

Bid Response

Request for Qualifications No. 1902-329

Issued March 27, 2019

by

Contra Costa County

for

State Legislative Advocacy Services

Submitted by

Nielsen Merksamer Parrinello Gross & Leoni LLP

1415 L Street, Suite 1200

Sacramento, California 95814

916-446-6752 Office

Contact: Benjamin Palmer, Attorney

April 22, 2019

Proposal Submission Deadline:

12:00 PM Wednesday, April 24, 2019

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TAB A

April 22, 2019

Mr. David Twa, County Administrator
Contra Costa County
651 Pine Street, 10th Floor
Martinez, CA 94553

Re: Bid Response to Request for Qualifications No. 1902-329
(Checklist Item C)

Dear Mr. Twa:

This cover letter is submitted in conjunction with the above-referenced Request for Qualifications (RFQ).

1. Nielsen Merksamer Parrinello Gross & Leoni, LLP is the official name of the law firm submitting the bid response. For brevity's sake, the firm will be referred to as Nielsen Merksamer.
2. Nielsen Merksamer is a limited liability partnership.
3. Nielsen Merksamer has been organized under the laws of the State of California, including the State Bar of California, as a law firm since 1972 and as a limited liability partnership since 1997.
4. The firm has two locations. Legislative advocacy services will be handled in the Sacramento office and political law compliance will be handled in the San Rafael office. The respective addresses are:

1415 L Street, Suite 1200
Sacramento, CA 95814
Phone – (916) 446-6752
Fax – (916) 446-6106

Mr. David Twa
County Administrator
April 22, 2109
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2350 Kerner Blvd., Suite 250
San Rafael, CA 94901
Phone – (415) 389-6800
Fax – (415) 388-6874

5. Nielsen Merksamer's Federal Tax ID Number is 94-2908148.
6. The contact person for the purpose of this RFQ response is Benjamin Palmer, a Nielsen Merksamer attorney. Mr. Palmer can be reached at the Sacramento address and phone number, or on his cell phone at 916-291-4020. His e-mail address is bpalmer@nmgovlaw.com. Mr. Palmer is authorized to make representations on behalf of and to bind the firm.
7. Nielsen Merksamer is in good standing in the State of California and has all licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFQ.
8. Nielsen Merksamer accepts all conditions and requirements contained in the RFQ.

Cordially,



Ben Palmer
Attorney

TAB B

D. RESPONDER'S QUALIFICATIONS AND EXPERIENCE

1. Description of Nielsen Merksamer

Nielsen Merksamer is a bipartisan law firm specializing in government and political law and related litigation for over 40 years. We are organized as a Limited Liability Partnership and, when combining attorneys, professional and administrative staff in our Sacramento and Marin offices, have over 60 employees. The firm is comprised of three sections: Government Law, Political Law, and Litigation. The firm is led by a management committee whose members are Steve Merksamer, James Gross, Steve Lucas, and Sean Welch.

We currently represent approximately 80 clients in the legislative and regulatory spheres in Sacramento, including health care interests, numerous local government entities, multiple "Fortune 500" companies, and various professional trade associations. As a result of the breadth and diversity of our client base, we are at the forefront of most of the major issues in this State. We are currently involved in matters ranging from transportation and government finance to water policy and health care.

Our firm prides itself on a thoughtful, substantive approach to legislative and regulatory advocacy, relying on our legal and strategic skills as well as the credibility we have developed over the years. Nielsen Merksamer provides both the expertise and the solid relationships necessary to bring continued and additional success. We have considerable experience in forging coalitions to support our clients' interests and are experienced in finding allies to assist our clients' legislative agenda. Because members of the firm are from both political parties, all of whom have been active in politics and government for many years, we have excellent relationships with both sides of the aisle. Indeed, the ability to work well with Democrats and Republicans is a necessity in representing clients with a diversity of interests.

