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OFFICE OF THE
CITY MANAGER

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 101
915 I STREET
SACRAMENTO, CA
95814-2684

August 13, 1991

916-449-5704
FAX 916-449-8618

City Council
Sacramento California

Honorable Members in Session:

SUBJECT: AGREEMENT WITH SACRAMENTO COUNTY TO SHARE COSTS OF
LEGISLATIVE ADVOCACY SERVICES RELATIVE TO MILITARY BASE
CLOSURES

LOCATION

Citywide impact

SUMMARY

This report requests the approval of an agreement with the County of Sacramento to share the cost of legislative advocacy services relative to military base closures.

STAFF RECOMMENDATION

It is recommended that City Council authorize the City Manager to amend the existing agreement with the County to reimburse the County for prior legislative advocacy services (\$25,000). It is further recommended that the agreement be amended to cover bid development services (\$12,500) based on the approval of equal funding by the County Board of Supervisors .

BACKGROUND

Last October the City Manager agreed to share the costs of a lobbyist with the County and the City of Roseville. The contract provided legislative advocacy services at a rate of \$125 per hour not to exceed \$50,000. The City of Roseville contributed \$7,500 and the City and County each agreed to pay \$21,250.

In April 1991, the initial \$50,000 was exhausted. Due to the need for continued effort in this area, the County of Sacramento

APPROVED
BY THE CITY COUNCIL

AUG 13 1991

OFFICE OF THE
CITY CLERK

City Council
Agreement with Sacramento County
to Share Costs of Legislative Advocacy Services
August 13, 1991

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increased the contract with lobbyist Delbert Spurlock by an additional \$50,000. The County Board of Supervisors invited the City of Sacramento to equally share the cost of the agreement (see attached letter from Supervisor Tobias Johnson). Since the agreement now exceeds the authorization limit of the City Manager, City Council must approve this agreement.

POLICY CONSIDERATIONS

The County has informed the City that the second increment has been depleted during the base closure deliberations. It is estimated that an additional \$25,000 (\$12,500 City's share) is needed to continue efforts to save Army depot jobs relative to the development of bids for electronic and ground communications repair at McClellan.

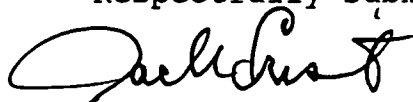
FINANCIAL

The entire cost to the City for the lobbying efforts totals \$58,750 including assistance in bid development. Of this amount, \$21,250 was paid in the prior fiscal year. The Approved 1991-92 Operating Budget contains \$25,000 to cover the City's share of the prior lobbying efforts. The remaining unbudgeted cost to the City for assistance in bid development totals \$12,500 and will be absorbed in the City Manager's operating budget.

MBE/WBE EFFORTS

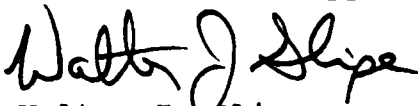
This agreement is with the County of Sacramento. The selection and execution of the lobbyist contract was conducted by the County.

Respectfully Submitted,



Jack R. Crist
Deputy City Manager

Recommendation Approved:



Walter J. Slipe
City Manager

Contact: Jack R. Crist, Deputy City Manager, 449-5704

RESOLUTION NO.

606
91-~~100~~

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND AN AGREEMENT LETTER WITH THE COUNTY OF SACRAMENTO FOR LEGISLATIVE ADVOCACY SERVICES IN AN AMOUNT NOT TO EXCEED \$37,500

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. The City Manager is hereby authorized to amend an agreement letter dated October 9, 1990 with the County of Sacramento for legislative advocacy services not to exceed \$25,000.
2. The City Manager is authorized to amend the limit of the agreement letter with the County of Sacramento by an additional \$12,500 on the condition the County Board of Supervisors approves an equal amount of funding for these services.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

AUG 13 1991

OFFICE OF THE
CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____



**BOARD OF SUPERVISORS
COUNTY OF SACRAMENTO**

700 H STREET, SUITE 2480 • SACRAMENTO, CA 95814

**C. TOBIAS (Toby) JOHNSON
SUPERVISOR, FIFTH DISTRICT
(916) 440-8485**

April 2, 1991

Hon. Anne Rudin
Mayor, City of Sacramento
915 "I" Street, Room 205
Sacramento, CA 95814

Dear Mayor Rudin,

As you are aware, your Council and our Board saw fit in October, 1990, to share in the funding of lobbying efforts relative to base closures and realignments dealing specifically with McClellan Air Force Base and the Sacramento Army Depot.

The amount of the original contract (\$50,000) has been expended. The Board has determined that there continues to be a need for maintenance of effort through at least October, 1991. With that fact in mind, the Board approved an extension to the contract not to exceed \$50,000 and herein invites your Council to participate as equal partners in the funding of this effort.

