

CONTRACT MA-017-24010544
FOR
FEDERAL LEGISLATIVE ADVOCACY SERVICES
WITH
TOWNSEND PUBLIC AFFAIRS, INC.

Attachment A

This Contract MA-017-24010544 for Federal Legislative Advocacy Services, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of County Executive Office, CEO hereinafter referred to as “County” and Townsend Public Affairs, Inc., hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment and Compensation
Attachment C – Staffing Plan

RECITALS

WHEREAS, County solicited, via a Request for Proposal (“RFP”), for Federal Legislative Advocacy Services as set forth herein; and

WHEREAS, Contractor responded and represented that it is qualified to provide Federal Legislative Advocacy Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

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- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) invoices are to be submitted in advance, once a year for the fixed cost by line of coverage (property, casualty or miscellaneous, as applicable) to the user agency/department to the ship-to address, unless otherwise directed in this Contract.
- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any

portion thereof of this Contract without the express written consent of County shall constitute a breach of this Contract. **Attachment A**

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

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All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Professional Liability Insurance	\$10,000,000 per claims-made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad. **Attachment A**

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage, which will state *As Required by Written Contract*.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be ~~considered~~ **Attachment A** Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and

County INDEMNITEES harmless from all liability, damages, costs and expenses **Attachment A** related to a violation of such laws.

- U. **Freight:** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of

performance under this Contract. The inspection and/or audit will be confined ~~to the performance of the~~ **Attachment A** connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Federal Legislative Advocacy Services as further detailed in the Scope of Work, identified, and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and approval by the Orange County Board of Supervisors, and continue for three (3) years, and include two (2) one-year extension options, unless otherwise terminated by County.
3. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate Contract immediately, pursuant to Section K herein;
 - b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and

regulations prohibiting discrimination on the basis of race, color, national origin, **Attachment A** identification, age, religion, marital status, sex or disability.

5. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
6. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager from providing services to County under this Contract. County’s Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County’s Project Manager. County’s Project Manager shall review and approve the appointment of the replacement for Contractor’s Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under Contract.
8. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
9. **Contractor’s Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter any arrangement with any third party which might abridge any rights of the County under this Contract.
10. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
11. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

12. **Conflict with Existing Law:** The Contractor and the County agree that if any ~~Attachment A~~ Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
13. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.
14. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
15. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.
- Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County's request.
16. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
17. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
18. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
19. **Disputes – Contract:**
- a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent

a written demand for a final decision regarding the disposition of any ~~Attachment A~~ the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

- ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
 - c. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in section K herein.
20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
22. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

23. **Interpretation of Contract:** In the event of a conflict or question involving the part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
24. **Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.
25. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
26. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
27. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
28. **Notice of Claims:** Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.
29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Company Name: Townsend Public Affairs, Inc.
 Address: 1401 Dove Street, Suite 330
 Attn: Ben Goldeen
 Telephone: 202.921.6140
 Email: Bgoldeen@townsendpa.com

County: County Executive Office/Legislative Affairs
 400 W Civic Center Dr., 5th Floor
 Santa Ana, CA 92701

Attn: Peter DeMarco
Telephone: 714.834.5777
Email: Peter.Demarco@ocgov.com

Attachment A

Assigned DPA: County of Orange
County Executive Office/County Procurement Office
Attn: Helen Hernandez, DPA
400 W Civic Center Dr., 5th Floor
Santa Ana, CA 92701
Telephone: 714. 567.7596
Email: Helen.Hernandez@ocgov.com

30. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
31. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
32. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
33. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
34. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
35. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

36. **Usage:** No guarantee is given by County to Contractor regarding usage of this **Attachment A** figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
37. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.


