

EXHIBIT A-4

SERVICES AGREEMENT FOR SUPPLEMENTAL SERVICES TO SUPPORT STATE LEGISLATIVE ADVOCACY

Solano County Board of Supervisors (Board)

And

Shaw Yoder Antwih Schmelzer & Lange Inc. (SYASL)

AGREEMENT:

Section 1. Supplemental Support for State Legislative Advocacy Services.

SYASL will provide the Solano County Board of Supervisors with supplemental state legislative advocacy services to assist in preparing legislative analysis, legislative committee agenda materials, position tracking by affiliated state associations and letter writing on budget and legislative matters. One half time staff position will be allocated dedicated for this work by SYASL.

Specifically, the following items will be reported to the County Administrator's Office in timely intervals:

1. Concise summary of key legislation;
2. Regularly updated reports of legislation authored by the Solano County Delegation;
3. A report of Solano-County specific legislation noting any county position, along with additional information regarding the position of Solano-based interests as well as the positions of statewide associations;
4. A report of Solano-County specific legislation sorted by subject matter (i.e. land use, health and social services, housing);
5. Complete weekly summaries of major issues address in Sacramento by the Administration and legislature along with any developments of note for the Solano County delegation;
6. Detailed notes from the Monday County Caucus meetings;
7. A clear log of activity on legislation, noting dates of consideration by the Legislative Committee and Board, a history of amendments on bills that are of

- interest to the County, noting if the amendments address concerns voiced by the Board;
8. Immediate notification if a bill on which the County has a position (support/oppose/watch) with an analysis indicating if the amendment may impact the Board's position on the matter.

Section 2. Term.

The Agreement will be effective upon execution by both parties from November 5, 2019 to December 31, 2020, unless terminated earlier as provided in Section 7 below.

The Agreement may be extended on a month to month basis with the consent of both parties.

Section 3. Compensation for Services.

In consideration for the supplemental services to be provided by SYASL the Board will pay \$3,000.00 on or about the first of each month. SYAI shall furnish an invoice to THE BOARD, monthly, for this amount.

SYASL shall not bill for expenses unless approved in advance by the Board.

Section 4. California Political Reform Act.

Under California law there are various reporting and record keeping requirements imposed on persons, organizations and local governments which attempt to influence state legislative and regulatory-activity. These requirements apply to the services to be provided under this Agreement. Therefore, as part of this Agreement, the Board will assume obligations to comply in all respects with the applicable provisions of the Government Code, including timely filing of required reports with the California Secretary of State as it relates to THE BOARD's obligations. SYASL will assume obligations to comply with all aspects of the applicable provisions of California law regarding its lobbying activities. Upon request, SYASL will assist THE BOARD with its compliance in such matters.

Section 5. Confidentiality.

Any material provided by the Board to SYASL, or by SYASL to the Board, shall be treated as confidential unless indicated otherwise.

Section 6. Conflicts of Interest.

SYAI is sensitive to issues posing a real or perceived conflict of interest. If a conflict is suspected or becomes apparent either to SYASL or the Board, the discovering party will immediately inform the other, and discussions will immediately ensue with the purpose of resolving the issue of conflict.

Section 7. Termination.

Either party may terminate this agreement on thirty (30) days written notice to the other, or immediately for cause. In the event of early termination, all outstanding fees and authorized expenses will become due and payable.

Section 8. General Agreement Provisions.

This Agreement sets forth the entirety of the understanding between SYASL and the Board. Any revisions or amendments hereto are effective only when confirmed by both parties in writing. Any contemplated notices must be in writing and properly mailed or faxed to the other party. In the event of any legal action related to this Agreement, the prevailing party will be entitled to an award of its court costs and reasonable attorney's fees. This Agreement is not assignable by either party without the consent of the other party. SYASL agrees not to delegate any of its obligations hereunder without prior consent. Each party agrees to provide the other party with such drafts, documents, legislation or other materials as may reasonably be thought to be necessary or advisable to facilitate the objectives of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year hereinabove written.

Shaw Yoder Antwih
Schmelzer & Lange Inc. (SYASL)

Solano County Board of Supervisors

Karen Lange
Partner, SYASL

Date: _____

Name:

Title:

Date: _____