Very truly yours,

**C. TOBIAS JOHNSON
Vice Chairman
Board of Supervisors**

CTJ/RDR:gp
(McAFB/40)

COUNTY OF SACRAMENTO
OFFICE OF THE COUNTY EXECUTIVE



BRIAN H. RICHTER
County Executive

October 9, 1990

Mr. Walter J. Slipe
City Manager
City Hall, Room 109
915 "I" Street
Sacramento, CA 95814

Dear Walt,

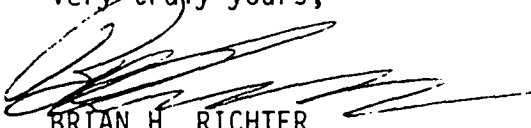
You and I had discussed the possibility of hiring Delbert Spurlock jointly as the Washington, D.C., lobbyist for the City and County on the subject of potential base closures at McClellan and Signal Depot. We agreed that Mr. Spurlock could serve us well in this capacity due to his knowledge and connections at the Pentagon.

Subsequent to our discussions, the Board of Supervisors, upon my recommendation, approved an initial contract with Mr. Spurlock for the balance of the fiscal year through June 30, 1991. The contract provides that Mr. Spurlock will provide necessary services at a rate of \$125 per hour and an initial contract limit of not to exceed \$50,000.

The City of Roseville has contributed \$7,500 to this effort. I would propose that the City of Sacramento and the County of Sacramento equally share in the financing of the balance of \$42,500. If this sharing arrangement is acceptable to you, I would propose that the County would advance payments to Mr. Spurlock under the terms of the contract and bill the City of Sacramento for its proportionate share on a quarterly basis, not to exceed \$21,250.

If you are in agreement with the foregoing terms and conditions, please sign this letter and return one copy to me for my files.

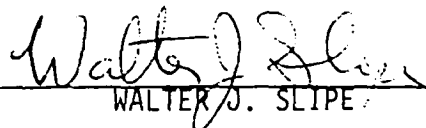
Very truly yours,


BRIAN H. RICHTER
County Executive

BHR:gp
(McAFB/7)

cc: Gary Cassady
R. Dee Reynolds

CONCUR:


WALTER J. SLIPE

Date: NOV. 13, 1990

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COUNTY OF SACRAMENTO
CALIFORNIA

For Agenda of:
October 23, 1990

To: Board of Supervisors
From: R. DEE REYNOLDS
Assistant to the County Executive
Subject: REVISED AGREEMENT FOR PROFESSIONAL
SERVICES - DELBERT L. SPURLOCK, JR.

RECOMMENDATION

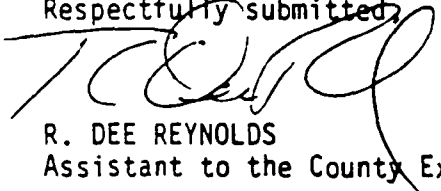
It is recommended that the Board of Supervisors authorize the Chair to execute the attached contract amendment for professional services provided by Delbert L. Spurlock, Jr.

DISCUSSION

On July 17, 1990, the Board of Supervisors adopted Resolution No. 90-1263 indicating that the Board supported the congressional delegation's efforts in opposing any attempts to close or reduce the goal of McClellan Air Force Base. On August 14, 1990, the Board of Supervisors adopted Resolution No. 90-1420 which authorized the Chair to execute an agreement for professional services between the County of Sacramento and Delbert L. Spurlock, Jr.

It became necessary to modify the aforementioned contract to provide that in addition to intermittent professional services relative to McClellan Air Force Base, the contractor was to provide like services relative to the Sacramento Army Depot. Additionally, the contract has been modified relative to the section dealing with contractor's compensation. This was necessitated by the fact that Mr. Spurlock is an employee of the law firm of Gregory D. Thatch, and as such, the firm operates as an independent contractor.

Respectfully submitted,



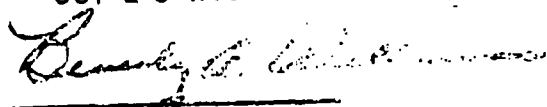
R. DEE REYNOLDS
Assistant to the County Executive

RDR:gp
(McAFB/8)

Attach.

APPROVED
BY RESOLUTION # 90-1855
BOARD OF SUPERVISORS

OCT 23 1990


By _____
Clerk of Board

APPROVAL RECOMMENDED:


BRIAN H. RICHTER, County Executive

RESOLUTION OF THE BOARD OF SUPERVISORS AUTHORIZING
THE EXECUTION OF REVISED AGREEMENT FOR PROFESSIONAL SERVICES

BE IT RESOLVED AND ORDERED that the Chairperson of the Board of Supervisors of Sacramento County, State of California, be and is hereby authorized and directed to execute the Revised Agreement for Professional Services in the form hereto attached on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with DELBERT L. SPURLOCK, JR., of the Law Offices of GREGORY D. THATCH, who will provide for temporary and intermittent professional services, and to do and perform everything necessary to carry out the purpose of this resolution for a sum not to exceed \$50,000 within a period ending on or before June 30, 1991.

