

AGREEMENT NO. __-__
(Agreement for _____)

THIS AGREEMENT (“Agreement”) is made and entered into this 26th day of August, 2025, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Nielsen Merksamer Perrinello Gross & Leoni LLP, a California Corporation (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as state legislative advocacy services; and

WHEREAS, the County desires to obtain state legislative advocacy services; and

WHEREAS, the County circulated and distributed a request for proposals, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide state legislative advocacy services for the County of Yolo, an excerpt of which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the following services in accordance with Exhibits A, and in a manner satisfactory to the County Administrative Officer or his/her written designee (“CAO”):

Contractor shall report on and advise the County on relevant State legislation, proposed and adopted, and administrative actions that affect County programs. Reporting will include:

1. Weekly
 - a. Written Report – During State legislative sessions, Contractor shall draft and submit a weekly written report of legislative activities and pending action items and hearings.
2. Monthly
 - a. Written Report – Outside of State legislative sessions, Contractor shall draft and submit a comprehensive monthly written report proposed legislation, programs, and proposals of interest to the County.
3. Annually
 - a. Intergovernmental Advocacy Policy – Provide guidance and develop Yolo County’s annual Intergovernmental Advocacy Policy.
 - b. State Budget – After release of the Governor’s Proposed Budget, May Revision and adoption of the Final Budget, the Contractor shall augment analysis with specific details of budget impacts and policy changes that will affective Yolo County programs, services, and revenue, and summary Yolo County funding allocations.
 - c. Annual Report – At the end of each legislative session, Contractor shall submit an annual report summarizing all developments, enacted legislation, representational activities undertaken, the status of all legislative priorities, and the outlook for the upcoming year to inform the development of the policy agency.
4. As Necessary
 - a. Written Report – For time sensitive items, Contractor shall draft and submit a weekly written report of legislative activities and pending action items and hearings
 - b. As requested, Contractor shall attend County meetings with the Board of Supervisors and other County personnel. The County Administrator’ s office will coordinate these meetings with the Contractor. It is estimated there will be at minimum two (2) visits per year. Meetings will entail the State budget, policy, and legislative impacts, and develop strategies to ensure County priorities are met.

B. More specifically, the Contractor shall provide the full range of services with regard to the project described above, with the focus on: (a) Acting as Yolo County’s representative to the California Legislature and the Governor’s Office; (b) Both proactively

and at the direction of the County, advise and assist the County and its Board of Supervisors in developing and executing effective legislative strategies to protect and advance the County's needs and priorities; including developing a Legislative Platform and possible updating of Legislative Priorities; and (c) Educate legislators, legislative staff, State agencies, State advisory boards/committees, and other stakeholders with legislative influence or decision-making authority on the impact of legislation on the County's ability to serve its residents. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFP Excerpt
Exhibit B	Proposal Excerpt
Exhibit C	Cost Proposal
Exhibit D	Workers Compensation Certificate

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director or his/her designee, Contractor shall be compensated as follows:

August 1, 2025 through June 30, 2026: \$6,300 per month for an annual total of sixty-nine thousand, three hundred dollars (\$69,300.00);

July 1, 2026 through June 30, 2027: \$6,300 per month for an annual total of seventy-five thousand, six hundred dollars (\$75,600.00);

July 1, 2027 through June 30, 2028: \$6,500 per month for an annual total of seventy-eight thousand dollars (\$78,000).

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed two hundred twenty-two thousand and nine hundred dollars (\$222,900.00). Upon mutual written agreement, this Agreement may be extended for two (2) additional twelve (12) month periods on the same terms and conditions as set forth herein.

D. The compensation set forth above includes reimbursement for all expenses incurred by Contractor in the performance of this Agreement.

IV. METHOD OF PAYMENT

A. Subject to Contractor's satisfactory and complete performance of all the terms and conditions of this Agreement, and upon Contractor's submission of an appropriate claim, County shall pay Contractor in accordance with the Exhibit C Cost Proposal Form, no more than a total amount of two hundred twenty-two thousand and nine hundred dollars (\$222,900) for the entire August 1, 2025 to June 30, 2028 contract term as identified in Paragraph III, above.

