

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS,
AND SHAW/YODER/ANTWIH, INC
TO PROVIDE STATE LEGISLATIVE ADVOCACY SERVICES**

This Agreement entered this ____ day of _____, 2015, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG", Shaw/Yoder/Antwih, Inc. hereinafter jointly and severally referred to as "Contractor."

W I T N E S S E T H

WHEREAS, C/CAG desires to retain Contractor to provide legislative advocacy for C/CAG; and

WHEREAS, C/CAG is authorized as a Joint Powers Agency to enter into an agreement for such services; and

WHEREAS, C/CAG has determined that consultant services are needed to provide legislative advocacy work for the C/CAG staff, the C/CAG Legislative Committee, and the C/CAG Board; and

WHEREAS, Shaw/Yoder/Antwih, Inc. have submitted to C/CAG the proposal attached hereto as Exhibit B; and

WHEREAS, C/CAG has determined, through a competitive review process, that the Contractor is qualified to provide the desired legislative advocacy services.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor. Contractor agrees to perform the broad range of services described in Exhibit A and Exhibit B, attached hereto. Such services shall be performed consistent with the Proposal submitted by the Contractor and attached hereto as Exhibit B.
2. Payments. The total amount obligated under this agreement shall not exceed one hundred forty four thousand dollars (\$144,000) based on the budget set forth in Exhibit A. Payments shall be made to contractor monthly based on an invoice submitted by Contractor that identifies expenditures and describes services performed in accordance with this agreement. Upon the request of C/CAG, Contractor shall provide to C/CAG documentation substantiating charges billed to C/CAG. C/CAG shall have the right to perform an audit of the Contractor's records relevant to the charges to C/CAG. In the event C/CAG is required to make payments to a third party to perform services as a result of a conflict of interest as set forth in section 11, below, then said above-referenced not-to exceed amount of \$144,000

shall be reduced by the amount paid to such third party.

3. Relationship of the Parties. It is understood that Contractor is an independent contractor, and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG.
5. Contract Term. This Agreement shall be in effect as of February 15, 2015 and shall terminate on February 14, 2017, subject to annual budget approval. The contract term may be extended for an additional two years, subject to prior approval by the C/CAG Board of Directors, unless otherwise extended or terminated as set forth herein. Provided however, either C/CAG or Contractor may terminate this Agreement at any time for any reason by providing 30 days' written notice to the other party. In the event of termination under this paragraph, Contractor shall be paid for all approved deliverables provided by the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Contractor, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

The duty to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental

death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Professional Liability/Errors and Omissions Insurance: Contractor shall take out and maintain during the life of this Agreement such Professional Liability/Errors and Omissions Insurance as shall protect Contractor, its employees, officers, and agents while performing work covered by this agreement from any and all claims from any party, including C/CAG or any of its member agencies, for damages resulting from any negligent or wrongful act, error or omission by Contractor. Such policy shall be in an amount and in a form reasonably satisfactory to C/CAG

Required insurance shall include:

	Required Amount
a. Comprehensive General Liability	\$ 1,000,000
b. Workers' Compensation	\$ Statutory
c. Liability Insurance	\$ 1,000,000
d. Professional Liability/Errors and Omissions	\$ 1,000,000

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor under this Agreement shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

10. Substitutions: If particular people identified in this Agreement, including the Exhibits hereto, are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Conflict of Interest: In representing both cities and counties, various special districts, premier developers and numerous corporations, the Contractor may encounter conflicts of interest on a particular issue. In the event of a potential conflict of interest, Contractor shall notify C/CAG immediately and work with C/CAG in an attempt to resolve the conflict. If a resolution is not possible, Contractor shall work with C/CAG find a qualified firm, acceptable to C/CAG, to perform services on that particular issue. As noted in section 2 above, any payments made to said third party qualified firm, shall reduce the not-to-exceed amount paid to Contractor pursuant to this Agreement.
12. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
14. Merger Clause. This Agreement, including Exhibit A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A and B attached hereto, the terms, conditions or specifications set forth herein shall prevail.
15. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

16. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Jean Higaki

Notices required to be given to contractor shall be addressed as follows:

Shaw / Yoder/ Antwih, Inc.
1415 L Street, Suite 1000
Sacramento, CA 95814
Attention: Andrew Antwih

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this Agreement to Provide State Legislative Advocacy Services as of the date indicated.

Contractor

By _____
Shaw/Yoder/Antwih, Inc.