Our depth of experience in government is also important. Our firm's members include a former Chief of Staff to a Governor, a former Cabinet Secretary to a Governor, a former Chief Deputy Legislative Secretary to a Governor, former consultants to several legislative committees, and several Deputy Attorneys General, including a former Special Assistant Attorney General and Chief Assistant Attorney General.

2. Experience with Local Government

Nielsen Merksamer represents numerous public agencies, including counties, cities, fire jurisdictions and their respective statewide organizations on many different issues. The firm was counsel to the California State Association of Counties, the League of California Cities, and the California Special Districts Association in their successful effort to draft and enact Proposition 1A, which stopped shifts of local tax revenues to benefit the State. As a result of our work with these entities, we are a participant and leader in the ongoing discussion about the fiscal relationship between the State and local jurisdictions.

For many years, we have been active participants in the California State Association of Counties (CSAC) and the Urban Counties Caucus (UCC), and participate in county caucus and urban caucus meetings. We attend and participate in the CSAC Annual Meeting and annual Legislative Conference and work closely with CSAC and UCC in preparing materials and strategizing on issues of concern to counties. We have worked with County Supervisors on the CSAC and UCC Executive Committees and Boards of Directors and are active on nearly a daily basis with CSAC staff.

To demonstrate the depth of our experience representing local governments, below is a partial list of some of the governmental entities we have served for a considerable length of time. Currently, Nielsen Merksamer has over 50 clients for whom we provide legislative and/or regulatory advocacy services. The breadth of our client base is an asset for all our clients because it gives us a base and depth of knowledge and experience in state government.

- County of Marin (represented since October 1995). General legislative advocacy and special representation on tax matters and tribal issues.
- County of San Diego (represented since December 1996). General legislative advocacy and special representation on tribal issues.
- Orange County Fire Authority (represented since February 1998). General legislative advocacy.
- County of Yolo (represented since April 2002). General legislative advocacy and special representation on tax matters and tribal issues.
- County of Contra Costa (represented since December 2002). General legislative advocacy and special representation on tribal issues.
- County of Tulare (represented since January 2003). Special representation on tribal issues.
- County of Amador (represented since January 2005). Special representation on tribal issues.
- City of Visalia (represented since 2011). General legislative advocacy.

TAB C

E. Key Personnel – Qualifications and Experience

If the firm is selected to represent the County, it will be primarily represented by three members of the firm, Benjamin Palmer, Michelle Rubalcava and Jim Gross.

BENJAMIN C. PALMER is an attorney in the firm's Government Law section specializing in legislative advocacy, issues relating to local government, the administration of justice, regulation of business activities as well as privacy and electronic communications. Mr. Palmer has extensively represented Contra Costa, Marin, and Yolo Counties since joining the firm in 2016.

Prior to joining Nielsen Merksamer over three years ago, Mr. Palmer served as chief counsel for the Senate Judiciary Committee where he worked for ten years. Mr. Palmer worked on over a thousand bills as well as high profile issues ranging from foreclosure and tort liability to privacy and data breach. He worked extensively with the Judicial Council of California to address issues relating to access to justice, court efficiencies and funding for the Judicial branch. Before working for the Senate, Mr. Palmer served as an extern to federal Judge Kimberly Mueller and as a law clerk in the Civil Division of the United States Attorney's Office.

Mr. Palmer attended U.C. Davis, where he earned degrees in Biological Sciences and Psychology. He received his juris doctor with distinction from the University of the Pacific's McGeorge School of Law. Mr. Palmer is a member of the California State Bar.

bpalmer@nmgovlaw.com

1415 L Street, Suite 1200

Sacramento, CA 95814

(916) 446-6752

MICHELLE RUBALCAVA is Senior Counsel in the firm's government law section. Prior to joining Nielsen Merksamer two years ago, Ms. Rubalcava was employed as an in-house Legislative Advocate for the County of Los Angeles. Ms. Rubalcava has twenty years of extensive experience in and around state politics and as a health care attorney and legislative advocate. She has worked for distinguished legislators, such as, Senator Bryon D. Sher. Ms. Rubalcava has significant experience representing local governments and their unique advocacy needs.