V. REPORTS

A. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

B. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the CAO. Upon such notification, the CAO shall either agree to the

destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from August 1, 2025 through June 30, 2028 unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction

of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the CAO.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences,

or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and

\$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – \$2,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before

commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout

the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the

County is relying on this representation in entering into this Agreement.

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Nielsen Merksamer LLP
Attn: Michelle Rubalcava
1415 L Street, Suite 1200
Sacramento, CA 95814

County: Yolo County Administrator's Office
Attn: Alexander Tengolics
625 Court Street, Room 202
Woodland, CA 95695

B. In lieu of written notice to the above addresses, any party may provide notices through the use of electronic email provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile email addresses are used:

Contractor: mrubalcava@nmgovlaw.com
County: alexander.tengolics@yolocounty.gov

C. Any party may change the address or email addresses to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further

covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVIII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend \$500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and

conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the CAO. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the

County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations

continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

C.

- 1 By signing this agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
 - d. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default;
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and
 - f. Will included a clause entitled, “Debarment and Suspension Certification”

that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By *Michelle Rubalcava*
MICHELLE RUBALCAVA
PARTNER

COUNTY OF YOLO

By _____
Mary Vixie Sandy, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:

By *Philip J. Pogledich*
Philip J. Pogledich, County Counsel

Exhibit A - RFP Excerpt



COUNTY OF YOLO

Procurement Division

Notice of Request for Proposals (RFP) For **State Legislative Advocacy Services**

Bid# RFP-2025-0020
Bid Posted: April 24, 2025

Proposal Responses Due:
June 5, 2025 at 2:00PM

County Administrator's Office
625 Court Street, Room 202
Woodland, CA 95695

RFP Coordinator: Keely Mendes
(530) 406-5774
Keel.Mendes@yolocounty.gov

TABLE OF CONTENTS

Section	Section Title	Pages
I.	Introduction	3
II.	RFP Schedule of Events	8
III.	General Instructions & Information	9
IV.	Terms and Conditions	12
V.	Instructions for Completion of Proposal	15

Exhibits:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Qualification & Experience
Exhibit "C"	Cost Proposal (County provided)
Exhibit "D"	Project Approach
Exhibit "E"	Previous Customer References (County provided)
Exhibit "F"	Signature Page (County provided)
Exhibit "G"	Non-Collusion Statement (County provided)
Exhibit "H"	Exceptions to County Agreement (County provided)

Attachments:

Attachment 1	Sample County Contract
Attachment 2	2025 Yolo County Intergovernmental Advocacy Policy
Attachment 3	Yolo County Strategic Plan 2024-2028

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo is requesting proposals from qualified firms to provide state legislative advocacy services for the Yolo County, County Administrator's Office (CAO) per scope of work, as outlined in this RFP.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP. Preference will be given to firms with experience representing rural local governments, as well as proposals offering both state and federal legislative representation and lobbying services.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1. a. Supplier, Vendor, Contractor
b. Purchase Order, Contract, Agreement
c. Services, Work, Scope, and Project
d. Bidder, Offeror, Proposer
e. Beacon, Beacon Bid
2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1. BACKGROUND

Yolo County is one of the original 27 counties created when California was established as state in 1850. Located a short distance from metropolitan hubs of Sacramento and San Francisco, Yolo County is in the rich agricultural regions of California's Central Valley and Sacramento River Delta. Home to more than 221,000 residents, Yolo County covers 1,000 square miles and employs approximately 2,000 people. The County's Fiscal Year 2024-2025 budget is \$669 million. The County's primary industry are agriculture, tourism of the rural experience, manufacturing, and distribution services.

The Board of Supervisors is comprised of five members, each elected to four-year terms. They are the legislative body of the County. The Board of Supervisors adopts policies and establishes programs that entail law and justice, health and social services, land use, transportation, water resources, air quality, flood management, agriculture, economic development, emergency services, intergovernmental relations, libraries and other areas of general governance.

The County Administrator is appointed by the Board of Supervisors as the primary county official responsible for the administration and operation of the County departments. The County Administrator's Office implements the policies of the county organization as set by the Board of Supervisors, as well as providing executive management for county departments and agencies.

The County Administrator's Office seeking a firm to provide state legislative representation in Sacramento, California, that will advocate on behalf of the County its departments on legislative and regulatory matters. The firm will assist with implementation of the County's State Legislative Agenda, and to keep the County Administrator's Office updated with relevant information about State government.

a. STATE LEGISLATIVE PRIORITIES

Yolo County's legislative priorities continue to evolve to proactively address emerging community needs and respond to recent and proposed changes to state policy.