_____ Date

City/County Association of Governments (C/CAG)

By _____
Mary Ann Nihart, C/CAG Chair

_____ Date

EXHIBIT A

BACKGROUND, SCOPE OF WORK, AND COST OF SERVICES

Background

The City/County Association of Governments of San Mateo County (C/CAG) was created by a Joint Powers Agreement (JPA) in the fall of 1990, to address diverse issues that transcend political boundaries within San Mateo County. All twenty of San Mateo's cities joined the County to establish the JPA. Currently, C/CAG serves San Mateo County in the following areas:

Congestion Management Program

In 1990, as a result of laws passed by the California Legislature, every urbanized county in California was required to designate a Congestion Management Agency (CMA). C/CAG was established as the CMA for San Mateo County. The CMA is responsible for preparing, implementing, and biennially updating a Congestion Management Program (CMP). The primary purposes of a CMP is to: provide alternative transportation strategies; identify safe bicycle and pedestrian travel options; support shuttle services; encourage travel behavioral changes; develop procedures to alleviate or control anticipated increases in roadway congestion; ensure that government together with business, private, and environmental interests develop and implement comprehensive strategies to address future congestion problems. As the CMA for San Mateo County, C/CAG is also responsible for allocating available federal, state, regional, and local transportation funds to local jurisdictions. Some of the transportation funds administered by C/CAG include: SB 83 (Measure M) - \$10 Vehicle Registration Fees, Bay Area Air Quality Management District (BAAQMD) Transportation Fund for Clean Air (TFCA), Transportation Development Act (TDA), State Transportation Improvement Program (STIP), and Federal Transportation Act funds.

Storm Water Management (NPDES)

C/CAG is responsible for providing technical support and compliance assistance for federal and state stormwater management requirements. All municipalities in San Mateo County are co-permittees under the Municipal Regional Stormwater Permit issued by the San Francisco Bay Regional Water Quality Control Board. C/CAG has established the San Mateo Countywide Water Pollution Prevention Program as the primary means of assisting its member agencies with meeting these requirements. Funding for this program is generated through property tax assessments and vehicle registration fees. Increases in program revenue are subject to Proposition 218 requirements.

Airport Land Use

C/CAG is the designated Airport Land Use Commission for San Mateo County. State law requires the Commission to prepare, adopt, and implement a comprehensive Airport Land Use Compatibility Plan for each public use airport in the County. The C/CAG Airport Land Use Committee (ALUC) makes recommendations to the Commission (C/CAG), related to the administration and implementation of the Airport Land Use Plan (e.g. consistency reviews of proposed local agency land use policy actions, Plan amendments, etc.).

Energy Efficiency and Climate Action

In recent years, C/CAG has expanded into programs related to energy efficiency and climate action through a number of activities. C/CAG has established a local government partnership with Pacific Gas and Electric Company called the San Mateo County Energy Watch (SMCEW) that provides energy efficiency audits, installation rebate incentives to municipalities, nonprofits, special districts, businesses, farms, schools, and residents in San Mateo County. C/CAG strives to leverage funds through grant opportunities to implement adopted climate plans for the cities in San Mateo County.

Joint Powers Agreement (JPA)

C/CAG was created by a JPA that prescribes the composition, purposes and activities of the Board of Directors, voting procedures, budgeting and financing processes, and staffing arrangements. The C/CAG Board consists of one Councilmember from each participating City and one member of the Board of Supervisors. In addition, there are two non-voting ex-officio members: a member of the San Mateo County Transit District Board and a member of the San Mateo County Transportation Authority.

Scope of Work

The purpose of this contract is to retain a part-time consultant to 1) monitor and review pending legislation, policies, and regulations, and 2) advocate C/CAG's interests with the California Legislature and its members and other parties as appropriate. The bills tracked by the consultant and the C/CAG Legislative Committee may include any subject matter that is of concern to C/CAG member agencies (20 cities and County). During the legislative session the consultant will be directed to focus attention on specific bills that will be identified by C/CAG and its Legislative Committee as being high priority. Some of the typical activities that could be performed by the consultant may include:

1. General
 - a. Assist in the development of strategies for advancing actions at the State level that are beneficial to C/CAG and its member agencies.
 - b. Represent and advocate on behalf of C/CAG in its dealings with relevant State agencies and related interest groups including but not limited to 1) California Legislature, 2) Governor's Office, 3) Individual Legislators and their staff members.
2. Facilitate Communication
 - a. Develop and maintain contact with members of the Legislature and state agencies in order to facilitate regular communication with and about C/CAG.
 - b. Meet with State representatives on a regular basis to provide briefings on issues of interest or concern to C/CAG.
 - c. Solicit input from State representatives on issues of concern to C/CAG and report it to C/CAG on a regular basis.
 - d. Arrange appointments with Legislators and other State representatives to meet with C/CAG

- representatives.
- e. Coordinate with legislative advocates for other public agencies such as the League of California Cities, other bay area Congestion Management Agencies, San Mateo County Transportation Authority, California State Association of Counties, Metropolitan Transportation Commission, etc.
3. Monitor and Evaluate
 - a. Identify and evaluate the potential impact of proposed legislation, policies, and regulations on C/CAG and its member agencies.
 - b. Work with State representatives to identify and amend bills and other proposed legislative or regulatory language in order to address C/CAG concerns.
 - c. Advocate C/CAG's position to appropriate State legislative, executive, and administrative committees, board, and commissions.
 4. Initiate and Advocate
 - a. Advise C/CAG on opportunities to pursue C/CAG objectives through the Legislature and various State agencies.
 - b. Assist in drafting legislation on behalf of C/CAG.
 - c. Formulate and manage strategies to achieve passage of C/CAG's legislative initiatives (if any).
 - d. Make presentations to and testify on behalf of C/CAG before legislative and administrative bodies.
 5. Report and Respond
 - a. Provide regular reports summarizing the activities under the contract with C/CAG.
 - b. Appear before the C/CAG Board and/or Legislative Committee to provide an overview and summary of current and future activities or to report on a particular item of concern to C/CAG.
 - c. Respond to C/CAG's requests for information about pending State legislation, regulations, or policies.

