RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No___)

Request by Wagerman Associates to amend the existing Agreement for Professional Services for Legislative/Regulatory Services to include Strategic Local Government Services, LLC as an additional contractor.

Supervisor Pickard received a request from Dale W. Wagerman of Wagerman Associates requesting that the current Agreement with Wagerman Associates be amended to include Strategic Local Government Services, LLC as an additional contractor to provide services under the "Agreement for Legislative/Regulatory Services" wherein Mariposa County contracts for legislative services from Wagerman Associates. A copy of the letter from Mr. Wagerman dated July 9, 2002 and a copy of the Agreement are attached for your review. Counsel requested additional information from Mr. Wagerman relative to the request and that additional information is contained in a letter dated July 16, 2002 together with attachments from Mr. Wagerman, which is also attached for your review. If approved by the Board of Supervisors the Agreement between Mariposa County and Wagerman Associates would be amended to include Strategic Local Government Services, LLC as an additional contractor. It is the position of Mr. Wagerman that with such an amendment would come additional expertise and knowledge relative to the services performed on behalf of Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved the original Agreement with Wagerman Associates in 1995.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
July 9, 2002

Mr. Robert A. Pickard  
District 5 Supervisor  
Mariposa County  
P. O. Box 784  
Mariposa, CA 95338

Dear Bob:

As we discussed yesterday in addition to our discussion on AB 1130, I am requesting a modification to my contract. It will reflect the new alliance three firms have formed. We are, as you know, all located on an entire floor at 1414 K Street (our new building). Collectively, we specialize in representing local government interests, particularly counties. We have seven lobbyists that can and have worked on your issues.

My request is to amend the contract in the preamble with the following:

Add to “Wagerman Associates, Inc.” and Strategic Local Government Services, LLC (hereafter known as “Contractors”), and add to signature block the following:

Strategic Local Government Services, LLC

Paul Yoder  
Manager

Sincerely,

Dale W. Wagerman  
President & CEO
Agreement for Professional Services for Legislative/Regulatory Services

THIS AGREEMENT is entered into this \( \frac{5}{15} \) day of January, 1995, by and between the County of Mariposa (hereinafter called "COUNTY") and Wagerman Associates, Inc. (hereinafter called "CONTRACTOR").

Pursuant to Government Code: Section 31000, the COUNTY may employ professional experts on a temporary basis for services enumerated therein and may contract with an independent contractor for the furnishing of such services; and

It is necessary and desirable that CONTRACTOR be employed for the purpose of performing the professional services hereinafter described.

IT IS HEREBY AGREED by the parties hereto as follows:

1. **Services to be Performed by CONTRACTOR.**

   In consideration of the payments hereinafter set forth, CONTRACTOR shall provide services as described in Attachment 1. CONTRACTOR covenants that the principals who will be providing the special services are persons specially trained, experienced, expert, and competent to provide the services as described in Attachment 1.

2. **Payments.**

   In consideration of the services rendered to the above, COUNTY shall pay to CONTRACTOR a monthly payment of One Thousand Eight Hundred Seventy-Five Dollars ($1,875.00) but in no event shall such sum exceed Twenty-Two Thousand Five Hundred Dollars ($22,500.00)
annually, including costs and supplies. Payment shall be made on the first day of each month beginning December 1, 1995, or as soon thereafter as a warrant can be issued.

3. Relationship of the Parties.

In the performance of the work, duties and obligations devolving upon him under this agreement, it is mutually understood and agreed that CONTRACTOR is an independent CONTRACTOR. COUNTY shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform his professional instruction, work and functions. The sole interest and responsibility of COUNTY is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. Standards of practice of CONTRACTOR shall be determined by all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to the subject matter of this agreement.

4. Hold Harmless and Indemnification.

The CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all CONTRACTORS, subcontractors, materialmen, laborers, or any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONTRACTOR in the performance of this contract.