The Board of Supervisors' 2025 Yolo County Intergovernmental Advocacy Policy (Attachment 2), is shaped by the County's Pillars in the 2024-2028 Strategic Plan (Attachment 3.)

Current priorities include, but are not limited to:

- i) Oppose unfunded mandates or other legislation which limits the County's ability to efficiently deliver services and support legislation which streamlines state-local interaction and strengthens the ability of counties to self-govern. (Thriving Residents, Safe Communities)
- ii) Support legislation that seeks to preserve open space and our environment, prevents and mitigates the effects of climate change, and furthers environmental justice. (Sustainable Environment, Thriving Residents, Flourishing Agriculture)
- iii) Continue to maintain a strong presence in the Central Valley Flood Protection Plan, Regional Flood Management Plan, and Yolo Bypass Partnership. (Safe Communities, Sustainable Environment, Flourishing Agriculture)
- iv) Secure funding for local participation in Delta and flood management policy discussions and funding for projects that provide benefits to County priorities in the Delta and Yolo Bypass. (Safe Communities, Sustainable Environment, Flourishing Agriculture)
- v) Support legislation that promotes solutions to the housing crisis, including ongoing sustainable funding for affordable housing and related infrastructure. (Thriving Residents)
- vi) Support legislation which ensures adequate funding for County administered safety net and public safety programs. (Thriving Residents, Safe Communities)
- vii) Pro-actively analyze policy proposals or legislation which affects our most vulnerable residents such as, Medi-Cal recipients, foster youth, immigrants and refugees, and the aging (Thriving Residents)
- viii) Support funding for libraries to serve as centers for early education, literacy, career support, services for vulnerable populations and other educational programs that benefit a wide range of community members (Thriving Residents)

2. OVERVIEW OF SERVICES

The selected firm will be responsible for providing legislative representation and lobbying services on behalf of the Yolo County Administrator's Office.

a. OBJECTIVES:

- i) Act as Yolo County's representative to the California Legislature and the Governor's Office.
- ii) Both proactively and at the direction of the County, advise and assist the County and its Board of Supervisors in developing and executing effective legislative strategies to protect and advance the County's needs and priorities; including developing a Legislative Platform and possible updating of Legislative Priorities.
- iii) Educate legislators, legislative staff, State agencies, State advisory boards/committees, and other stakeholders with legislative influence or decision-making authority on the impact of legislation on the County's ability to serve its residents.

b. DUTIES:

Vendor shall perform project tasks and duties both proactively and at the direction of the County which shall include, but are not limited to the following:

:

- i) Advocate on issues that directly or indirectly affect Yolo County's ability to conduct its business efficiently and cost effectively.
- ii) Provide strategic advice to best position the County with policy matters in the California state legislature, the executive branch, and regulatory agencies.
- iii) Establish, strengthen, and maintain relationships with legislators, legislative staff, State agencies, State advisory boards/committees, and other relevant stakeholders to gain support for the County's legislative priorities.
 - i. Work directly with legislators and staff, the Governor's Office, public officials and State agencies, special interest and industry groups, local governments, Administrative Office of the Courts, and other professional organizations to develop support for or opposition to proposed legislation, funding, policy, and regulatory decisions that may affect the County.
 - ii. Provide introductions to individual legislators, and arrange meetings, manage logistics, and prepare County officials for interaction with legislators, legislative staff, committees, interim work groups, and other public officials.
- iv) Schedule and/or facilitate meetings with the County and key contacts in the California state legislature, state agencies, and regulatory authorities, as needed, to ensure the County is knowledgeable about emerging state policy and funding proposals.
 - i. Coordinate and facilitate regular remote meetings with County Administrator's Office representative(s) and as necessary to provide timely updates and strategic direction.
 - ii. Attend meetings (e.g. briefings, informational meetings, public hearings, work sessions, etc.) as necessary and appropriate to influence outcomes of legislation.
- v) Assist the County in preparing position papers, securing sponsors, exhibits, testimony, correspondence, proposed bill text, and amendments as necessary.
 - i. Draft letters and talking points on legislative, regulatory, budgetary, and other issues, as necessary.
- vi) Facilitate a process to identify and prioritize bills introduced during legislative sessions which may be of interest to the County and which may require active lobbying on the County's behalf.
- vii) Review periodic revenue forecasts and the proposed annual State budget and alert the County to opportunities and obstacles.
- viii) Identify funding opportunities and assess program requirements and guidelines.

