

**CONSULTANT AGREEMENT**  
**CONTRACT NO. 9289**

THIS CONTRACT ("Contract") is entered into by and between the County of Kaua'i, a political subdivision of the State of Hawai'i (hereinafter "County"), whose place of business and mailing address is 4444 Rice Street, Suite 235, Līhu'e, Kauai, Hawai'i 96766 and Smith Dawson & Andrews, Inc., a District of Columbia corporation, 1150 Connecticut Avenue, Suite 1025, Washington, D.C. 20036 (hereinafter "Consultant").

**W I T N E S S E T H:**

WHEREAS, the County desires to engage the services of a Washington D.C. representative with legislative lobbying expertise to identify and provide analysis and strategic input on financial resources and grants available to the County and to assure appropriate processing of available funds; and

WHEREAS, this procurement is permissible as an exempt procurement pursuant to Hawai'i Administrative Rules (HAR) Section 3-120, has satisfied the public posting requirements of HAR Section 3-120-5, and is assigned Exemption #2016-EX-9; and

WHEREAS, the Consultant is competent, qualified, ready, willing and able to render such services;

NOW, THEREFORE, in consideration of the terms, conditions, and agreements contained herein, the parties agree as follows:

1. Employment of Consultant. County hereby retains the Consultant to perform, and the Consultant agrees to perform the services set forth in this Agreement.
2. Scope of Services. In order to advocate and promote the County's positions, the Consultant shall:

- a. Conduct a collaborative review with County to match County's programs, activities, and strategic plans with potential sources of federal funds, from regular agency grant programs to new legislative authorizations and reauthorizations of existing legislation;
- b. In collaboration with County, determine priorities and optimal methods of obtaining County's objectives;
- c. Identify, monitor and report monthly on federal funding opportunities, including grants and other types of federal funding that may be available to assist County's department, agencies, programs and activities;
- d. Identify non-traditional sources and partnerships to benefit the County and replace some of the federal programs that are no longer viable;
- e. Draft appropriation and grant requests and facilitate the timely submission of applications, submittals and documentation required by, or in connection with, the funding source from initial submittal through allocation of funds to the County;
- f. Respond to inquiries from federal or state agencies related to funding requests by the County;
- g. Provide monthly reports on submittals to funding sources and the status of the funding requests, major accomplishments and activities;
- h. Advise County on how to deal with federal rules and regulations, and Congressional riders, such as federal penalties, that could negatively impact the County;

- i. As requested, collaborate with the Mayor, Kaua'i County Council, department heads and/or designated staff on a proactive federal agenda and advocacy strategy to advance and protect the interests of the County;
  - j. As requested, assist County in planning, evaluating and executing strategies and actions relating to the legislative and public review process;
  - k. As requested, attend periodic meetings with the Administration and Council to provide status reports as may be requested;
  - l. Other related duties as determined by County to be in the best interest of County.
3. Time of Performance. The Consultant shall perform all services set forth in Section 2 of this Contract within three hundred sixty five (365) calendar days from the Notice to Proceed issued by the County, excluding the time which the Officer-In-Charge suspends Consultant's work for review, or any reason as determined necessary by the Officer-in-Charge, unless extended by written agreement of County and Consultant.
4. Compensation. County agrees to pay Consultant in accordance with the following:
- a. Total compensation for Consultant pursuant to this Contract and any extension of this Contract shall be Fifty-Four Thousand Nine Hundred Ninety-Nine and 96/100 Dollars (\$54,999.96), which shall include all federal, state and local taxes. Consultant shall be paid on a monthly basis the amount of Four Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$4,583.33).

- b. County will not pay for any out of pocket expenses that may be incurred by the Consultant while performing his duties. The Consultant shall be responsible for any fines, sanctions, or violations of law incurred during the performance of this Agreement.
  - c. Payments shall be made to Smith Dawson & Andrews, Inc., 1150 Connecticut Avenue, Suite 1025, Washington, D.C. 20036
5. Officer-in-Charge. The Managing Director or designee shall be the Officer-in-Charge.
  6. Modification. This Agreement may be modified only by a written agreement signed by County and Consultant. Such modifications, including any increase or decrease in the amount of compensation due Consultant, shall be made by written amendments to this contract.
  7. Counterparts/Facsimiles. This Agreement may be signed in counterparts with the same effect as if the signatures to each such counterpart were upon a single instrument and all such counterparts shall constitute the same agreement. The signatures of each of the parties need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof, provided that the original signature shall be provided within Ten (10) calendar days of submission of the facsimile signature.

8. General Terms and Conditions: Consultant shall also abide by the terms and conditions contained in the General Terms and Conditions for Professional Services Contracts, dated June 2014, ("General Terms"), which are not attached hereto but are incorporated by reference and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 16<sup>th</sup> day of September, 2015.

RECOMMENDED APPROVAL:



\_\_\_\_\_  
Bernard Carvalho, Jr.  
Mayor

CONSULTANT:  
SMITH DAWSON & ANDREWS, INC.

By   
\_\_\_\_\_  
James Smith  
President

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
Deputy County Attorney

COUNTY OF KAUAI

By   
\_\_\_\_\_  
Ken Shimonishi  
Director of Finance

STATE OF HAWAII )  
 ) ss.  
COUNTY OF KAUA'I )

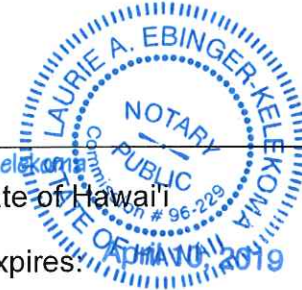
On this 16th day of September, 20 15, before me appeared **KEN M. SHIMONISHI**, to me personally known, who, being by me duly sworn, did say that he is the Director of Finance of the COUNTY OF KAUA'I, a political subdivision of the State of Hawai'i; that said instrument was signed on behalf of said COUNTY OF KAUA'I by authority of its Charter; and said **KEN M. SHIMONISHI**, acknowledged said instrument to be the free act and deed of said COUNTY OF KAUA'I.

Doc. Date: 9.16.15 # Pages: 10  
Notary Name: Laurie A. Ebinger-Keleka Circuit Fifth  
Doc. Description: Contract Agreement Smith Dawson & Associates

Laurie  
Notary Signature



Laurie  
Laurie A. Ebinger-Keleka  
Notary Public, State of Hawaii



My commission expires: September 2019

WASHINGTON

)  
) ss.

DISTRICT OF COLUMBIA

)

On this 03 day of September, 20 15, before me appeared James Smith, to me personally known, who, being by me duly sworn, did say that he is the President of SMITH DAWSON & ANDREWS, INC., that the foregoing instrument was signed in the name of and on behalf of said corporation, and said James Smith acknowledged that he executed the same as his free act and deed and as the free act and deed of said corporation.

Notary Signature

9/3/15  
Date

Notary Public, District of Columbia

My commission expires: 6/14/18

IMELDA CONTRERAS-FRAZIER  
District of Columbia, Notary Public  
My Commission Expires  
June 14, 2018





**ORIGINAL CERTIFICATION CON NO: 9289**

ORIGINAL

*I hereby certify that on the date of the filing of this contract or agreement in the Department of Finance, there remains unexpended and unpaid, a balance in appropriation:*

**001-0101-512.35-00      SPECIAL PROJECTS      \$      54,999.96**

*sufficient to cover the obligation of the County of Kauai under this contract.*

**August 31, 2015**

  
\_\_\_\_\_  
Director of Finance 