SIGNATURE PAGE

Attachment A

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

TOWNSEND PUBLIC AFFAIRS, INC., a state of California Corporation

Date: 10/25/2023

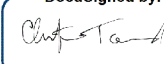
DocuSigned by:

By: _____
9F4E4E56A1704DE...
Signature

Christopher Townsend President & Secretary

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 10/25/2023

DocuSigned by:

By: _____
9F4E4E56A1704DE...
Signature

Christopher Townsend President & Secretary

Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

County Cou

DocuSigned by:

By _____
BC5CA9BED31F40A...
Deputy

Date 10/27/2023

**ATTACHMENT A
SCOPE OF WORK**

I. SCOPE OF SERVICES:

The County is comprised of 22 departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services, and aviation.

II. BACKGROUND:

As the sixth most densely populated county in the nation, Orange County is responsible for implementing a variety of state, federal and local programs to meet the needs of our residents and ensure the health and stability of our communities. The County strives to strengthen the social safety net and continue our equity efforts, while remaining fiscally prudent and accountable to taxpayers. Accordingly, the Orange County Board of Supervisors has identified the following federal policy priorities for 2023:

Homelessness & Housing Funding

Orange County has implemented effective strategies and partnerships to reduce and prevent homelessness by leveraging federal, state, and local funds. The County will support increased federal appropriations for key housing and homeless assistance grant programs and advocate for legislative initiatives that authorize funding for comprehensive services and care coordination, including housing stabilization services funding paired with housing subsidies. The County will also support increased funding for federal programs, including but not limited to, the Housing Choice Voucher Program, Community Development Block Grant Program, and Emergency Solutions Grants; and advocate for increased resources to meet the increasing demand for disability compensation, health care related claims, and the housing needs of its growing veteran population.

Mental Health & Recovery Services Funding

Orange County will support efforts to protect County allocations and advocate for increased funding for mental health and recovery services. Flexible funding and resources that improve cross-sector service coordination and advance key County initiatives, including, but not limited to the Be Well behavioral health campuses, are critical to building a responsive continuum of care for people experiencing substance use, trauma, or other mental health crises. The County will support efforts and proposals to ensure sufficient resources and flexibility to implement federal and state initiatives, as well as advance federal, state, and local partnerships to provide evidence-based treatment to justice involved youth and adults with mental illness and substance use disorders.

OC CARES/Community Corrections Funding

Orange County will continue ongoing efforts to strengthen linkages between the County criminal justice system and systems of care that provide services to inmates and at-risk individuals to increase self-sufficiency, facilitate successful reentry into the community, and reduce recidivism. The County will advocate for legislative and funding proposals to support the diversion of youth and adults from incarceration while maintaining public safety; increase funding and eligibility for resources including, but not limited to, housing, mental health and substance use disorder services, and youth development programs; ensure sufficient flexibility and resources are made available to successfully implement federal and state reforms; and improve the federal, state and local partnership in providing safety-net services to pretrial incarcerated individuals that are currently denied access to federal benefits per the Medicaid Inmate Exclusion Policy (MIEP).

Infrastructure/IIJA Funding

Orange County will continue to advocate for its fair share of funding from the federal Infrastructure Investment and Jobs Act (IIJA) and other appropriations for critical infrastructure and environmental/coastal sustainability projects, including, but not limited to, John Wayne Airport modernization, broadband connectivity, road and bridge improvements, and coastal restoration projects.

Flood Control & Coastal Erosion Sustainability Funding

Orange County will advocate for proposals and funding that facilitate the development of flood control infrastructure, including, but not limited to, the Santa Ana River Mainstem and Westminster-East Garden Gove Flood Management Projects. Additionally, the County will prepare for hazardous climate impacts by supporting efforts that protect its environmental and coastal resources; promote sustainable and climate resilient technology; and strengthen the infrastructure in place to effectively prepare, mitigate and respond to disasters and emergencies.