3. VENDOR MINIMUM REQUIREMENTS:

- a. Bidder's key personnel assigned to the project must be regularly and continuously engaged in the business of providing State legislative advocacy services for public agencies for at least five (5) years, this experience must be clearly stated or demonstrated in the bid response.
- b. Bidders must have been engaged in successful legislative service contracts with at least one (1) public agency, for at least two (2) years. Bidders are required to provide references demonstrating experience.

- c. Bidder must possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP

4. PREFERRED QUALIFICATIONS:

The Proposer may be evaluated higher if they meet the following qualifications:

- a. Firms with experience representing county governments
- b. Firms offering both state and federal legislative representation and lobbying services.
- c. Contractor shall have established working relationships with members of the Legislature, legislative leaders, the Governor's Administration, State agencies, and represent the County's interest with those entities.

5. DELIVERABLES / REPORTS:

Contractor shall report on and advise the County on relevant State legislation, proposed and adopted, and administrative actions that affect County programs. Reporting will include:

- a. Weekly
 - i) Written Report – During State legislative sessions, Contractor shall draft and submit a weekly written report of legislative activities and pending action items and hearings.
- b. Monthly
 - i) Written Report – Outside of State legislative sessions, Contractor shall draft and submit a comprehensive monthly written report proposed legislation, programs, and proposals of interest to the County.
- c. Annually
 - i) Intergovernmental Advocacy Policy – Provide guidance and develop Yolo County's annual Intergovernmental Advocacy Policy.
 - ii) State Budget – After release of the Governor's Proposed Budget, May Revision and adoption of the Final Budget, the Contractor shall augment analysis with specific details of budget impacts and policy changes that will affective Yolo County programs, services, and revenue, and summary Yolo County funding allocations.
 - iii) Annual Report – At the end of each legislative session, Contractor shall submit an annual report summarizing all developments, enacted legislation, representational activities undertaken, the status of all legislative priorities, and the outlook for the upcoming year to inform the development of the policy agency.
- d. As Necessary
 - i) Written Report – For time sensitive items, Contractor shall draft and submit a weekly written report of legislative activities and pending action items and hearings
 - ii) As requested, Contractor shall attend County meetings with the Board of Supervisors and other County personnel. The County Administrator's office will coordinate these meetings with the Contractor. It is estimated there will be at

minimum two (2) visits per year. Meetings will entail the State budget, policy, and legislative impacts, and develop strategies to ensure County priorities are met.

6. AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Attachment 1, Yolo County Sample Agreement.
- b. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFP document for a period of three (3) years. The agreement may be extended by mutual consent for two (2) additional twelve (12) month periods. Rates shall remain firm for the initial three (3) year term.

7. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

8. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Beacon Bid's platform (<https://www.beaconbid.com/solicitations/yolo-county/open>).

It is the sole responsibility of the proposer to ensure their proposal reaches Beacon before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Beacon at 1-888-402-2231 or suppliersupport@beaconbid.com for vendor support.

9. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on Beacon. Answers to questions submitted through Beacon shall be considered addenda to the solicitation documents.

II. SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through Beacon.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted on the Beacon website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	April 24, 2025	
2	Deadline for Bidder Questions posted on Beacon	May 22, 2025	2:00 PM
3	Deadline for County Responses to Questions on Beacon	May 26, 2025	
4	Deadline Proposal Submissions	June 5, 2025	2:00 PM
5	County Completes Evaluations	June 20, 2025	
6	Anticipated Contract Start Date	July 1, 2025	

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP COORDINATOR

The following RFP Coordinator shall be the main point of contact for this RFP:

Keely Mendes
County of Yolo Procurement Division
(530)406-5774
Keely.Mendes@YoloCounty.gov

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at: <https://www.beaconbid.com/solicitations/yolo-county/open> in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, Deadline for Questions Posted on Beacon or per any changes to Schedule of Events as posted to Beacon.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the Beacon website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk. Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment 1 before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through Beacon. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

