


W. 3. B. 3

AGENDA COVER MEMORANDUM

AGENDA DATE: October 29, 2008

PRESENTED TO: Board of County Commissioners

PRESENTED BY:  David Garnick, Budget/Financial Planning Manager

AGENDA TITLE: **IN THE MATTER OF TRANSFERING \$22,050 FROM THE SERVICE STABLINZATION RESERVE INTO MATERIALS & SERVICES FOR A CONTRACT WITH SMITH DAWSON AND ANDREWS TO CONTINUE FEDERAL LOBBYING EFFORTS**

I. MOTION

MOVE APPROVAL OF THE ORDER TRANSFERING \$22,050 FROM THE SERVICE STABLINZATION RESERVE INTO MATERIALS & SERVICES FOR A CONTRACT WITH SMITH DAWSON AND ANDREWS TO CONTINUE FEDERAL LOBBYING EFFORTS

II. ISSUE

A one year agreement totaling \$44,100 with Smith, Dawson & Andrews (SDA) has been drafted to continue the provision of lobbying efforts in Washington D.C. on a wide array of issues. While the amount and duration are within the County Administrator's authority, Board approval is required to transfer funds from the Service Stabilization Reserve to pay for the contract.

III. DISCUSSION

A. Background

Smith, Dawson & Andrews has performed federal lobbying efforts on the county's behalf for many years. Contractual agreements are typically one year in length and are renewed each year based upon the contractor's performance and extensive knowledge of Lane County's issues.

Funding for this contract was originally removed from the Proposed Budget as that budget was supposed to reflect the worst case funding scenario.

B. Analysis

Even with the temporary renewal of Secure Rural Schools funding, the list of issues facing Lane County at the federal level has not diminished. The issues include, but are not limited to, federal cap and trade proposals, reauthorization of the Federal Highway Act, and extension of the Secure Rural Schools federal funding. The County also relies on SDA to alert us about emerging issues and funding opportunities, key congressional committees and individual members important to the County, and federal administrative processes that could affect Lane County in positive or negative ways. Smith Dawson and Andrews also conducts training for county officials on how to develop effective federal appropriation requests during the firm's annual visit to Eugene and coordinates our visit to Congress during the annual United Front trip.

The amount of the contract proposed for FY 08-09 is the same amount paid last year or \$44,100. This amount will be split 50/50 between the General Fund and Road Fund. As previously stated, this amount was originally removed from the Proposed Budget when the direction from the Board of Commissioners was to prepare a worst case budget based upon the complete loss of Secure Rural Schools funding.

In each of the last five years analyzed, the amount of dollars returned to the County as a result of SDA's lobbying efforts has been at least five times the amount spent on the contract and in most years has far exceed that amount. Funding to cover the General Fund share of \$22,050 can be taken from the Service Stabilization Reserve without affecting the required 10% Prudent Person Reserve.

C. Alternatives/Options

1. Approve the order transferring funding from the Service Stabilization Reserve to continue the federal lobbying efforts.
2. If funding is not approved, the county will no longer have any presence in Washington D.C. looking out for the county's best interests.

D. Recommendation

Staff recommends approval of Option 1.

IV. IMPLEMENTATION/FOLLOW-UP

Following Board action, a contract amendment with Smith, Dawson & Andrews will be processed.

V. ATTACHMENT

Board Order

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER

) **IN THE MATTER OF TRANSFERING**
) **\$22,050 FROM THE SERVICE**
) **STABILIZATION RESERVE INTO**
) **MATERIALS & SERVICES FOR A**
) **CONTRACT WITH SMITH DAWSON**
) **AND ANDREWS TO CONTINUE**
) **FEDERAL LOBBYING EFFORTS**

WHEREAS, the lobbyist firm of Smith, Dawson and Andrews has successfully represented the county's interests in Washington D.C. for many years and has assisted the county during its visits to the nation's capitol while on its annual United Front trip; and

WHEREAS, it is clear that the county has a continuing need for professional lobbying services and the return on prior year contracts has been at least five times greater than the amount spent on the contract; and

WHEREAS, the cost of this \$44,100 contract will be shared 50/50 with the County Road Fund to bring the General Fund share down to only \$22,050; now, therefore,

IT IS HEREBY ORDERED, that \$22,050 be transferred from the General Fund Service Stabilization Reserve in General Expense to the Materials and Services category to continue federal lobbying efforts in Washington D.C. from July 1, 2008 through June 30, 2009.

Dated this ____ day of _____, 2008.

