

CONTRACT NO. 8862

STATE LEGISLATIVE LOBBYING ANALYST

THIS AGREEMENT is entered into by and between the **COUNTY OF KAUAI**, a political subdivision of the State of Hawai'i (hereinafter "County"), whose place of business and mailing address is 4444 Rice Street, Suite 150, Lihu'e, Kauai, Hawai'i 96766 and **JS HAWAII CONSULTANTS, LLC**, a Hawai'i Limited Liability Company, whose mailing address is P.O. Box 17885, Honolulu, Hawai'i, 96817 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the County desires to engage the Consultant to represent the County as the State Legislative Lobbyist during the 2013 Legislative Session due to the increased demands in lobbying efforts required at the Legislature and the distance from Honolulu and travel arrangements, which makes it extremely difficult for the County to respond quickly to developments at the State Legislature; and

WHEREAS, this procurement is permissible as an exempt procurement pursuant to HAR Section 3-120, has satisfied the public posting requirements of HAR Section 3-120-5, and is assigned Exemption #2013-EX-16; and

WHEREAS, a Notice for Consultant Services was electronically posted and is assigned Resume #2013-XPROF-3; 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 on the part of the Consultant to be performed and payment provided for herein by the County to be paid, the parties agree as follows:

1. Employment of Lobbyist: The 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. Identify, monitor and report on legislative measures and actions that may affect the County or identify measures of interests to the County, including but not limited to bills and resolutions introduced by the Hawai'i Council of Mayors (HCOM), the Hawai'i State Association of Counties (HSAC) as well as the 2013 Kaua'i County Legislative Package.

b. Serve as a liaison and advocate between legislators, legislative staff, unions, officials from other counties and community officials or members;

c. Prepare for County review and submit legislation, amendments to legislation, and testimony for legislation;

d. Assist the County in planning, evaluating and executing strategies and actions relating to the legislative and public review process;

e. Coordinate discussions and meetings with key legislators and other State agency officials;

f. Prepare for County's review and submit written testimony and/or testify on behalf of the County before the Hawai'i State Legislature; and

g. Attend a maximum of four (4) meetings with the County (Administration, County Council and Department of Water) to provide status reports as may be requested;

h. Other related duties as determined by the County to be in the best interest of the County.

i. The performance of the Lobbyist shall be subject to periodic review as deemed necessary.

3. Time of Performance. Work by the Consultant shall commence upon receipt of the Notice To Proceed from the County and shall terminate on June 15, 2013 or at the end of the regular or extended session and after the veto deadline date, whichever is later.

4. Compensation. The County agrees to pay Consultant in accordance with the following:

a. Consultant shall be compensated a total of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000), which shall include all federal, state and local taxes. Four (4) equal payments in the amount of \$15,000 will be paid to Consultant on February 15, 2013, March 15, 2013, April 15, 2013, and May 15, 2013 as provided for in a written monthly invoice from the Consultant.

b. The 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 JS Hawai'i Consultants LLC, P.O. Box 17885, Honolulu, Hawai'i, 96817.

5. Independent Contractor. The parties agree and acknowledge that Consultant is an independent contractor. The parties further agree and acknowledge this agreement is for special and temporary professional services and that the law applicable to regular and permanent employees, such as those relating to vacations, worker's compensation, sick leave, retirement, civil service and classification shall not apply to Consultant.

6. Early Termination. This agreement may be terminated by the Consultant upon giving thirty (30) days advance written notice to the County if the County does not compensate the Consultant for services rendered. The County may also terminate this agreement by giving thirty (30) days advance written notice to the Consultant.

7. Officer-in-Charge. The Office of the Mayor or designee shall be in charge of this agreement, shall represent the County on all matters relating to this agreement, and shall have the authority and responsibility to act on behalf of the County to resolve any disputes with the Lobbyist relating to this agreement.

8. Modification: This agreement may be modified only by a writing signed by both parties to this agreement. Such modifications, including any increase or decrease in the amount of compensation due Consultant, shall be incorporated by written amendments to this contract.

9. General Terms and Conditions of Contracts of the County for Services of Consultants: Consultant understands and agrees that a copy of the "General Terms and Conditions of Contracts of the County for Services of Consultants" (hereinafter

"County's General Terms and Conditions for Consultants") shall be incorporated by reference into this agreement as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 14 day of JANUARY, 2013.

RECOMMENDED APPROVAL:

Jocelyn M. ...
Department Head

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Attorney

COUNTY OF KAUAI'

By *[Signature]*
Director of Finance

CONSULTANT:

JS Hawai'i Consultants, LLC

By *[Signature]*
Its Manager

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 18th day of January, 2013 before me appeared **SALLY A. MOTTA**, to me personally known, who, being by me duly sworn, did say that she is the Deputy Director of Finance of the County of Kaua'i, a political subdivision of the State of Hawai'i; and that said instrument was signed on behalf of said County of Kaua'i by authority of its Charter; and said **SALLY A. MOTTA** acknowledged said instrument to be the free act and deed of said County of Kaua'i.

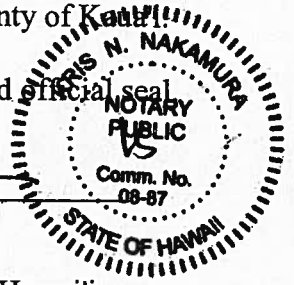
WITNESS my hand and official seal



Kris N. Nakamura

Notary Public, State of Hawai'i

My commission expires: April 20, 2016

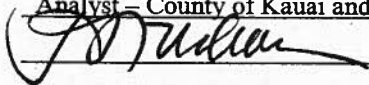


Doc. Date: January 14, 2013 # Pages: 7

Notary Name: Kris N. Nakamura Fifth Circuit

Doc. Description: Contract #8862 - State Legislative Lobbying

Analyst - County of Kauai and JS Hawaii Consultants, LLC

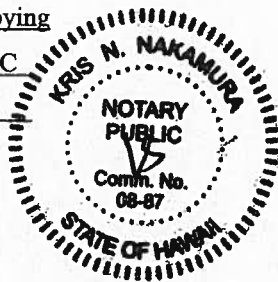


1/18/13

Notary Signature

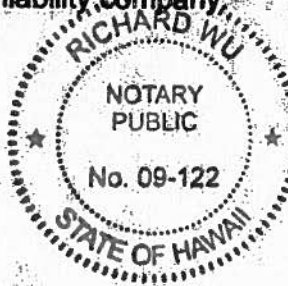
Date

NOTARY CERTIFICATION



STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 14 day of January, 2013, before me appeared James C. Palopae, to me personally known, who, being by me duly sworn, did say that he is the Member of **JS HAWAII CONSULTANTS, LLC**, a Hawai'i Limited Liability Company; that the foregoing instrument was signed in the name of and on behalf of said limited liability company, and said he acknowledged that he executed the same as his free act and deed and as the free act and deed of said limited liability company.



[Signature]
Notary Public, State of Hawai'i
My commission expires: April 12, 2013

Doc. Date: 1/14/13 # Pages: 7
Doc. Description: Contract No. 8862
State Legislative Lobbying Analyst
Notary Name: Richard Wu 1st 5th Circuit
[Signature] 1/14/13
Signature Date