Cost of Services

Contractor will provide the service outlined in this Scope of Work to C/CAG as well as services in Exhibit B "Contractor's Cost and Proposal for Services" at an annual rate of \$72,000 per year, billed at \$6,000 per month for two years not to exceed \$144,000.



SHAW/YODER/ANTWIH, inc.
LEGISLATIVE ADVOCACY • ASSOCIATION MANAGEMENT

Response to Request for Proposals:
**Legislative Advocacy Services for the City/County
Association of Governments of San Mateo County**



SHAW/YODER/ANTWIH, inc.
LEGISLATIVE ADVOCACY • ASSOCIATION MANAGEMENT

December 5, 2014

Ms. Jean Higaki
City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063

RE: **REQUEST FOR PROPOSALS/QUALIFICATIONS FOR LEGISLATIVE ADVOCACY SERVICES FOR THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY**

Dear Ms. Higaki:

On behalf of all the employees at Shaw / Yoder / Antwih, Inc. we are pleased to present this proposal in which we would continue to provide State Legislative Advocacy Services for the City/County Association of Governments of San Mateo County (C/CAG). Thank you for inviting us to submit a proposal. We are very proud that Shaw / Yoder / Antwih, Inc. currently provides state legislative advocacy services for C/CAG and we feel that we had a very successful and productive relationship working with your agency over this last legislative session.

We hope to continue to build on our recent achievements through actively representing C/CAG as it works to fulfill its numerous responsibilities pursuant to its joint powers agreement. C/CAG is unique in its responsibilities as a joint powers authority and in the constitution of its members, which we believe provides a unique and admirable means for meeting statutory obligations and resolving important issues in San Mateo County.

Please consider our proposal to represent C/CAG in Sacramento and to continue to work with you, your Board, and your colleagues on an effective advocacy program. If you have any questions regarding our proposal please do not hesitate to contact me at (916) 446-4656.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Antwih', with a long, sweeping underline that extends to the right.

Andrew K. Antwih
Partner

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C. Firm Information

Shaw / Yoder / Antwih, Inc.
 1415 L Street, Suite 1000
 Sacramento, CA 95814
 (916) 446-4656
 (916) 446-4318
www.shawyoderantwih.com
matt@shawyoderantwih.com

Shaw / Yoder / Antwih, Inc. is a Sacramento-based firm providing legislative advocacy, association management and consulting services on a broad range of government programs. SYA is a corporation, owned by Partners Joshua W. Shaw, Paul J. Yoder, and Andrew K. Antwih. (The firm was previously incorporated as Edward R. Gerber & Associates, Inc., then Gerber, Shaw & Yoder, Inc.) Joshua Shaw and Paul Yoder have owned the firm since 1998. The firm under its original ownership – which Mr. Shaw joined in 1990 and Mr. Yoder joined in 1993 – was founded in 1975. Andrew K. Antwih was named a Partner of the firm in 2009, after joining in 2008.

D. Firm Experience

SYA provides a range of services to local government agencies and corporate clients. Its advocates offer a combined 90 years of legislative experience and the firm's substantial experience in legislative advocacy and association management means clients benefit from both the depth and the breadth of the team's knowledge. The firm's expertise in these core areas consistently means the firm successfully exceeds client expectations and maintains long-standing client relationships.

The firm specializes in lobbying local government, transportation, public transit, water resources, and infrastructure issues. The firm's local government experience allows its advocates to form lasting relationships with local officials who, due to California's term limit laws, often move rapidly to the statehouse, where the advocates continue to work effectively with them on a wide array of issues. In addition, because the firm represents many statewide associations, consisting of public and private organizations, the lobbyists work regularly with all legislators and state agencies, across many policy and committee areas. The firm's record is one of achievement and significant successes in the enactment, defeat, or amendment of legislation for our clients. The firm's advocates enjoy regular access to and success in working with the leadership of both parties and both Houses of the California Legislature, state agencies and the Governor's Administration.

The Partners of SYA are pleased to emphasize the client focus of the firm. Each one of the firm's clients is unique and the lobbyists pride themselves on devoting the proper time and resources to each client's activities, and the lobbyists utilize the firm's extensive resources to tailor legislative representation programs to individual clients' specific needs.