Faye Stewart, Chair
Lane County Board of County Commissioners

APPROVED AS TO FORM

Date 10/24/08 by County

JK
OFFICE OF LEGAL COUNSEL

IN THE MATTER OF TRANSFERING \$22,050 FROM THE SERVICE STABILIZATION RESERVE INTO MATERIALS & SERVICES FOR A CONTRACT WITH SMITH DAWSON AND ANDREWS TO CONTINUE FEDERAL LOBBYING EFFORTS

LANE COUNTY PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and Smith, Dawson, & Andrews, hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the type of professional services, knowledge, skills and experience possessed by CONTRACTOR, now, therefore, in consideration of the sum not to exceed \$44,100, CONTRACTOR agrees to perform during the period from July 1, 2008 through June 30, 2009, the following professional services:

1. Monitor and inform Lane County of legislation that impacts its financial stability and the delivery of services to its citizens. Develop and implement lobbying strategies that would most benefit Lane County in these matters. Examples may include, but are not limited to, such things as federal timber receipts and road funds.
2. Additional items include, but are not limited to, those items shown on Attachment "A".

Fees shall be payable in equal installments of \$11,025 on the first day of each new quarter (July 1; October 1; January 1; April 1). Payment will be due within 30 days of each invoice.

In performing the above services it is understood and agreed that:

1. The performance of this contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort claims Act or provisions of any other contract, CONTRACTOR is acting as and assumes liability of an independent contractor as to any claims between COUNTY and CONTRACTOR. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.

2. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees' Retirement System or Oregon Public Service Retirement Plan benefits from this contract payment.

3. CONTRACTOR is not currently employed by COUNTY, and will not be under direct control of COUNTY.

4. The CONTRACTOR, its subcontractors, if any, and all employees working under this contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide Workers'

Compensation coverage for all of their subject workers or be exempt under ORS 656.126.

5. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

6. The applicable provision of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

7. The CONTRACTOR agrees to defend, indemnify and hold Lane County, its officers, employees, and agents harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the negligent performance or failure to perform by the CONTRACTOR, its officers, employees, or agents under this contract.

8. CONTRACTOR shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.

9. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify Lane County Risk Manager, 125 E. 8th Av., Eugene, Oregon, 97401, or any material reduction or exhaustion of aggregate limits. Should any policy be cancelled before final payment by Lane County to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the costs thereof from an sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and charge the cost thereof to the CONTRACTOR.

10. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

11. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:

(a) To the best of the CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and

(b) **CONTRACTOR** has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

12. **CONTRACTOR** shall have all licenses and permits necessary to perform this contract.

13. The **COUNTY** shall not be obligated to pay any amount greater than that stated above.

14. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties.

15. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- (a) The location of the arbitration shall be in Eugene, Oregon;
- (b) Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- (c) Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- (d) Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

16. The parties may jointly agree to terminate this agreement and upon the terms of such termination. The **COUNTY** may terminate this contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving **CONTRACTOR** 30 days written notice.

17. **Waiver.** Failure of the **COUNTY** to enforce any provision of the contract shall not constitute a waiver or relinquishment by the **COUNTY** of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

18. **Severability.** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision to be invalid.

19. **Entire Agreement.** This Agreement and the Schedules attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings,

or agreements, whether oral or written, relating to the subject matter hereof. All prior or contemporaneous representations, understandings, or agreements, whether oral or written, that are not expressly set forth within the four corners of this Agreement are hereby deemed waived, superseded and abandoned.

LANE COUNTY, OREGON

DATE: _____

By: _____
Jeff Spartz
County Administrator

CONTRACTOR

DATE: _____

By: _____

Title: _____

Address: _____

Business ID No.: _____

ATTACHMENT "A"

The federal priorities for Lane County Government are provided below. These should constitute the vast majority of Smith, Dawson and Andrews work on behalf of Lane County for the duration of this contract, with the caveat that we also rely on the SDA staff to alert us to emerging issues and funding opportunities, key Congressional committees and individual members important to Lane County, and federal agency administrative processes that could effect Lane County.

1. Monitor and support efforts that are related to federal cap and trade proposals. Ensure that emerging legislation addresses revenue sharing with Lane County from offset or other sequestration related revenue generated on federal lands. SDA will need to be familiar with cap and trade issues arising within Oregon, specifically with regard to the Western Climate Initiative.
2. Support the re-authorization of the Federal Highway Act. SDA will need to be familiar with transportation issues arising within Oregon, specifically with regard to ODOT earmark policies and the Governor's transportation priorities.
3. Monitor and support efforts that seek re-authorization or extension of the "Secure Rural Schools" federal timber safety net payments.
4. On a timely basis, alert Lane County to federal funding opportunities in the arenas of public health, public safety, and transportation. Provide assistance in reviewing funding applications or troubleshooting administrative issues related to grants and earmarks.
5. Conduct training for County officials on how to develop effective federal appropriations requests during the firm's annual visit to Eugene. Provide continuing advocacy for the appropriations requests submitted by Lane County for federal appropriations earmarks, grants and awards.
6. Provide general advocacy and support. Includes, but is not limited to, developing effective communications tools, events, activities and opportunities to inform members about Lane County; providing satisfactory access to assigned members and their staffs on issues related to Lane County; coordinating logistics and participating or initiating communications channels within the lobbying corps and Lane County officials.
7. Other issues that may arise.