Ms. Rubalcava was an appointee to the City of Sacramento's Redistricting Citizens Advisory Committee, where she served as Vice-Chair, and was also appointed as a Delegate to the California Democratic Party. Ms. Rubalcava attended the University of California, Davis

campus, where she earned her Bachelor's degree in International Relations. She received her Juris Doctor from the University of the Pacific's McGeorge School of Law in 2003. Ms. Rubalcava is a member of the California State Bar.

mrubalcava@nmgovlaw.com
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Sacramento, CA 95814
(916) 446-6752

JAMES (Jim) C. GROSS is a partner specializing in government law and the legislative process and is one of the original members of the firm's government law section. He specializes in health issues, state and local fiscal and tax policy, and local government issues. He is the lead advocate representing more than 25 health care clients. For more than 30 years, he has participated in the development and passage of major legislation affecting the delivery of health and human services in California. With this experience, Mr. Gross offers clients unparalleled insight into health care issues in California. He is a graduate of the University of California, Davis and the University of California, Davis School of Law where he wrote and edited for the Law Review. Jim has been with the firm since 1981.

jgross@nmgovlaw.com
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(916) 446-6752

When necessary, all of our attorney/lobbyists would be available to work on a matter for the County. If needed, John Moffatt, Kurt Oneto and Missy Johnson will be available to assist Mr. Palmer, Ms. Rubalcava and Mr. Gross. Their biographies are as follows:

JOHN MOFFATT is a partner in the firm's government law section. Prior to joining Nielsen Merksamer, Mr. Moffatt served in the administration of Governor Arnold Schwarzenegger as Chief Deputy Legislative Secretary and Deputy Legislative Secretary beginning in January 2007 and continuing through the end of the Governor's second term in office. In that capacity, Mr. Moffatt served as a member of the Governor's Senior Staff and was responsible for helping develop and negotiate the annual budget as well as the Administration's major policy initiatives. He was also responsible for developing, managing, and negotiating the Administration's policies and positions on all legislative issues and initiatives pertaining to the California Environmental Protection Agency, the California Natural Resources Agency, the California Department of Food and Agriculture and the California Public Utilities Commission.

Prior to joining the Schwarzenegger Administration, Mr. Moffatt served as Legislative Director for Senator Chuck Poochigian (Fresno). He also previously served as Assistant Legislative Director for the California Department of Food and Agriculture and worked in the National Affairs and Research Division of the California Farm Bureau Federation.

Mr. Moffatt attended Cal Poly, San Luis Obispo, where he earned his Bachelor's degree in Agriculture Business while serving as Student Body President. He received his Juris Doctor from the University of the Pacific's McGeorge School of Law with a concentration in taxation policy in 2005. Mr. Moffatt is a member of the California State Bar.

jmoffatt@nmgovlaw.com
1415 L Street, Suite 1200
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(916) 446-6752

MISSY JOHNSON is a legislative advocate who works collaboratively with the firm's partners with an emphasis on issues relating to health care, occupational licensing and consumer protection. Prior to joining the firm, Ms. Johnson was the Vice President of Government Affairs for the California Retailers Association (CRA) where she served as the in-house lobbyist and represented the retail industry on a variety of issues. Prior to joining CRA, Ms. Johnson worked in the California Legislature for ten years in a number of capacities where she developed relationships with key legislative staff and Members. Her last position was with the Senate Committee on Business, Professions, and Economic Development where she worked on issues relating to economic development, workforce training, and California's tourism, entertainment, and sports industries as well as the regulation of the a number of professions.

Ms. Johnson is a graduate of California State University, Sacramento where she studied Criminal Justice and Sociology and completed graduate work in Public Policy and Administration.

mjohnson@nmgovlaw.com
1415 L Street, Suite 1200
Sacramento, CA 95814
(916) 446-6752

KURT ONETO is a partner practicing a wide range of government and election law-related matters including initiatives and referenda, legislative and budget procedure, ballot measure and statutory drafting/interpretation, state constitutional matters, procurement and licensing,

local government, and state and local taxation. Kurt is a member of both the firm's government law and litigation practice groups.