III. FEDERAL AGENCIES/ISSUES OF INTEREST TO THE COUNTY**A. Army Corps of Engineers**

1. Flood Control Infrastructure Program Funding
2. Water Resources Infrastructure Project Funding & Reauthorization

B. Centers for Medicare and Medicaid Services (CMS)

1. CMS Waivers
2. Medicaid Funding
3. 42CFR/HIPAA Privacy Regulations
4. Medicaid Inmate Exclusion

C. Customs & Border Protection

1. John Wayne Airport Port of Entry Designation

D. Cyber Security & Infrastructure Security Agency

1. Cybersecurity Risk Prevention Program Funding

E. Department of Defense

1. Base Realignment & Closure Act Conveyance – Tustin & El Toro Military Bases

F. Department of Energy

1. San Onofre Nuclear Generating System-Removal of Spent Nuclear Fuel Storage

G. Department of Health & Human Services

1. TANF and Workforce Innovation and Opportunity Act Programs
2. Foster care regulations-Title IV-E, Families First Prevention Services Act
3. Social Services Block Grant Funding
4. Opioid Epidemic Response
5. Homelessness Response Funding
6. OC CARES Program Funding

H. Department of Homeland Security

1. State Homeland Security Grant Program
2. Orange County Intelligence Assessment Center
3. Urban Area Security Initiative

I. Department of Housing and Urban Development

1. Housing Choice Vouchers
2. Mentally Ill Housing
3. Veterans Housing
4. Housing Assistance Payment (HAP) Funding
5. Workforce Development Funding
6. Sober Living Facility Regulations
7. OC CARES Program Funding

J. Department of Justice

1. State Homeland Security Grant Program
2. Orange County Intelligence Assessment Center & Regional Fusion Centers
3. Urban Area Security Initiative
4. Opioid Epidemic Response
5. Sober Living Facility Regulations
6. OC CARES Program Funding
7. Base Realignment & Closure Act Conveyance – Tustin & El Toro Military Bases

K. Department of Veterans Affairs

1. Veterans Services Office
2. Southern California Veterans Cemetery
3. Veterans Housing

L. Environmental Protection Agency

1. Permit Assistance
2. Clean Water Act
3. Coastal Resiliency & Sustainability Program Funding
4. Clean Energy Infrastructure Program Funding
5. John Wayne Airport PFAS Cleanup Funding

M. Federal Aviation Administration

1. FAA Metroplex
2. Transportation Financial Liability
3. Airport Infrastructure Funding
4. PFAS
5. Airport Improvement Program Funding & Eligibility

N. Federal Emergency Management Agency

1. Public Health Emergency and Disaster Response Funding and Reimbursement

O. Substance Abuse & Mental Health Services Administration

1. Substance Use Disorder and Mental Health Services Funding
2. OC CARES Program Funding

P. Transportation Security Administration

1. John Wayne Airport TSA Exit Lane Funding
2. TSA Canine Reimbursement

IV. GENERAL REQUIREMENTS:

- A. Develop and, with Board approval, implement an effective Federal advocacy strategy and annual legislative program to:

1. Influence proposed federal laws and regulations as they relate to County programs and operations, including enacting legislation which accomplish specific County goals; and
 2. Identify opportunities to increase funding for County priorities, programs and operations. Contractor will be proactive in opposing legislation or statutes that may have a negative impact on funding.
- B. Research and provide information to the County on such matters as:
1. Federal Budget: Prepare written reports and analysis of Federal Budget actions and their impact on the County.
 2. Federal legislation: Monitor all bills of interest to the County and take action on such legislation as directed by the County Executive Office. For bills or amendments passed into law that affect the County, Contractor shall monitor the implementation of those laws and advise the County on the action needed to ensure proper implementation and compliance.
 3. Funding opportunities and availability.
 4. Congressional hearings, reports and testimony.
 5. Federal regulations, guidelines, directives and other administrative policies, both proposed and adopted.
 6. Technical memoranda and reports impacting County operations.
- C. Assist the County in developing strong relationships with the County's congressional delegation, congressional leaders and the Administration. This includes developing a target list of key influencers from both parties in the Congress and proactively developing relationships between these members and County leaders.
- D. Maintain regular communication with the County Executive Office regarding issues of importance to the County Board of Supervisors, the County Executive Officer, and Department heads.
- E. Provide the County Executive Office with timely reports during session and on an "as needed" basis when the Congress is not in session.
- F. Draft and/or assist in drafting materials, correspondence, legislation, amendments, and resolutions to advocate in support of the County's legislative goals, including (if necessary) obtaining sponsorship of bill(s) or amendment(s) to bill(s) consistent with the legislative agenda and Platform approved by the County Board of Supervisors.
- G. Provide logistical support to arrange appointments and meetings with members of the Congress, Administration, and Federal agencies, as needed. This includes preparing talking points and/or briefing materials as needed.
- H. No material adjustments made to the Scope of Work will be authorized without prior written approval of the County. Non-material adjustments may be made with the written approval of the County assigned Deputy Purchasing Agent.
- I. Perform other related duties as mutually agreed upon.