The CONTRACTOR agrees to maintain a comprehensive general
SERVICES

I. REPRESENTATION

A. Site visits to ascertain Mariposa County’s needs, establish legislative platform, and indicate major Legislative/regulatory changes as they affect Mariposa County.

B. Represent specific interests with Legislature and with administrative agencies.

C. Sponsor, support, amend, or oppose legislation or regulations to benefit Mariposa County.

II. INFORMATION

A. Regular reports on legislation or, regulations indicating impact on Mariposa County.

B. Response to any questions from Members of Board of Supervisors, Administrative Officer, or designated county officials.

C. Specific analysis of legislation or regulation as to impact on Mariposa County.

D. Assist county departments on means to maximize state and federal funding of county programs.

III. ACCESS

A. Access to legislators In addition to county delegations, and legislative staff for Board of Supervisors, Administrative Officer, and department heads.

B. Access to key administrative officials.

C. Access to other associations, including CSAC, to assure Mariposa County input.

D. Access to office and conference space when in Sacramento.

IV. TRAINING

A. Training of designated county staff in the legislative and regulatory process to maximize county resources.

B. Training how to implement both legislative and regulatory changes.
liability insurance policy in an amount not less than a combined single limit of One Million Dollars ($1,000,000.00), and to name the COUNTY as an additional insured.

5. Term of the Agreement.

The initial term of this Agreement shall be from January 1, 1996 through December 31, 1996. This agreement shall be automatically renewed each year thereafter unless written notice of termination is mailed by either party ninety (90) days prior to the end of the contract year then in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signature hereto the day and year first written above.

COUNTY OF MARIPOSA

Chair, Board of Supervisors

ATTEST

Clerk, Board of Supervisors

WAGERMANN ASSOCIATES, INC.

By

Title

EIN 68-0071642

I.D. or Social Security Number
APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL
By

APPROVED AS TO ACCOUNTING FORM:
AUDITOR-CONTROLLER
By

APPROVED AS TO FORM (CAO):
By

ACCOUNT NUMBER


July 16, 2002

Jeff Green, County Counsel
Mariposa County
P. O. Box 784
Mariposa, CA 95338

Dear Jeff:

This letter is in response to your request for me to put in writing my request for a contract modification. You also asked for both my reasons for this request and background information on the two firms that are part of our new strategic alliance.

First, some brief background information. I currently represent some counties with Peterson Consulting, Inc. (Don Peterson), and Peterson Consulting represents some counties with Shaw/Yoder, Inc. (Paul Yoder and Josh Shaw). Collectively, our three firms represent 22 counties. We are now housed together and work on issues of mutual interest to our counties, such as the Williamson Act, which was a potential loss of $200,000 to Mariposa. We share the entire third floor in our new building and have reduced costs by shared overhead. With the three firms, the County will have 7 lobbyists extremely well grounded in county representation. It is a very positive and exciting new concept, and, based on the first three months, a very successful one as well.

We are still three separate firms, but PCI and SYI have joined as an LLC to be added to Wagerman Associates’ contracts. What I am requesting is that the Strategic Local Government Services, LLC be added to my contract with Mariposa County.

Butte, Siskiyou and Tulare counties are in the process of taking this action. The San Joaquin Air District and the 1937 Act Retirement Association have already done so. We will shortly be doing the same with Madera County. We know that this joint effort is an innovative concept that will clearly benefit the County. It is an enormous expansion of services at no additional costs.

I have attached the two firms in the LLC’s client lists for additional information. Let me close by the comment that we are very proud of our record on behalf of the County (unincorporated counties, Stayner trial, Creek project, etc.), and this action is just one more effort on our part to continue to improve and expand the services that we provide.

Sincerely,

Dale W. Wagerman
President & CEO

1414 K Street, Suite 300 • Sacramento, California 95814 • (916) 441-1850 • Fax (916) 441-6178
E-mail: wagloby@ix.netcom.com • Website: www.wagerman.com
Lobbying Activity

PETE RSON CONSULTING, INC.