Prior to joining Nielsen Merksamer, Kurt served as a legislative analyst with the California District Attorneys Association and as a legislative aide to a member of the California State Senate. Additionally, Kurt interned for a member of the United States House of Representatives.

KOneto@nmgovlaw.com

1415 L Street, Suite 1200

Sacramento, CA 95814

(916) 446-6752

TAB D

F. Description of the Proposed Services

Due to the strength and experience of our attorneys and legislative advocates, the depth of our client base, and our decades-long experience in government-related issues, as well as our representation of Contra Costa County for the past fifteen years, we are uniquely qualified to represent the County in the complex and unpredictable future. We have demonstrated a commitment to the highest ethical and professional standards and possess the resources and expertise to continue that representation.

In the very rare circumstance of possible actual conflicts, we have consistently been able to resolve matters to the benefit of our clients. We have mutually agreed to conflict language in all of our contractual relationships with clients; as attorneys we are personally committed (and governed by California State Bar rules) to protect our existing clients and in a fair and transparent manner both discuss and resolve conflicts. Should we be selected again to represent the County, we would propose to use the same conflict language we have had in place for many years.

One of the cornerstones of our relationship with all of our clients is strategic development. To put it another way, we not only lobby for our clients, we help establish a comprehensive, strategic legislative advocacy plan. We also help develop an approach to executive branch agencies and, as attorneys, are able to assist with regulatory matters as well. We recognize that in representing Contra Costa County's interests, our best chance of success will be to describe and explain the entire context of the County's position: "the total picture."

The following is a more detailed description of services to be provided during the contract term. We plan to be fully available to the County and respond to any and all requests as soon as possible during the contract period.

1. Legislation and Budget.

In order to present the larger context of our clients' legislative priorities, we delve deeply into the policy considerations that face each client. We will conduct discussions work with key County staff to fully understand program considerations. We regularly work with our governmental clients to develop each year's legislative priorities and are fully prepared to meet with individual staff members, members of the Board of Supervisors, and the County executive staff to implement those priorities throughout the year.

In addition, we monitor all legislation introduced each year and all amendments to bills. We provide all of our clients legislative bill tracking services via State Net. The bill tracking is managed by staff at Nielsen Merksamer who are able to tailor bill tracking reports and hearing

calendars for clients in a variety of formats. We thus have the capacity to keep our clients informed on a regular basis. We can provide written updates as required.

Because most of the principals at Nielsen Merksamer are attorneys, we are able to provide our clients with substantive drafting expertise. Moreover, all the work we do on behalf of the County is protected by the attorney/client privilege. Our legal capability is an asset that distinguishes us from most other lobbying firms. We often draft legislation and work with Legislative Counsel in refining legislative language and we provide research and suggestions to committee consultants analyzing bills. We can organize presentations to committees on all county-sponsored legislation and either provide testimony at the committee hearings or arrange for county staff or supervisors to do so.

Of particular importance, the firm has had great success in representing its clients in the budget process. Our work on behalf of our many clients takes us directly into the intricacies of the annual budget process. We have for many years utilized the budget process as an extraordinary avenue for dealing with clients' interests. For example, we have utilized the budget trailer bill process to effect changes in law that otherwise would have been delayed. We have also successfully pursued allocations from state bond proceeds for a variety of conservation and environmental protection and education projects.

Nielsen Merksamer is accustomed to participating in periodic meetings and conference calls with clients. We are committed to being accessible and in constant communication with our clients. During the times of year when legislative business is at its height, regular communication between County staff and the committees established by the Board of Supervisors with the Nielsen Merksamer team is of course of paramount importance.

Finally, shortly following the expiration of the period for the Governor to sign bills (October 15th in odd numbered years and September 30th in even numbered years), we will provide a year-end report of our activities and the status of the bills of interest to the County.