SYA currently employs eight registered lobbyists, two legislative assistants, and several other full-time and part-time professional, clerical and technical staff, many of them dedicated solely to the local government and transportation practice. The firm is registered with the Fair Political Practices Commission to lobby state government for various clients consisting of local governments, transit or transportation agencies, private sector organizations, and non-profit trade associations. The firm additionally services other clients through strategic partnerships with other firms in Sacramento. As a sampling of local government agencies we have experience with, the firm currently represents the San Mateo City/County Association of Governments (C/CAG), the San Mateo County Transit District, Caltrain, the Santa Cruz Metropolitan Transit District, the Solano Transportation Authority, the Los Angeles County Metropolitan Transportation Authority, Metrolink, Fresno County Transportation Authority; the Cities of Beverly Hills, Chula Vista, Los Angeles, Santa Monica, and the City/County of San Francisco; as well as 19 of the state's 58 counties. The firm provides advocacy services to these clients similar to those required by C/CAG and works to cultivate relationships between our clients around common issues that lead to success in the Legislature and the Administration.

E. Current Clients

Below is a list of the clients for whom we are currently registered to lobby California state government. Contact information for any client can be provided at C/CAG's request.

AARP	Chula Vista, City of ☒
Advanced Energy Economy	City/County Association of Governments of San Mateo ☒
Aircraft Owners & Pilots Association ☒	County Medical Services Program ±
Amador Regional Sanitation Authority ☒	CSAC Excess Insurance Authority ▼
Beverly Hills, City of	Del Norte County ±
Boeing Company, The	FedEx Corporation ☒
Butte County ^	Fresno County ■
California Academy of Child and Adolescent Psychiatrists	Fresno County Transportation Authority ☒
California Arts Advocates	General Motors, LLC
California Association of County Treasurers and Tax Collectors *±^	Humboldt County ±
California Coalition on Workers' Compensation *	Kern County ■
California Faculty Association	Los Angeles, City of
California Financial Service Providers ☒	Los Angeles City Attorney's Office
California Medical Association	Los Angeles County Lifeguard Association ☒
California Moving and Storage Association ☒	Los Angeles County Metropolitan Transportation Authority
California Product Stewardship Council	Los Angeles World Airports ☐
California Transit Association *	Madera County ☒
Californians for the Arts	Mariposa County ☒
Chadmar Group, The ☒	Merced County ±
	Metrolink ▼

Napa County ±
 Nevada County Δ
 Pacific Merchants Shipping Association ☒
 Peninsula Corridor Joint Powers Board
 (Caltrain) ▼
 Placer County ±
 Pong Marketing and Promotions, Inc.
 Port of Los Angeles ☐
 Prudential Financial, Inc. ☒
 Sacramento County
 San Francisco, City and County ☐
 San Joaquin County ±
 San Joaquin Valley Unified Air Pollution Control
 District ^
 San Luis Obispo County ±
 San Mateo County Transit District
 Santa Cruz Metropolitan Transit District
 Santa Monica, City of
 Sedgwick Claims Management Services, Inc.

Shasta County ±
 Siskiyou County ^
 Solano County
 Solano Transportation Authority
 Solid Waste Association of North America,
 California Chapters (SWANA)
 Sonoma County Δ
 Specialty Equipment Market Association (SEMA) ☒
 Stanislaus County ±
 State Humane Association of California ±
 Techserve Alliance, Southern California Chapter,
 Inc. ☒
 Tejon Ranch Corporation ☒
 Tulare County ^
 Western Placer Waste Management Authority
 Western Propane Gas Association
 Yuba County Δ
 Yuba County Water Agency Δ

* Shaw / Yoder / Antwih, Inc. is pleased to provide both legislative advocacy and association management services to these clients.

^ Served by Strategic Local Government Services, LLC, fully owned by Shaw / Yoder / Antwih, Inc.

± Served by Peterson Consulting, Inc., fully owned by Shaw / Yoder / Antwih, Inc.

☒ Shaw / Yoder / Antwih, Inc. is pleased to serve these clients through our strategic alliance with Advocation, Inc.

▼ Shaw / Yoder / Antwih, Inc. serves CSAC Excess Insurance Authority under a subcontract with Corbett & Associates; Caltrain under a subcontract with Edelstein, Gilbert, Robson & Smith; and, Metrolink under a subcontract with Smith, Watts & Martinez, LLC.

Δ Served jointly by Peterson Consulting, Inc. and Shaw / Yoder / Antwih, Inc.

■ Served jointly by Peterson Consulting, Inc. and Shaw / Yoder / Antwih, Inc., with the addition of: Kern County under a joint contract with DiMare, Brown, Hicks & Kessler; and Fresno County under a joint contract with Corbett & Associates.

☐ Shaw / Yoder / Antwih, Inc. serves these clients through subcontracts with the following: Los Angeles World Airports and the Port of Los Angeles subcontracted with Fernandez Government Solutions; and San Francisco City and County under a joint contract with Carter, Wetch & Associates.

F. Proposed Advocacy Team and References

SYA proposes to make three legislative advocates primarily responsible to C/CAG on a day-to-day basis, with the entirety of SYA’s resources available for strategic consulting and specialty assignments as directed by the client.

