

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Council

**DATE:** October 15, 2019

**REQUESTED ACTION:**

Approval of the contract for state legislative lobbying services for the period of January 1, 2020 through December 31, 2022.

Consent     Hearing     County Manager

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**BACKGROUND**

The county current has a contract with Gordon Thomas Honeywell – Government Affairs to provide lobbying services in the Washington State Legislature. The current contract is set to expire December 31, 2019.

The proposed contract is a 3-year term, commencing January 1, 2020 and ending December 31, 2022, with the option for one-year renewals thereafter by mutual agreement.

The proposed compensation is:

- January 1, 2020 – December 31, 2020: \$6,695 per month + \$2,500 annual for reimbursable expenses;
- January 1, 2021 – December 31, 2021: \$6,895 per month + \$2,500 annual for reimbursable expenses;
- January 1, 2022 – December 31, 2022: \$7,101 per month + \$2,500 annual for reimbursable expenses.

The scope of the contract (i.e. the services provided) is the same as the current 2019 contract.

**COUNCIL POLICY IMPLICATIONS**

None.

**ADMINISTRATIVE POLICY IMPLICATIONS**

None.

**COMMUNITY OUTREACH**

None.

**BUDGET IMPLICATIONS**

YES	NO	
	X	Action falls within existing budget capacity.

X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	\$82,840 for 2020. This is an increase of \$4,840 over 2019 expenses.
Grant Fund Dollar Amount	
Account	General Fund
Company Name	

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

*Lindsey J Shafar*  
 Lindsey Shafar  
 Senior Policy Analyst

*Shawn Hennessee*  
 Shawn Hennessee  
 County Manager

Primary Staff Contract Name and Extension: Lindsey Shafar, x4157

APPROVED: *[Signature]*  
 CLARK COUNTY, WASHINGTON  
 CLARK COUNTY COUNCIL

DATE: OCT. 15, 2019

SR# 132-19



APPROVED: *[Signature]*  
 Shawn Hennessee, County Manager

DATE: 10-15-19

**BUDGET IMPACT ATTACHMENT**

**Part I: Narrative Explanation**

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Monthly expenses pursuant to the attached contract.

**Part II: Estimated Revenues**

Fund #/Title	2017-2018 Biennium		2019 Annual Budget		2020 Annual Budget	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)

No revenue.

**Part III: Estimated Expenditures**

III. A – Expenditures summed up

Fund #/Title	FTE's	2017-2018 Biennium		2019 Annual Budget		2020 Annual Budget	
		GF	Total	GF	Total	GF	Total
General Fund						\$82,840	
<b>Total</b>							

III. B – Expenditure by object category

Fund #/Title	2017-2018 Biennium		2019 Annual Budget		2020 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual					\$82,840	
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>						

## **PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT, is made by and between CLARK COUNTY, WASHINGTON, herein "County", a municipal corporation of the State of Washington, and Gordon Thomas Honeywell Government Affairs, herein "GTH-GA."

### **WITNESSETH**

WHEREAS, Clark County requires representation in legislative affairs in the State of Washington; and

WHEREAS, GTH-GA has the expertise in representing local governments in varied legislative matters.

NOW, THEREFORE,

THE COUNTY AND GTH-GA MUTUALLY AGREE AS FOLLOWS:

1. **Services:** GTH-GA shall perform professional services for the County as follows:
  - a. GTH-GA will serve as lobbyist for Clark County to the state legislature. The firm will articulate and promote the County's policies and initiatives with said legislative body.
  - b. As the County's lobbyist, GTH-GA shall provide critical information and recommendations to the County Council, the County Manager, and County staff as appropriate regarding pertinent legislative and state agency matters.
  - c. GTH-GA's primary responsibility will be to represent the County's interest during the annual sessions of the Washington State legislature. Services provided through this contract include, but are not limited to:
    - i. Report to the Clark County Council and the County Manager, and work closely with county staff as appropriate, to identify and anticipate legislative issues which impact Clark County;
    - ii. Proactively and creatively develop a legislative agenda that addresses critical issues related to Clark County specifically, and counties generally;
    - iii. Serve as Clark County's advisor about the impact of proposed legislation upon Clark County and maintain a tight working relationship with legislators, legislative staff, other state agencies, and associations and caucuses;
    - iv. Meet as needed with the County Council, the County Manager, and appropriate staff to provide advice on prioritizing legislative goals and on legislative issues;
    - v. Communicate and coordinate with other counties and with other organizations that interact with local governments, including but not limited to the Washington State Association of Counties;