2. Executive Branch Issues and Regulations.

On occasion, managing legislative priorities is only part of the solution to problems facing the County. Our firm is also skilled in the regulatory and administrative arenas. There are certain program areas in which attention to regulatory issues and the actions of agency officials and staff is particularly and uniquely important, such as with the Department of Health Care Services and the Department of Managed Health Care. The health care services area is a good example of our approach to county issues because with our diverse client base in this field, we have developed a thorough understanding of the operations of the various state agencies

responsible for these programs. It goes without saying that this knowledge can be an important asset in our efforts to assist County staff in resolving health care issues of concern to the County, especially Contra Costa County which operates a public hospital and health plan.

We have assisted the County on numerous issues that have arisen on health care funding reimbursement and program matters. Our experience in these areas is substantial, and we are well respected by these agencies. We also have spent substantial time on realignment issues and expect to continue that work on behalf of a variety of clients.

Another example of our approach to helping the County is our extensive work in the area of state and local fiscal policy. We understand that the most creative and important policy initiatives at the local level can be frustrated by a lack of resources and funding, and that the relationship between local governments, particularly counties, and the State is interdependent and complex.

On behalf of our county clients, we have successfully combined legislative advocacy with consultation and discussion with state agencies to achieve favorable results. Because we represent a number of local jurisdictions, we are constantly involved in numerous fiscal and other policy issues. As a case in point, we have engaged the Department of Education and the Department of Finance to address property tax allocation and program funding issues in which literally millions of dollars were at stake for our county client.

Finally, we understand that the County's interests are inextricably linked to the economic success of its business community, the financial and workplace security of its working citizens, the protection of its environment, and the health and well-being of all its residents, including children, people with disabilities, and the elderly who are especially dependent on county services. Again, our diverse client base gives us insight, understanding and respect for all these important elements that make up the County, and we attempt to bring that perspective to all of our work on the County's behalf.

TAB E

G. References

Current Clients

1. **Marin County**
Matthew Hymel, County Administrator
3501 Civic Center Dr., Suite 331
San Rafael, CA 94903
Phone: (415) 499-6358
mhymel@marincounty.org
Continuous representation since October 1995

2. **Yolo County**
Patrick Blacklock, County Administrator
625 Court Street, Room 202
Woodland, CA 95695
(530) 666-8152
patrick.blacklock@yolocounty.org
Continuous representation since April 2002

3. **Orange County Fire Authority**
Jay Barkman, Legislative Analyst
Orange County Fire Authority
PO Box 57115
Irvine, CA 92619-7115
(714) 573-6048
JayBarkman@ocfa.org
Continuous representation since February 1998

Former clients

1. Maya Altman
CEO, Health Plan of San Mateo
801 Gateway Blvd., Suite 100
South San Francisco, CA 94080
maltman@hpsm.org
(650) 616-2145
Representation starting 1/2003 – ending 1/2005

2. Brian Warren
Biotechnology Innovation Organization (BIO)
Home: 5458 Tree Farm Lane
Santa Barbara, CA 93111
bwarren@bio.org
(916) 606-8016
Home: 5458 Tree Farm Lane
Santa Barbara, CA 93111
Representation starting 1/2011– ending 12/2016

3. Bruce Allen
Former Director of Government Affairs for California Society of Certified Public Accountants
11414 Newton Commons Drive, Unit 102
Las Vegas, NV 89135
bruce@beyondconsulting.com
916-849-5814
Representation starting 1/2010-11/2015

TAB F

H. Relationships

As a result of representing Contra Costa County for nearly 15 years, Nielsen Merksamer has developed strong relationships with the members of the County's legislative delegation. Those relationships can be seen through the various county bills carried by the delegation in response to requests from Nielsen Merksamer. Due to our firm's wide range of clients, we routinely work with all members of the Contra Costa delegation throughout the year. Specific examples of members of the delegation authoring legislation to support the County include the following:

- **Senator Glazer** authored legislation to dissolve the elected board of directors of the West Contra Costa Healthcare District in order to save \$450,000 in election costs every two years.
- **Assemblymember Grayson** authored legislation to provide a sales tax exemption for firefighting equipment purchased by the Crockett-Carquinez Fire Protection District. **Senator Dodd** agreed to coauthor the legislation.
- **Assemblymember Bauer-Kahan** authored legislation to assist Contra Costa and Alameda Counties address issues relating to illegal dumping.