On a motion by Supervisor J. STRENG, seconded by Supervisor I. COLLIN, the foregoing resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 23rd day of October, 1990, by the following vote, to wit:

AYES: Supervisors, Collin, Streng, G. Johnson
NOES: Supervisors, None
ABSENT: Supervisors, T. Johnson, Spoley

Montland Johnson
Chairperson of the Board of Supervisors,
County of Sacramento



Clerk of the Board of Supervisors
(McAFB/2)

FILED

OCT 23 1990

BOARD OF SUPERVISORS
BY *[Signature]*
CLERK OF THE BOARD

This document was filed on 10/23/90 at the Sacramento County Clerk's Office. A copy of this document has been furnished to the Chairman of the Board of Supervisors, County of Sacramento.

OCT 23 1990

By *Holly A. Donaldson*
Deputy Clerk, Board of Supervisors

REVISED AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 23 day of October, 1990, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "County", and DELBERT L. SPURLOCK, JR., of the Law Offices of GREGORY D. THATCH, hereinafter referred to as "Contractor";

W I T N E S S E T H:

WHEREAS, the Sacramento County Board of Supervisors requires the special assistance of a consultant/lobbyist to assist in conveying to appropriate military and congressional representatives the message of the County relative to the continued operation of McClellan Air Force Base and the Sacramento Army Depot.

NOW, THEREFORE, County and Contractor agree as follows:

1. Engagement of Contractor. County engages Contractor to perform certain services and work as hereinafter provided in this agreement.

2. Contractor's Services. Contractor agrees to render to County professional services that may be used to enhance the efforts of the County in the capacity of consultant/lobbyist, which services will consist of a wide range of activities including, but not necessarily limited to:

(a) Liaison between the County and military and/or congressional representatives. Arrange and coordinate meetings that will facilitate conveying the County message as per policy adopted by the Board of Supervisors.

(b) Obtain available information on Department of Defense and Air Force policy and strategy concerning the status of McClellan Air Force Base and the Sacramento Army Depot. Recommend and implement, as directed, counter-strategies to the advantage of the County.

(c) As directed, represent the County at meetings. Develop and maintain a positive relation with federal, state, and local agencies, as directed.

(d) Develop both long- and short-term game plans for specific issues.

(e) Research and report on issues and topics as directed. Perform other duties as requested and agreed to. As directed, prepare written reports, draft correspondence, and support data.

3. Contractor's Compensation. Contractor agrees to complete the above-noted tasks as directed for a sum not to exceed \$50,000 within a period ending on or before June 30, 1991. The compensation is at a rate of \$125 per hour.

Contractor shall be subject to the County's travel policy and procedures that are in effect the date upon which this agreement is adopted.

Contractor shall submit to the County Executive, or his designee, monthly, on or after the first day of each month, invoices listing dates and number of hours worked and work locations during the previous month. County shall pay such invoices within 30 days after receipt thereof.

(a) It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of

County. County is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.

(b) It is further understood and agreed by the parties hereto that Contractor, in the performance of its obligation hereunder, is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.

(c) If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.

(d) It is further understood and agreed that as an independent contractor and not an employee of County, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever.

(e) It is further understood and agreed that Contractor must issue W-2 Forms for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this agreement.

4. Term and Commencement Date. This agreement shall be effective August 14, 1990, and shall terminate on June 30, 1991.

5. Direction by County. Contractor shall be responsible to the County Executive, or his designee, for reporting and assignment of tasks herein included. Contractor shall undertake to perform such tasks as directed and shall provide interim reports to the County Executive as the County Executive may request. A final summary of activities, accomplishments, and recommendations shall be submitted to the County Executive concurrent with completion of this agreement.

6. Assignment. Neither the County nor the Contractor shall assign, sublet, or transfer any interest in this agreement without the written consent of the other party.

7. Termination. Either party may terminate this agreement in advance of the expiration of its term, without cause, through service by the terminating party upon the non-terminating party of 15-days advance written notice thereof. This notice shall be deemed served and effective for all purposes on the date on which it is deposited in the U.S. mail, postage pre-paid, and applicably addressed as follows:

(a) County Executive
County of Sacramento
700 "H" Street, Room 7650
Sacramento, CA 95814-1280

(b) Delbert L. Spurlock, Jr.
1233 - 20th Street, N.W., Suite 501
Washington, D.C. 20006

IN WITNESS WHEREOF, the parties hereto have executed this Revised Agreement for Professional Services as of the day and year first above written.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By *Ira Collier*
vice Chairperson of the Board of Supervisors

"COUNTY"



ATTEST: *Denise A. Williams*
Clerk of the
Board of Supervisors

[Signature]
DELBERT L. SPURLOCK, JR.
of the Law Offices of Gregory D. Thatch
"CONSULTANT"