Principal Advocacy Contacts Andrew Antwih Matt Robinson	Day-to-day client engagement; primary responsibility for advocacy, issue involvement, strategy development, Board meeting attendance, and monthly reporting
Secondary Advocacy Contact Karen Lange	Primary responsibility will be to support the Principal Contacts on C/CAG’s stormwater management and compliance efforts
Additional Advocacy Support Joshua Shaw, Paul Yoder, Silvia Solis Shaw, Jason Schmelzer, Chris Castrillo	Strategic consulting, supportive advocacy, bill tracking, assistance with monthly reporting

*For qualifications of supporting advocacy staff at SYA, please visit our website: www.shawyoderantwih.com

Principal Advocacy Contacts’ Qualifications and References

Andrew K. Antwih has been in government affairs & advocacy for 20 years and is a Partner with SYA, joining the firm in early 2008. He offers years of experience as one of Sacramento’s most respected Capitol staffers, a wealth of policy and budget knowledge, wide-ranging political contacts, and acknowledged and admired advocacy skills, honed most recently as Mayor Antonio R. Villaraigosa’s Chief Legislative Representative for the City of Los Angeles.

Before joining SYA, Mr. Antwih oversaw a comprehensive local government lobbying effort in all areas of state public policy of interest to the City of Los Angeles, including a focus on the City’s transportation infrastructure, homeland security, education, water, and economic development needs. In that role, Mr. Antwih advised and developed legislative strategy for the Mayor’s Office, City Council, and City Departments; he negotiated with state regulatory departments, boards and commissions on behalf of the City; he coordinated the City’s grant funding requests; he formed coalitions with local governments and other groups with similar goals; and, he worked through the Mayor’s office to engage City departments in the preparation, analysis, revision, support and/or defeat of state legislation.

During his 12-and-a-half years working as a legislative staffer in the State Capitol, Mr. Antwih’s policy work in progressively more responsible positions included health and human services, governmental organization, insurance and transportation. Mr. Antwih’s last position in the Capitol was Chief Consultant to the Assembly Transportation Committee where he served for more than eight years, developing a rich understanding of the complex funding, planning and programming issues facing the State, regional and local transportation agencies and private sector companies in California.

Mr. Antwih, a South Los Angeles native, began his career in the Legislature in 1994 as a Senate Fellow, shortly after graduating with a Bachelor of Arts degree in Government from Pomona College.

References:

Janet Dawson, Chief Consultant
 Assembly Transportation Committee
 (916) 319-2093
janet.dawson@asm.ca.gov
Colleague/Former Co-Worker

Randy Rentschler, Director of Legislation and Public Affairs
 Metropolitan Transportation Commission
 (510) 817-5780
rrentschler@mtc.ca.gov
Colleague

Michael Turner, Director State Government Relations
 Los Angeles County Metropolitan Transportation Authority (LA Metro)
 (213) 922-2122
turnerm@metro.net
Client

Hugh Bower, Chief of Staff
 Assemblymember Kevin Mullin
 (916) 319-2022
hugh.bower@asm.ca.gov
Colleague

Matt Robinson has been in government affairs & advocacy for 13 years and joined the SYA team as a legislative advocate in 2013, representing many of the firm's transportation and local government clients. Prior to joining the firm, Matt worked in state service under two gubernatorial administrations, as well as in the legislature as a Capitol staffer. Matt was most recently appointed by Governor Jerry Brown to serve as the Deputy Director for Legislation at the California High-Speed Rail Authority. While at the Authority, Matt managed the Authority's legislative program, working with the Governor's Office, the California State Transportation Agency, the Legislature, local agencies, and stakeholders to ensure successful planning and implementation of the state's rail modernization program.

Prior to his work at the Authority, Matt was an analyst at Governor Brown's Department of Finance, where he oversaw the budget of the Authority, as well as Caltrans' highway, rail, and transit programs. While at Finance, Matt worked extensively on the 2012 Budget Act, which provides billions in funding to begin construction of the high-speed rail system and upgrade and expand existing transit, commuter, and intercity rail systems throughout California, including the electrification of Caltrain in the Bay Area.

Before moving to Finance, Matt worked for five years as a legislative representative at the Department of Fish and Wildlife, under Governor Arnold Schwarzenegger, where he participated in the Water Education Foundation's Water Leaders Program. Prior to joining the civil service ranks, Matt worked in the State Capitol for three years as legislative staff for two Senators, including the Senate Budget Committee Chair.

Matt received his Bachelor of Arts degree in Government from California State University, Sacramento.

References:

Brian Annis, Undersecretary
 California State Transportation Agency
 (916) 323-5400
brian.annis@calsta.ca.gov
Colleague/Former Co-Worker

Solano Transportation Authority
 (707) 424-6075
dkhalls@sta-snci.com
Client

Daryl Halls, Executive Director

**Seamus Murphy, Government Relations
Manager**

San Mateo County Transit District
(650) 508-6388
murphys@samtrans.com
Client

Nate Solov, Chief of Staff

Senator Jerry Hill
(916) 651-4013
nate.solov@sen.ca.gov
Colleague/College Roommate

Secondary Advocacy Contact's Qualifications

Karen Lange has been in government affairs & advocacy for 15 years helps manage over 15 clients for SYA and PCI as she has since joining Peterson Consulting in 2006. Ms. Lange has been working in the legislative field for 16 years, starting as an intern for a Member of Congress in Washington, DC in 1998.