View:
- General Information
- Financial Activity

Legislative Session:
- Current Session - 2001/2002
- Previous Session 1999/2000

Lobbying firms contract to represent one or more clients. The firm’s clients here.

ADDRESS
1414 K STREET, SUITE 300
SACRAMENTO, CA 95814
Phone: (916)441-4424

RESPONSIBLE OFFICER
DONALD F. PETERSON, PRESIDENT

REGISTRATION DATE
1/1/2001

FIRM’S LOBBYISTS

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<td>PETERSON, DAVID E.</td>
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FIRM’S CLIENTS

| NAME             | START DATE | TERMIN | |
|------------------|------------|--------|
| BUTTE, COUNTY OF | 1/1/2001   |        |
| COLUSA, COUNTY OF | 1/22/2002 |        |
| COUNTY MEDICAL SERVICES PROGRAM | 1/1/2001 |        |
| DEL NORTE, COUNTY OF | 1/1/2001 |        |
| EL DORADO, COUNTY OF | 1/1/2001 |        |
| FRESNO, COUNTY OF | 1/1/2001   |        |
| HUMBOLDT, COUNTY OF | 1/1/2001 |        |
| MENDOCINO, COUNTY OF | 1/1/2001 |        |
| MERCED, COUNTY OF | 1/1/2001   |        |
| NAPA, COUNTY OF  | 1/1/2001   |        |
NEVADA, COUNTY OF 7/3/2001
PLACER COUNTY TRANSPORTATION PLANNING AGENCY 3/5/2001
PLACER, COUNTY OF 1/1/2001
SAN JOAQUIN, COUNTY OF 1/1/2001
SAN LUIS OBISPO, COUNTY OF 1/1/2001
SHASTA, COUNTY OF 1/1/2001
SHAW/YODER, INC. 1/1/2001
SIVERLING, WILLIAM H. 1/1/2001
SONOMA COUNTY WATER AGENCY 1/1/2001
SONOMA, COUNTY OF 1/1/2001
STANISLAUS, COUNTY OF 1/1/2001
WAGERMAN ASSOCIATES, INC. 1/1/2001
YOLO, COUNTY OF 1/1/2001
YUBA COUNTY WATER AGENCY 1/1/2001 1/1/2001
YUBA, COUNTY OF 1/1/2001 1/1/2001
YUBA, COUNTY OF, AND THE YUBA COUNTY WATER AGENCY 1/1/2001
Lobbying Activity

SHAW/YODER, INC.

View:
- General Information
- Financial Activity

Legislative Session:
- Current Session - 2001/2002
- Previous Session 1999/2000

ADDRESS
1414 K STREET, SUITE 320
SACRAMENTO, CA 95814
Phone: (916)446-4656

Filing History

RESPONSIBLE OFFICER
PAUL J. YODER, PRESIDENT/CHIEF FINANCIAL OFFICER
REGISTRATION DATE
1/1/2001

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<td>CORBETT &amp; ASSOCIATES, MICHAEL Y.</td>
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<td>FLUOR ENTERPRISES, INC.</td>
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PETerson Consulting, Inc.  1/1/2001
Placer County Transportation Planning Agency  3/5/2001
San Mateo County Transit District  1/1/2001
Santa Cruz Metropolitan Transit District  1/1/2001
Santa Monica, City Of  1/1/2001
Solano Transportation Authority  1/1/2001
Solano, County Of  1/1/2001
SOLID WASTE ASSOCIATION OF NORTH AMERICA, CALIFORNIA CHAPTERS  1/1/2001
Sonoma County Water Agency  1/1/2001
Sonoma, County Of  1/1/2001
Wagerman Associates, Inc.  4/12/2002
Wasco, City Of  2/6/2001  11/30/
Yolo, County Of  1/1/2001
Yuba, County Of, And The Yuba County Water Agency  1/1/2001