Criteria	Points
Proposer's Concept & Understanding of the County's goals and intent of the project	20
Demonstrated Competence	20
Qualifications and Experience	35
Proposer's Approach to the Project	5
Customer References	10
Reasonableness of Costs	10
Completeness of Submitted Proposal	Pass/Fail

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

F. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

G. ADDITIONAL PURCHASES

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

H. EXTENSIONS

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

I. PRICE ESCALATION

All prices are firm for the first term of the agreement from the date of award. The Contractor may raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the allowable one (1) year extensions: Fiscal Years 2028-2029 and 2029-2030. The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

J. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order

number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

K. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

L. DEFAULT

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

M. TERMINATION FOR CONVENIENCE

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

N. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

O. ASSIGNMENT/TRANSFER/SUBCONTRACTING

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

P. F.O.B. POINT

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

Q. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;

- c. The solicitation title and due date;
- d. Name of County employee designated as the RFP Coordinator.
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County General Services Department
Procurement Division
120 W. Main St. Ste. C
Woodland, CA 95695

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFP Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item #2 Deadline for Questions Posted on Beacon.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**". Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract**". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

IV. INSTRUCTIONS FOR COMPLETION OF PROPOSAL

A. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through Beacon.

It is the sole responsibility of the proposer to ensure their proposal reaches Beacon before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact Beacon at 1-888-402-2231 or suppliersupport@beaconbid.com for vendor support. Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

1) Exhibit "A" - Proposal Transmittal Letter

- a. The proposal transmittal letter shall be signed by an official authorized to solicit business and enter into contracts for the Proposer.
- b. The letter should include the name, address, email address, and phone number of the authorized business contact.
- c. If the Proposer is submitting in conjunction with a subcontractor, information on the subcontractor shall also be included and in all relevant Exhibits.
- d. In the letter, please disclose if the Proposer (the organization, any officers of the organization, or any individuals being proposed to provide services under this RFP) have ever been suspended or debarred by any governmental entity. Explain the circumstances clearly if this is the case.

2) Exhibit "B" - Qualification & Experience

- a. Provide a brief history of the Proposer's background and services.
 - i) Include a list and background of the Proposer's and any subcontractor's active principals and identify the principal(s) that will be specifically involved with the services rendered to our department.
 - ii) Give a brief overview of your organization's history and describe how providing the services described within the RFP fit with your organization's mission and purpose.
 - iii) Describe how long the organization has been providing substantially similar services to those outlined in this RFP.
 - iv) Describe how you meet and/or exceed any minimum requirements in this RFP for a Proposer.
 - v) Clearly acknowledge and explain how your organization will comply with any requirements for a Contractor outlined in this RFP.
 - vi) Provide previous work experience.
- b. Example Legislative Platform and Advocacy Materials
 - i) Please provide a Legislative Platform and relevant advocacy materials (written comments, letters, etc.) to which your firm contributed, and describe your firm's

involvement. The ideal candidate will select materials similar to the project defined in this RFP.

- 3) Exhibit "C" - Cost Proposal (County provided)
The Cost Proposal must be recorded on the form, included as Exhibit C, or on an exact duplicate. The Cost Proposal shall specifically record the exact cost amounts proposed. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be nonresponsive and reject it.
- 4) Exhibit "D" - Project Approach
 - a. Explain how your organization will diligently approach and successfully deliver on the services being required in this RFP.
 - b. Provide any relevant information which is important to explain how your organization will ensure that services are successfully delivered and that the project will be managed in a timely manner (internal quality control measures, etc.).
- 5) Exhibit "E" - Previous Customer References (County provided)
 - a. Complete Exhibit E and provided references from at least three (3) different clients served by the Proposer during the past five (5) years, with services substantially similar to those being requested in this RFP.
 - b. Preference will be given for references from California state or local government agencies, other than Yolo County itself.
 - c. References cannot be from any individuals on behalf of Yolo County itself.
 - d. Each reference shall include the following information:
 - i) A description of the work which the Proposer provided for the Reference.
 - ii) The timeframe during which the work was performed.
 - iii) The contract value (if available).
 - iv) Any additional information the Proposer wishes to provide.
 - v) The name, email address and telephone number for a contact person from each reference.
 - e. The County reserves the right to contact references, and probably will, if it is in the County's best interest to do so.
- 6) Exhibit "F" - Signature Page (County provided)
 - a. Bidder shall complete and sign the County Signature Page
- 7) Exhibit "G" - Non-Collusion Statement (County provided)
 - a. Bidder shall complete and sign the County form
- 8) Exhibit "H" - Exceptions to County Agreement (County provided)
 - a. Vendor shall include a statement that the appropriate personnel have reviewed the Sample Agreement in the submitted proposal. Vendor shall complete and sign the Certification of Exception to RFP Documents form.