In 2000, Ms. Lange began working in the California State Assembly as a legislative aid, focusing on energy issues during the California energy crisis. Ms. Lange then transitioned to the private sector, working for Navigant Consulting, Inc. as legislative and regulatory analyst, focusing on energy policy at the State and Federal level.

Ms. Lange then went on to become the Legislative Director for a member of the California State Assembly, staffing the legislator on key committees such as Water, Parks and Wildlife, as well as Agriculture and Health. Ms. Lange then went on to become a legislative advocate working for Peterson Consulting and Shaw/Yoder/Antwih, where she focuses on local government concerns, working on behalf of many counties throughout California.

In recent years, Ms. Lange has devoted a significant amount of time to working on water-related issues, given all of the activities in the Legislature and at the Administration level regarding the State's water infrastructure and the direct impacts those activities have on local agencies. During the 2013-2014 session, a revised water bond was crafted, and successfully placed before the voters for their consideration. Ms. Lange worked closely with the two authors' offices regarding the development of that bond, in order to ensure our clients were as best positioned as possible for funding, should the voters approve the measure, which they did.

Finding a funding solution for water control projects remains a top focus for Ms. Lange, with emphasis on empowering local agencies. Ms. Lange anticipates working in support of reforms to Proposition 218 during the 2015-2016 session, as that Proposition contained provisions which create major fiscal obstacles for local agencies needed to fund projects.

Ms. Lange holds a Bachelor of Arts degree from the University of California, Berkeley.

References:

Bruce Gibson, Chair

San Luis Obispo County Board of Supervisors
(805) 781-4338
cmckee@co.slo.ca.us
Client

**Katie Patterson, Deputy County Administrator
for Government Affairs**

San Joaquin County
(209) 468-2997
kpatterson@sjgov.org
Client

Nate Beason, Chair

Nevada County Board of Supervisors
 (530) 265-1480
nate.beason@co.nevada.ca.us
Client

Kasey Schimke, Legislative Affairs Director

California Department of Water Resources
 (916) 653-0488
kschimke@water.ca.gov
Colleague

G. Areas of Focus, Work Performed, and Approach to Services

As mentioned above, the legislative advocates at SYA are recognized in Sacramento as transportation, infrastructure, local government, and water policy experts. The firm has developed a specialty in the transportation and local government policy areas through representation of regional planning agencies, public transit agencies, and cities and counties starting from the firm's inception. Our work in this field allows us to be involved in most every major transportation and local government policy or funding development in Sacramento in recent years. Highlights include: Local street and road funding, water bond funding, funding for affordable housing, developing economic development tools for cities and counties in the wake of the elimination of redevelopment, including infrastructure financing districts, development of 1989-90's Blueprint for the 21st Century (which resulted in the Proposition 111 gas tax increase for transportation and Proposition 108's multi-billion dollar transportation funding bond); participation in the Traffic Congestion Relief Act of 2000 and Proposition 42, which dedicated the sales tax on gasoline to a variety of transportation programs and projects; crafting Proposition 1B; implementation of a high speed rail funding program through Proposition 1A, transportation funding and programming activities at the California Transportation Commission, negotiating the "gas tax swap" legislation to provide funding for highways and transit and, most recently Cap and Trade funding in the state budget process and in the guideline development process at various state agencies. Some examples of work we recently performed for our clients, including those referenced above, is as follows:

C/CAG

- Successful passage of AB 2170 (Mullin) declaring a joint powers authority's ability to seek voter approval for property-related fees and taxes
- Successful passage of AB 2403 (Rendon) clarifying the definition of water in Proposition 218
- Inclusion of stormwater funding, including green infrastructure, in Proposition 1 (2014 Water Bond)

LA Metro

- Enacted special legislation (AB 1026-Keuhl, 2006) to authorize LA Metro to utilize design-build on the I-405 Freeway.
- Enacted AB 2321 (Feuer) which lead to voter approval of Measure R, a local ½-cent sales tax dedicated to transportation in Los Angeles county for a duration of 30 years. When it was originally approved by voters, Measure R was estimated to generate \$40 billion over the life of the tax.
- Enacted legislation that helped LA Metro secure a \$210 million grant from the US Department of Transportation to evaluate congestion pricing on high-occupancy toll (HOT) lanes along the I-10 and the SR 110 Freeways. Enacted subsequent legislation in 2014, SB 983 (Hernandez) to make this authority permanent.

