

# COPY

AGREEMENT FOR SERVICES #481-S0611  
AMENDMENT I

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This Amendment I to that Agreement for Services #481-S0611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Potomac Partners, a Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 210 D Street SE, Washington, D.C., 20003; (hereinafter referred to as "Consultant");

## WITNESSETH

**WHEREAS**, Consultant has been engaged by County to provide legislative advocacy services at the nation's Capitol for the Chief Administrative Office, in accordance with Agreement for Services #481-S0611, dated October 4, 2005, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to extend the term of said Agreement for an additional one (1) year period with no increase in compensation, hereby amending **ARTICLE II – Term**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #481-S0611 shall be amended a first time as follows:

### **ARTICLE II**


**Term:** This Agreement, as amended, shall become effective upon execution by both parties hereto and shall cover the period of October 4, 2005 through January 1, 2008.

Except as herein amended, all other parts and sections of that Agreement #481-S0611 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 12/14/06  
Jim Wiltshire, Assistant CAO

**Requesting Department Head Concurrence:**

By:  Dated: 12/28/06  
Laura S. Gill, CAO

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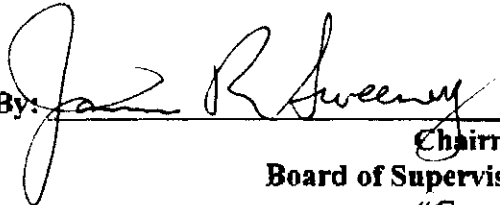
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #481-S0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--COUNTY OF EL DORADO--

Dated: 12/12/06

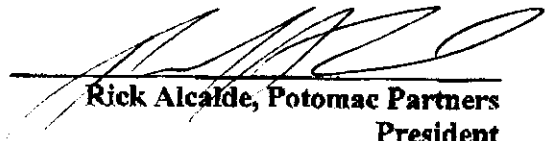
By:   
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

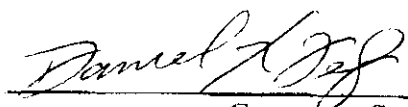
By:  Date: 12/12/06  
Deputy Clerk

--CONSULTANT--

Dated: 12/5/06

By:   
Rick Alcalde, Potomac Partners  
President  
"Consultant"

Dated: 12/5/06

By:   
Corporate Secretary  
Potomac Partners

COPY

481-80611

AGREEMENT FOR SERVICES

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Potomac Partners, a Corporation duly qualified to conduct business in The District of Columbia, whose principal place of business is 1331 H Street NW, Suite 1200, Washington D.C. 20005, (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide legislative advocacy services at the nation's Capitol; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provisions of these services provided by Consultant are in the public's best interest and that these services, are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Consultant agrees to provide legislative advocacy services (Services shall include, but not be limited to, those described in Exhibit "A").

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire (January 1, 2007).

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant ten thousand dollars (\$10,000.00) on a monthly basis. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice

detailing services rendered. The total amount of this Agreement shall not exceed \$150,000.00.

#### **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE V**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

#### **ARTICLE VI**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE VII**

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates and subConsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

#### **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget

that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE IX**

### **Default, Termination and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for

default, County reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE X**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
330 Fair Lane, Bldg A  
PLACERVILLE, CA 95667  
ATTN: Jim Wiltshire  
Assistant Chief Administrative Officer

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

Potomac Partners  
1331 H Street, NW, Suite 1200  
Washington, D.C. 20005  
ATTN: Rick Alcalde

or to such other location as the Consultant directs.

#### **ARTICLE XI**

**Indemnity:** The Consultant shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subConsultant(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full employer's liability insurance covering all employees of Consultant.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

- C. Automobile Liability Insurance of not less than \$250,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- K. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.



- L. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- N. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County within reason.

#### **ARTICLE XIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIV**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XV**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or Corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XVI**

**Year 2000 Compliance:** Consultant agrees that hardware and software developed, distributed, installed, programmed or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four digit year.

Upon written notification by the County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to the County.

**ARTICLE XVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jim Wiltshire, Assistant Chief Administrative Officer, or successor.

**ARTICLE XIII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XIX**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XX**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

**ARTICLE XXI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Department Concurrence:**

By: Laura S. Gill Dated: 10/5/05  
Laura S. Gill, Chief Administrative Officer

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Date: 10-4-05

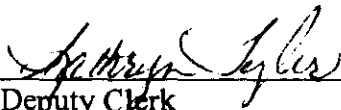
ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors

By: [Signature]  
DEPUTY 10-4-05

By: [Signature]  
JAMES V. [Signature]  
SECRETARY  
BOARD OF SUPERVISORS

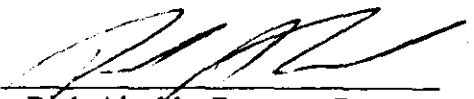
Board of Supervisors  
"County"

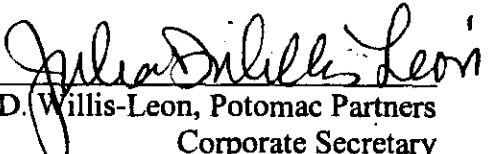
**ATTEST:**  
Cindy Keck  
Clerk of the Board of Supervisors

By:  Dated: 10-4-05  
Deputy Clerk

-- CONSULTANT --

Dated: 9/22/05

By:   
Rick Alcafe, Potomac Partners  
President

By:   
Julia D. Willis-Leon, Potomac Partners  
Corporate Secretary

# Exhibit A

## Potomac Partners

### Scope of Work

Potomac Partners is a full service advocacy firm able to negotiate with Congress, Administration and Federal agencies on behalf of the interests of El Dorado County in Washington D.C. On an on-going basis, Potomac Partners will implement a comprehensive long-term representation and lobbying program. The actions items below could be focused on a particular issue, or include all activities that would be undertaken to achieve any legislative goal of El Dorado County. In this advocacy program, Potomac Partners, in close cooperation with the Board of Supervisors, Chief Administrative Office and county department heads will:

1. Work with key staff designated by El Dorado County to translate the County's legislative objectives into specific actions to achieve specific objectives through the development and adoption of an annual Federal Platform.
2. Monitor the introduction of legislation to identify issues that potentially impact the County and refer those issues to the Chief Administrative Office for analysis of local impacts.
3. Communicate and advocate the County's positions on legislation and appropriations requests identified in the Board of Supervisors adopted federal platform to appropriate members of Congress, committees, staff and federal agencies.
4. Assist the County in developing political analyses, strategies and recommendations.
5. Work with other local organizations and nationwide coalitions to develop support for the County's policies, positions and appropriations requests.
6. Adhere to all regulations governing the activities of federal advocacy efforts to ensure the highest ethical standards attendant to representing a local public agency.
7. Assist County officials, conducting advocacy business in Washington D.C., in establishing relationships and orchestrating meetings with members of Congress and their staff to facilitate communication of the County's federal platform.
8. Be available to meet regularly with the Board of Supervisors and key county officials to discuss legislative issues. This communication could be supplemented by teleconferences and e-mail as the Board and Chief Administrative Office deems necessary.
9. Report in person to the Board of Supervisors and/or Chief Administrative Office 2 to 3 times per year on progress, achievements and development of a legislative platform.
10. Provide monthly written statements of activities undertaken on behalf of the County to demonstrate the promotion of the County's federal platform in conjunction with the monthly invoice for services rendered.