C. PRICING REQUIREMENTS

When preparing cost proposal, Contractor shall submit pricing as follows:

- 1) Pricing shall be inclusive of all personnel fees, indirect/overhead/administration costs, operating costs and travel.

EXHIBIT "D" – Project Approach

NIELSEN MERKSAMER APPROACH TO SCOPE OF WORK

Nielsen Merksamer specializes in local government-specific advocacy. We are well-positioned to provide targeted, issue-specific analysis and strategic advice to the County of Yolo. Our local government expertise combined with decades of service representing the interests of local governments prepare us to identify opportunities and challenges for Yolo and, perhaps more importantly, craft and advance practical and effective solutions in state budget and legislative forums.

Each member of the team has extensive experience in carrying to successful conclusion various legislative measures and budget proposals. We have a strong understanding of both the practical (legislative rules and timelines) as well as the political (identifying optimal authors; developing compelling testimony; and building coalitions of support) aspects of these efforts. Our clients benefit from thorough and timely analysis of state policy and fiscal matters, as well as assistance in identifying and executing strategic paths forward when obstacles are encountered. In addition to deep and varied networks of contacts among members of the Legislature and their staffs, local government associations, and an array of relevant stakeholders, the team also has a long-established, productive set of working relationships with the relevant policy and fiscal committees in the Legislature.

Additionally, Nielsen Merksamer has developed considerable expertise working within the state budget to the benefit of our clients. We are deeply familiar with mechanics and personnel who help drive the state budget process, which situates our firms to identify funding opportunities, advance client-specific budget proposals, and secure targeted investments that support the communities we represent. Given that tangible, beneficial advocacy outcomes result from direct, active advocacy with the State Legislature.

We believe that what sets us apart from other firms is our ability to dig in and truly understand the policy and issues and provide appropriate and insightful feedback to legislators and government officials. Nielsen Merksamer has a reputation for being practical, diplomatic, and credible lobbyists across our entire client base.

We note that budget efforts require early engagement with legislative staff with a refined and comprehensive proposal that has direct legislative support and/or that has regional or statewide value. Budget efforts require establishing immediate credibility for the proposals and an illustration that the advocates understand how to move the proposals through the legislative process. Because of our expertise and experience on budget issues, legislative staff is very responsive to our budget efforts.

In addition to any other assigned duties and deliverables, Nielsen Merskamer would perform the following tasks on an ongoing basis, with guidance from and in concert with Yolo County staff:

<p>Client Services</p>	<ul style="list-style-type: none"> ▪ Provide energetic and responsive legislative/regulatory advocacy services on behalf of the County. ▪ Provide strategic guidance and advice to support the County's stated legislative and regulatory goals. ▪ Assist in the editing of the County's legislative platform to guide Nielsen Merksamer's advocacy efforts. ▪ Coordinate closely with County departments and key staff on all activities associated with the County's legislative agenda and policy platform, including determining positions on relevant legislation. ▪ Meet regularly with the County Supervisors and team to provide relevant and timely updates and renew/revise advocacy strategies, as needed. ▪ Respond expeditiously to inquiries from the County's legislative delegation members, bill requests, and other outreach. ▪ Fulfill registration and reporting requirements as required by law. ▪ Provide weekly (if not more frequent) updates through Nielsen Merksamer's e-newsletter, which highlights activities in Sacramento and other developments affecting the policy making process.
<p>Direct Advocacy</p>	<ul style="list-style-type: none"> ▪ Work in collaboration with the County departments and team to advance near and long term advocacy objectives. ▪ Identify appropriate junctures in legislative and budget processes for key meetings with the Governor's office, legislative leadership, budget chairs, and officials with other relevant boards and commissions to advance advocacy priorities; secure associated meetings with identified policy targets. ▪ Arrange for appointments and meetings for County officials in Sacramento to further regulatory, legislative and budget priorities; prepare background materials, talking points, and leave-behind materials, as needed. ▪ Meet with opposition groups to understand their positions and try and find a compromise.