SamTrans/Caltrain

- Secured an ongoing allocation of 25 percent of all Cap and Trade funding for sustainable communities and transit

- Secured the remaining appropriation of \$1 billion in Proposition 1B capital funds for transit and intercity rail
- Successful passage of SB 1433 (Hill) and SB 785 (Wolk) authorizing the continued use of design-build for the Caltrain electrification project
- Secured a total appropriation of \$706 million in Proposition 1A High-Speed Rail funds for the Caltrain Modernization Program

Solano Transportation Authority

- Successful passage of SB 1368 allowing a JPA to take ownership of park and ride facilities from Caltrans
- Secured \$56 million from the Proposition 1B Corridor Mobility Improvement Account (CMIA) for the I-80/680 interchange project in Solano County
- Secured \$21.9 million in funding for three different projects (\$13 million for I-80/I-680/Route 12 interchange, \$7 million for State Route 12/Route 29/I-80 interchange, and \$1.9 million for Capitol Corridor's 8th and 9th trains), in the Governor's Traffic Congestion Relief Program
- Enactment of legislation authorizing transportation planning agencies and county transportation commissions to request and receive up to 5% of a county's share of STIP for the purposes of project planning, programming, and monitoring (Solano Transportation Authority)

San Luis Obispo County

- Successful passage of AB 2161 (Achadjian) which expanded the requirement for the State Energy Resources Conservation and Development Commission to provide up to \$7,000,000 in grants to qualified counties for renewable energy resources
- Successful passage of AB 1125 (Achadjian) authorized the County of San Luis Obispo, and the Los Osos Community Services District, upon resuming the responsibilities of operating a community wastewater collection and treatment system, to develop a program that would offset the assessments and charges adopted by the county for very low and low-income households with outside funds, including grants

Our basic approach to effective advocacy is information-based; and, our principals have demonstrated time and again the ability to get the right information to the right decision-makers in Sacramento, as well as the ability to obtain for our clients the meetings with the people they want to meet with, when they want to meet with them. SYA proposes to continue to provide access to key decision makers in state government with whom C/CAG needs to maintain positive relationships. We also propose to continue a proactive program of representation for you, wherein we shepherd C/CAG's legislation through the legislative process, and identify bills and other legislative or regulatory developments of potential interest to C/CAG *early* in the process, report those to you, and work with your staff to evaluate the impacts on C/CAG and take action positions as appropriate to protect your interests.

Our firm enjoys a reputation among legislators, staff, and peers as one of the hardest working and most effective lobbying firms in Sacramento. All our advocates spend much of our time in the Capitol making direct contact with legislators, staff, and others. It is in the halls of the Capitol that we can be most effective, and it is there that we are most likely to learn in a timely manner about opportunities for and challenges to our clients.

Our approach is also collaborative: we will continue seeking to affiliate C/CAG with like-minded organizations working on broader goals supportive of your individual efforts. For instance, through the California Transit Association (to which SYA provides both association management and legislative

advocacy services), we work regularly with a broad spectrum of stakeholders within the transit community to guarantee successful outcomes for agencies with similar interests. This also allows us to stay abreast of pertinent regulatory and legislative issues currently facing the public transportation community.

Additionally, in our opinion, a successful program of advocating for C/CAG will continue to require strategic participation and involvement by the C/CAG's Board, executive director, and staff. We look forward to helping coordinate these efforts on behalf of C/CAG.

H. Services Performed and Cost Proposal

As stated above, our approach to successful advocacy revolves around accessing information and ensuring the flow of information between the agencies and organizations we represent and key decision-makers. We propose to continue our day-to-day program of representing C/CAG, by delivering all the tasks set forth in the Scope of Services section of the RFP. Additionally, we propose to carry out various tasks not specifically listed in the RFP, but which currently contribute to an overall effective lobbying program for you. SYA's lobbyists and technical support staff currently provide all these services to C/CAG. Specifically, our proposed program of Sacramento legislative advocacy for C/CAG includes the following, which reflects our approach to and incorporation and delivery of the tasks outlined in the RFP:

1. Assist in developing and carrying out C/CAG's 2015 and 2016 legislative priorities by continuing to be in regular contact with your key staff to ensure they know what's going on in Sacramento, and to obtain from them their specialized perspective on bills and other legislative developments we identify as having a potential impact on C/CAG.
2. Review every individual piece of legislation, as it is introduced or amended. All of our registered lobbyists review every introduced bill, and every amendment thereafter to ensure nothing falls through. To help identify bills of importance to C/CAG, we would first flag bills that may have an impact on C/CAG's adopted legislative program. We would also cross-check key bills flagged by other SYA local agency clients, as well as statewide organizations representing local agencies (e.g. League of Cities, CALCOG) to further bolster our efforts to initially capture relevant bills. Legislation initially flagged as potentially impacting C/CAG would then be given a second vetting for consistency with your adopted legislative program, as well as previously identified bills, and then referred to C/CAG staff for further analysis and response. We would also research the background of priority bills, and refer that material to staff to assist in developing C/CAG's position as you consider which bills to include in monthly reports to your Board. We would provide advice and analysis on key bills identified by staff and the Board and track these bills in a computer database. Finally, we would work with C/CAG staff to submit regular, streamlined reports to the Board regarding the status of each priority bill.
3. Work with C/CAG staff to translate your legislative program into specific objectives, such as introduction of, or amendments to, bills to further the goals of C/CAG, and the adoption of official positions on existing legislation. We would advise on the cost impact of your proposals, and the political feasibility of such proposals. We would obtain authors for your original legislative proposals, and provide necessary support to your authors to obtain passage of your legislation in the Legislative Session.