V. DELIVERABLES/REPORTS**A. Legislation**

1. Contractor shall provide weekly written updates to be presented to the Board of Supervisors at scheduled Board of Supervisors meetings and individual briefings as requested.
2. Contractor shall maintain regular, but not less than weekly, contact with the County Executive Officer or designee, including the Director of Government and Community Affairs and/or Director of Legislative Affairs in particular, to fully understand the County's needs, desires, interests and policies, relevant to activity in Washington, D.C.
3. Contractor shall follow the current County of Orange Legislative Affairs Program guidelines as adopted by the Board of Supervisors. This document includes specific direction to the County's legislative advocates and describes the duties expected to be performed.
4. Contractor shall provide ongoing program development support to the Legislative Affairs Unit including, but not limited to, Legislative Platform development, legislative coordinator training, support in development of program guidelines including identification of best practices and metrics to monitor success of County's advocacy program.
5. Contractor shall attend weekly (or more frequent) virtual briefings with County Executive Officer (CEO) or designee, Legislative Affairs Unit and/or Board of Supervisors staff.
6. Contractor shall seek out, identify and report to the County on proposed legislation, policies, regulations, and administrative actions, which would or potentially could impact County governments generally and/or Orange County specifically.
7. Contractor shall identify and maintain a list of bills of interest/concern to the County, and regularly provide an updated status report on each bill to the Legislative Affairs team.
8. Contractor shall provide assistance to County staff and private contractors employed by the County in drafting testimony on proposed federal legislation, policies or regulations which could impact the County of Orange.
9. Contractor shall work with the Legislative Affairs Unit to arrange business meetings, local travel arrangements and logistical meeting arrangements in Washington, D.C. for the Board of Supervisors and/or County staff and members of Congress and/ or regulatory and administrative agencies. Additionally, Contractor shall be available to provide staff support when Board members and/or County staff travel to Washington, D.C. to further the County's federal advocacy program.
10. Contractor shall testify on behalf of the County on Board of Supervisors' adopted positions on proposed legislation when appropriate.
11. Contractor shall provide written monthly reports along with each professional services invoice to the County detailing the nature and extent of the services or actions taken and status on behalf of the County, as well as reporting on issues in Washington, D.C. that may impact County governments in general or Orange County specifically. Contractor acknowledges that monthly invoices for professional services will not be submitted for approval if the monthly activity report is not included. may be required to brief Board members in both public and individual meetings.
12. Contractor shall travel to Orange County at least once per quarter and as may be additionally requested to meet with the Board of Supervisors and the County Executive Office to provide updates on its progress toward the County's federal legislative priorities and other projects as requested by the Board of Supervisors and/or the County Executive Office.

