresno, CA 93721. Payments shall be made after a minimum of forty-five (45) days from the date COUNTY receives CONTRACTOR's invoice.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

1 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
2 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
3 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
4 times be acting and performing as an independent contractor, and shall act in an independent capacity and
5 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
6 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
7 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
8 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
9 terms and conditions thereof.

10 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
11 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

12 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
13 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
14 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
15 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
16 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
17 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
18 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

19 6. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
20 written consent of all the Parties without, in any way, affecting the remainder.

21 7. NON-ASSIGNMENT: Neither Party shall assign, transfer or sub-contract this Agreement
22 nor their rights or duties under this Agreement without the prior written consent of the other Party.

23 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
24 COUNTY'S request, defend COUNTY, its officers, agents, and employees from any and all costs and
25 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
26 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
27 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
28 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,

1 or corporation who may be injured or damaged by the performance, or failure to perform, of
2 CONTRACTOR, its officers, agents, or employees under this Agreement.

3 This Section 8 shall survive the termination or expiration of this Agreement.

4 9. INSURANCE

5 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
6 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
7 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
8 Joint Powers Agreement (JPA) throughout the term of the Agreement:

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million Dollars
11 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
12 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
13 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
14 liability or any other liability insurance deemed necessary because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
18 used in connection with this Agreement.

19 C. Worker's Compensation

20 A policy of Worker's Compensation insurance as may be required by the California Labor
21 Code.

22 Additional Requirements Relating to Insurance

23 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
24 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
25 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
26 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
27 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
28 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without

1 a minimum of thirty (30) days advance written notice given to COUNTY.

2 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
3 employees any amounts paid by the policy of worker's compensation insurance required by this
4 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
5 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
6 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

7 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
8 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
9 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
10 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
11 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
12 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
13 and employees, individually and collectively, as additional insured, but only insofar as the operations under
14 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
15 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
16 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
17 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
18 written notice given to COUNTY.

19 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
20 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
21 Agreement upon the occurrence of such event.

22 All policies shall be issued by admitted insurers licensed to do business in the State of California,
23 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
24 FSC VII or better.

25 10. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during business hours,
26 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of
27 its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall,
28 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data

1 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

2 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
3 the examination and audit of the California State Auditor for a period of three (3) years after final payment
4 under contract (Government Code Section 8546.7).

5 11. NOTICES: The persons and their addresses having authority to give and receive notices
6 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	Shaw Yoder Antwih Schmelzer & Lange, Inc.
County Administrative Office	Attention: Paul J. Yoder
Hall of Records, Room 304	1415 L. Street, Suite 1000
2281 Tulare Street	Sacramento, CA 95814
Fresno, CA 93721	

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11 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
12 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
13 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
14 personal service is effective upon service to the recipient. A notice delivered by first-class United States
15 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
16 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
17 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
18 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
19 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
20 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
21 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
22 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
23 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
24 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
25 beginning with section 810).

26 12. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
27 only be in Fresno County, California.

28 The rights and obligations of the parties and all interpretation and performance of this Agreement

1 shall be governed in all respects by the laws of the State of California.

2 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

3 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or
4 non-profit corporation) or if during the term of this Agreement, CONTRACTOR changes its status to
5 operate as a corporation.

6 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
7 they are a party to while CONTRACTOR is providing goods or performing services under this
8 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
9 and in which one or more of its directors has a material financial interest. Members of the Board of
10 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
11 Self-Dealing Transaction Disclosure Form, attached as Exhibit A and incorporated by reference, and
12 submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately
13 thereafter.

14 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
15 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
16 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
17 understanding of any nature whatsoever unless expressly included in this Agreement.

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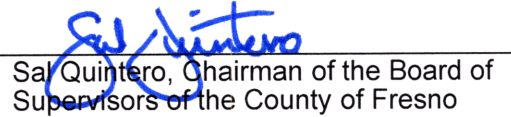
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **Shaw Yoder Antwih Schmelzer &
Lange , INC.**

COUNTY OF FRESNO

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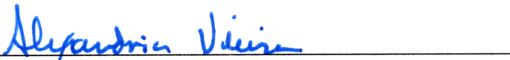

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

7 Andrew Antwih, President
8 1415 L Street, Suite 1000
9 Sacramento, CA 95814

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ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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13 Paul J. Yoder, Secretary and Treasurer
14 1415 L Street, Suite 1000
15 Sacramento, CA 95814

16 By: 
17 Deputy

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23 FOR ACCOUNTING USE ONLY:

24 Fund: 0001
25 ORG: 2540
26 Account: 7295
27 Subclass: 10000
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Exhibit A

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	