4. As bills are identified as a priority by SYA & C/CAG and move through the legislative process, we would monitor and if appropriate, communicate your official position on legislation to legislators, committees and staff; including preparing & distributing letters and alerts, preparing & delivering testimony before committees, and through personal contact with & lobbying of appropriate legislators & staff. This process will include preparing staff and/or board members of C/CAG for carrying out similar activities, such as testifying before committees and meeting with legislators, legislative staff, or administrative officials. As bills move to the Governor's desk, we will communicate with the appropriate staff in the Governor's Office and in his key policy departments and state agencies regarding C/CAG's position on bills. We will carry out a similar program on all regulatory matters of interest to the C/CAG, including lobbying Executive Branch agencies and departments.
5. Meet with your legislative delegation and other key state officials, formally when needed and informally on an ongoing and ad hoc basis, with an emphasis on maintaining our excellent relationships with Senator Jerry Hill and Assembly Members Rich Gordon, Kevin Mullin, & Phil Ting to ensure they continue to understand the lobbying team working for you, and to provide ongoing education to them on all issues of importance to C/CAG. Additionally, we would meet with and put your staff in contact with other members of the Legislature, including the Speaker of the Assembly, the Senate President Pro Tem, and the Chairs and Vice-Chairs of key committees, to ensure issues of importance are understood globally.
6. Monitor and attend legislative committee and administrative agency hearings to assess the impact on C/CAG of actions taken by these entities regarding legislation or regulations. Our team regularly attends hearings and meetings held by the Senate and Assembly Transportation Committees; Budget Subcommittees; Appropriations Committees; Local Government, Governmental Organization, and Governance and Finance Committees; CPUC; CTC; and CARB. Our emphasis would be on legislation, funding, or regulatory developments consistent with C/CAG's adopted policy priorities.
7. Continue to assist C/CAG's Board, executive director, and staff in developing strategies and assessing political considerations, and would provide recommendations to respond to legislative and regulatory issues as they arise, whether in the form of specific bills or as broad policy or funding issues. Our emphasis would be on maximizing state benefits accruing to C/CAG and opposing threats to C/CAG's established purpose and funding sources. We actively monitor not only pending legislation in the Capitol, but also existing and pending regulations and guidelines impacting local agencies at CPUC, CTC, and CARB.
8. Assist you in working with other public agencies and organizations to develop support for C/CAG's policies and identify those entities with like-minded goals. The members of our team regularly interact with the staff, lobbyists and members of organizations C/CAG already is – or, should be – partnering with, including: MTC; CTC; SWRCB; the League of Cities, CSAC, the California Association of Councils of Government (CALCOG); the California Alliance for Jobs; and Transportation California.
9. Maintain necessary formal and informal ongoing communications with Governor's Office staff and state officials on C/CAG's behalf. This continuing contact would ensure that these individuals understand that C/CAG is an active participant in state efforts affecting things like congestion management and the environment.

10. Provide necessary written and oral reports on issues of importance to C/CAG, including: telephone calls and/or emails, as needed to provide high priority alerts on breaking legislative news; monthly regularly-scheduled telephone calls for purposes of providing updates and receiving direction; and regular written reports reflecting the latest status of each bill lobbied or being monitored by C/CAG, as well as an overview of ongoing policy and funding developments affecting C/CAG, on a monthly basis or as requested. Such reporting would also include attendance by our team at meetings of, and presentations to, the C/CAG Board, the Legislative Committee, and staff.
11. We would adhere to all regulations governing the activities of registered lobbyists in California, including preparing necessary Fair Political Practices Commission lobbying reports for execution by the C/CAG.

In all these activities, our focus would be on *proactively positioning C/CAG* and advancing your initiatives and goals, i.e. we will not just *react* to what happens in Sacramento.

For all of the above listed services, we propose to represent C/CAG for an annual rate of \$72,000, or \$6,000 per month, for the duration of the 2015-16 Legislation Session, and, we suggest an option for C/CAG to extend the agreed upon contract for the 2017-18 Legislative Session under the same terms. The aforementioned proposal is, of course, open to negotiation between C/CAG and SYA. From the amount stated above, SYA proposes to pay Khouri Consulting to support our advocacy efforts for an annual rate of \$20,000, or \$1,666 per month.

I. Conflict Resolution

SYA strives to recognize and resolve potential conflicts between its clients as early as possible. We hold regular meetings to discuss the legislative priorities of our clients. This practice helps identify potential issues and generally leads to an agreeable solution before an issue becomes a significant conflicts. SYA also has a team of lobbyists sharing the workload for each client so that we are not presented with a scenario in which we cannot support a client's legislative program in front of the Legislature. If, in the rare instance there was no way to avoid a conflict amongst clients, SYA's policy is to give deference to the client under contract with the firm the longest.