- vi. Personally meet with appropriate legislators and legislative staff to advocate Clark County's positions and to increase awareness and support for Clark County, and to maximize opportunities to advance Clark County's annual legislative agenda;
- vii. Represent Clark County by responding to questions/concerns of legislators, regulators, and their staff, both during the legislative session and the legislative interim. This includes the preparation and presentation of Clark County's positions before legislative committees, working groups, state agencies, task forces, and other forums;
- viii. Monitor the legislative processes and alert the Clark County Council, the County Manager, and other appropriate county staff of legislative developments, including the introduction of legislation and scheduled hearings that could affect Clark County's legislative agenda;
- ix. Identify and lobby defensively on legislation introduced that would negatively impact Clark County;
- x. Work with the County Council and the County Manager in arranging lobbying visits to Olympia for the Councilors and appropriate county staff;
- xi. Provide regular progress reports to the Clark County Council and the County Manager and other staff as needed. This includes a verbal progress update to the Council and County Manager at least once per week while legislators are in session;
- xii. Draft proposed legislation and perform related research. This includes securing sponsorship and introduction of legislation of concern to Clark County;
- xiii. Develop and lobby for appropriations in the operating, transportation, and capital budgets that are either part of the Clark County legislative agenda or would benefit Clark County;
- xiv. Identify proposed state regulatory changes and rulemaking that may impact Clark County;
- xv. Attend all hearings and meetings on critical issues as required; and
- xvi. Register as the County's lobbyist with the Public Disclosure Commission and file all required reports with the Public Disclosure Commission.

2. Time: The contract is effective beginning January 1, 2020 and expires December 31, 2022. The contract may be renewed for successive periods, of a minimum of a one-year period in duration, by mutual agreement of the County and GTH-GA.

3. Compensation: County shall pay GTH-GA for performing said services as follows:

- a. ~~February 1, 2019~~ thru ~~December 31, 2019~~ - \$6695 per month;
- b. January 1, <sup>2021</sup>~~2020~~ thru December 31, <sup>2021</sup>~~2020~~ - \$6895 per month;
- c. January 1, <sup>2022</sup>~~2021~~ thru December 31, <sup>2022</sup>~~2021~~ - \$7101 per month.

The County shall reimburse the Contractor up to \$2,500 annually for communication and travel expenses such as:

- a. A portion of WSAC conference costs (pro-rata share with other county clients);
- b. A portion of cell phone costs (pro-rata share with other clients);
- c. Travel meals; and,

- d. Mileage and per-diem reimbursement for assigned travel which shall be based on the County's established reimbursement rates.

Said compensation shall be paid each month based upon invoices submitted by GTH-GA.

4. **Termination:** The County may terminate this contract with ninety-day notice or any breach by contractor in the duties of the contract as set for herein. The waiver by the County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. GTH-GA shall be paid for services rendered up to the date of termination.
5. **Changes:** The County may, from time to time, require changes in the scope of the services to be performed under this agreement. Such changes, including any increase or decrease in the amount of GTH-GA's compensation, which are mutually agreed upon by and between the County and GTH-GA, shall be incorporated in written amendments to this agreement.
6. **Independent Contractor/Conflict of Interest:** GTH-GA shall always be an independent contractor, and no employees of GTH-GA shall be considered an employee of the county, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein. GTH-GA is entitled to perform services for other clients provided such representation does not result in a conflict of interest with those services provided in accordance with the terms and conditions of this agreement. GTH-GA agrees that it does not have any current interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required by this agreement.
7. **Confidentiality:** With respect to all information relating to the County that is confidential and clearly so designated, GTH-GA agrees to keep such information confidential.
8. **Indemnification Clause:** GTH-GA does release, indemnify, and promise to defend and save harmless the County, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of services pursuant to this contract. In making such assurances, GTH-GA specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of GTH-GA and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County. Provided, however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, employees, and agents.
9. **Wage and hour compliance:** GTH-GA will comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees.
10. **Social Security and other taxes:** GTH-GA assumes full responsibility for the payment of all payroll, use, sales, income or other taxes, and fees, licenses, or excises required by GTH-GA and its employees in the fulfillment of this agreement.

11. Equal Employment Opportunity: GTH-GA will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, handicap, marital status, or national origin.
12. Governing Law: This agreement shall be governed by the laws of the State of Washington. Venue for any litigation will be Clark County, Washington.
13. Complete agreement: This agreement contains the complete terms of the agreement between the parties, and supersedes any understandings, agreements, or negotiations, whether oral or written, not set forth and written herein.
14. Severability: If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

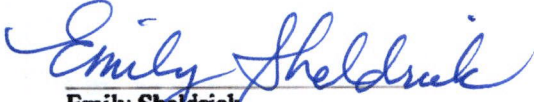
IN WITNESS THEREOF, County and GTH-GA execute this agreement on the date noted below:

Attest:  
  
 Clerk to the Council

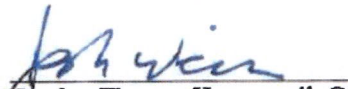

CLARK COUNTY COUNCIL  
 CLARK COUNTY, WASHINGTON

  
 Eileen Quiring, Chair

APPROVED AS TO FORM:

  
 Emily Sheldrick  
 Chief Civil Deputy Prosecuting Attorney

\_\_\_\_\_  
 Temple Lentz, District 1

  
 Gordon Thomas Honeywell, Government Affairs  
 By:  Vice President

\_\_\_\_\_  
 Julie Olson, District 2

10/1/19  
 DATE

\_\_\_\_\_  
 John Blom, District 3

\_\_\_\_\_  
 Gary Medvigy, District 4