- Coordinate introduction of any sponsored County legislation and provide for coordinated, full-service advocacy strategy to ensure its passage.
- Undertake necessary actions to advance County-sponsored budget proposals, as directed by the County staff and other designated individuals.
- Collaborate with key contacts, build strategic allies and coalitions, analyze and identify potential threats/challenges.
- Provide strategic advice on political landscape and consideration of alternatives.
- Engage in direct lobbying both for highest priority legislation as well as for support and opposition on other measures affecting the County.
- Develop compelling, meaningful, and substantive arguments to support the County's positions on priority legislative measures and budget issues.
- Draft letters for measures with active positions for relevant policy and budget committees.
- Provide testimony at legislative and budget hearings on priority bills and budget issues.
- Meet with legislators, legislative leadership, budget/policy, and state agency staff to present the County's legislative agenda; maintain regular communication about additional issues of interest to the County.
- Negotiate amendments on behalf of the County with appropriate parties, including members and stakeholders.
- Maintain regular communication with Governor's Office and other staff in the Administration on priority issues; engage in direct lobbying particularly as bills move to the Governor's Desk.
- Make recommendations, when necessary and appropriate, to the County staff and other key department staff regarding timing and content of direct outreach to legislative members or leadership and help execute this direct lobbying strategy.
- Analyze options and execute best advocacy approach to block passage of bills or budget proposals the County opposes.
- Participate in and represent the County perspective in coalitions, working groups, and other policy conversations, as appropriate.

	<ul style="list-style-type: none"> ▪ Serve as a liaison with other statewide groups and stakeholders in coordination with County staff.
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<p>Client Communication</p>	<ul style="list-style-type: none"> ▪ Maintain regular, timely and relevant communication (written and verbal) with the County principal contact and other key staff regarding priority bills and positions; ensure our legislative strategy and approach remains aligned with the County's objectives. ▪ Review and circulate introduced legislation and amendments on all measures of likely impact. ▪ Provide timely reports on introduced and amended legislation in priority issue areas. ▪ Transmit relevant committee analyses of bills, white papers, and background research on critical policy issues. ▪ Provide policy background for legislative staff and new members on priority the County's issues. ▪ Participate in and provide accurate, timely, and well-informed updates to the County principal contact on an ad hoc basis as emergent issues may arise.
<p>Relationship and Coalition Building</p>	<ul style="list-style-type: none"> ▪ Maintain regular contact with the County's legislative delegation and, where necessary, budget committee members. ▪ Consult with County team on existing relationships and offer guidance and direction on new beneficial relationships. ▪ Sustain positive relationships with the Administration officials, including the Governor's Office, Department of Finance, and priority agency/department leadership and staff. ▪ Actively work to build coalitions with allies and other stakeholders on legislation supported by the County. ▪ Participate in County Caucus, and other meetings hosted by CSAC, UCC, and other county affiliate organizations; coordinate and collaborate with other relevant associations and stakeholders with shared interests. ▪ Participate regularly in relevant briefings and meetings as necessary.

Team Communication and Coordination	<p>Meet as a team every two weeks, if not more consistently, and communicate more frequently using more informal modes of communication, as necessary, to:</p> <ul style="list-style-type: none">➤ Share information about progress on the County's advocacy objectives,➤ Strategize about next steps,➤ Ensure responsive, high-quality and high-profile representation in the Capitol, and➤ Influence change, secure positive outcomes, and drive results beneficial to the County.
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Exhibit C

Cost Proposal Form

State Legislative Advocacy Services

	Year 1 2025-2026	Year 2 2026-2027	Year 3 2027-2028
Fixed Monthly Fee*	\$ 6,300.00	\$ 6,300.00	\$ 6,500.00
Annual Sum Total (Fixed Monthly Fee times 12):	\$ 75,600.00	\$ 75,600.00	\$ 78,000.00

*Fixed Monthly Fee is inclusive of all expenses related to the provision of services rendered under this Solicitation. The Fees identified will be the Fees throughout the life of the Contract.

EXHIBIT D
WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

CONTRACTOR

By _____

Print Name/Title