13. Contractor shall monitor, review and provide ongoing advice on the appropriations process, including alerting the County on proposals which could impact federal funding for critical county services. Contractor shall propose advocacy strategies for the County to effectively lobby on proposals including messaging, target audiences and other tactics as needed.
14. Contractor shall engage with the County in advance of the budget appropriations process to identify and prepare for Member Community Funding (“Earmarks”). This includes, but not is limited to, identifying new funding opportunities based on Congressional priorities, developing an advocacy strategy, arranging tours, and drafting and submitting delegation member request forms.
15. Contractor shall draft correspondence, briefing papers, talking points, and other materials necessary to assist in advocacy efforts on behalf of the County.
16. Contractor shall assist in the Legislative Platform development and approval process. This includes, but is not limited to, travel to Orange County to meet with the Board of Supervisors, the County Executive Office and department heads to understand potential issues for inclusion and provide input in the Platform development.
17. Contractor shall assist in drafting legislation, amendments, and resolutions that further the interests of the County, as well as establish a strategy for securing sponsors and co-sponsors for such legislative initiatives.
18. Contractor shall establish strategies to defeat or amend legislation and regulations unfavorable to the interests of the County.

B. Grants

1. Contractor shall propose and provide a robust grant funding strategy to assess and identify existing grant opportunities based on departments’ current funding priorities and identify strategies for new opportunities. Responsibilities shall include:
 - a. Drafting application forms as required by the appropriate committee of jurisdiction.
 - b. Developing and maintaining relationships with funding agencies.
 - c. Drafting and distributing letters of support from delegation members.
 - d. Collaborating with proper stakeholders to gain support for grant applications.
 - e. Providing ongoing training/feedback to County departments on guideline development.
2. Contractor shall notify the Legislative Affairs Unit on potential grant opportunities (recurring and competitive) on a weekly basis via email.
3. Contractor shall report annually to the Legislative Affairs Unit on the number of grant opportunities identified for each department.

**ATTACHMENT B:
COST/COMPENSATION**

Attachment A

- I. COMPENSATION:** This is a **fixed fee** Contract between County and Contractor for Federal Legislative Advocacy Services as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the total Contract amount specified below unless authorized by amendment in accordance with Paragraphs P and C of the Contract Terms and Conditions.**

II. FEES:

A.

Description	Monthly Fees	Annual Amount*
Year 1	\$ 20,000	\$240,000
Year 2	\$ 20,000	\$240,000
Year 3	\$ 20,000	\$240,000

B. Travel Expenses included

C. Travel expenses include airfare, car rental, parking and hotel accommodations. Meals are not included under travel expenses and are hereby excluded from this Contract.

- III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.
- IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, state or federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
- V. CONTRACTOR EXPENSE:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
- VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. Contractor may be entitled to reimbursement for the following, upon prior approval by County:
- 1) The actual costs of special equipment to be rented, leased or purchased by Contractor for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in advance in writing by the County Project Manager.

- 2) Other actual costs and/or payments specifically approved and authorized in writing by County Project Manager and actually incurred by Contractor in performance of this Contract.
- 3) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:
 - a. Airfare, lodging and any other necessary travel-related expenses.
- 4) Cost of copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- 5) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.
- 6) All reimbursable expenses must be itemized on Contractor invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. Contractor is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VIII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor letterhead. Each invoice will have a unique number and will include the following information:

- A. Contractor’s name and address
- B. Contractor’s remittance address, if different from (A), above
- C. Name of County agency/department
- D. Delivery/service address
- E. Contract number
- F. Service Date
- G. Description of Services
- H. Total
- I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

Attn: County Executive Office/Legislative Affairs
 400 W Civic Center Dr., 5th Floor
 Santa Ana, CA 92701
 Attn: Peter DeMarco

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**ATTACHMENT C
STAFFING PLAN**

Attachment A

I. KEY PERSONNEL

Name	Classification/Designation	Year of Experience	Years with Company	Professional Licenses or Credentials
Christopher Townsend	President	40	25	Registered Federal Lobbyist
Cori Takkinen	Vice President	15	13	Registered Federal Lobbyist
Ben Goldeen	Federal Advocacy Manager	13	3	Registered Federal Lobbyist
Alex Gibbs	Grants Manager	11	9	Registered Federal Lobbyist
Joseph Melo	Senior Associate	10	1	Registered Federal Lobbyist
Sammi Maciel	Associate	7	3	Registered Federal Lobbyist

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.