Additionally, through the combined experience of all members of the Nielsen Merksamer team, the firm has solid relationships with numerous members of Governor Newsom's team, including:

- Anthony Williams, Governor's Legislative Secretary
- Angei Wei, Chief Deputy Cabinet Secretary for Policy Development
- Jacqueline Wong-Hernandez, Chief Deputy Director of Finance-Policy
- Che Salinas, Chief Deputy Legislative Affairs Secretary for Operations

Separately, through the firm's work in other areas of law, Nielsen Merksamer has existing relationships with numerous state agencies, including the Office of the Attorney General, Department of Business Oversight, and the Department of Housing & Community Development. Similarly, we have existing relationships with various executive branch officials as well as their staff due to prior interaction on specific issues or in the legislative process.

TAB G

I. Fee Schedule, Exhibit A

The prices set forth in the completed Bid Form (labeled Exhibit A in the RFQ), which is submitted along with this response, include the cost of everything necessary for fulfillment of the contract requirements.

EXHIBIT A
COUNTY OF CONTRA COSTA

RFQ No. 1902-329
for

STATE LEGISLATIVE ADVOCACY SERVICES

FEE SCHEDULE

Fees shall be submitted on Exhibit A as is. No alterations or changes of any kind are permitted. Responses that do not comply will be subject to rejection in total. The fees quoted below shall include all taxes and all other charges and is the cost the County will pay for the three-year term of any contract that is a result of this RFQ.

Prices shall include everything necessary for the completion of and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, labor, services, taxes, licenses, permits and an estimated cost for two (2) trips to Contra Costa County per year required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents.

Responder agrees that the prices quoted are the maximum they will charge during the term of any contract awarded.

Description	Unit of Measure	No. Units	1st Year		2nd Year		3rd Year		Total for Three (3) Years
			Charge per Unit	Extension	Charge per unit	Extension	Charge per unit	Extension	
	A	B	C	D = B * C	E	F = B * E	G	H = B * G	I = (D + F + H)
Monthly service charge for state legislative advocate program	Per month	12	\$15,000	\$180,000	\$15,000	\$180,000	\$15,000	\$180,000	\$540,000
TOTAL COST FOR SERVICES									\$540,000

FIRM: Nielson Marksimor SIGNATURE:  DATE: 4-22-17
 PRINTED NAME: Benjamin Palmer TITLE: Attorney

TAB H

J. Evidence of Insurance

Nielsen Merksamer will provide evidence of all insurance required in the standard contract to the CAO.



CERTIFICATE OF LIABILITY INSURANCE

NIELS-1

OP ID: EA

DATE (MM/DD/YYYY)

06/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BPIA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Virginia Fontana	CONTACT NAME: Virginia Fontana PHONE (A/C, No, Ext): 650-341-4484 E-MAIL ADDRESS:	FAX (A/C, No): 650-341-4465
	INSURER(S) AFFORDING COVERAGE	
INSURED Nielsen Merksamer Parrinello Gross & Leoni LLP 1415 L Street, Suite 1200 Sacramento, CA 95814	INSURER A : Employers Preferred Ins. Co.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	EIG 1044762-11	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance**CERTIFICATE HOLDER**

Contra Costa County
 651 Pine Street, 11th Floor
 Martinez, CA 94553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Virginia J Fontana

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Insurance Services Inc. License #0757776 3636 American River Drive, Suite 200 Sacramento CA 95864	CONTACT NAME: Tami Ponce de Leon PHONE (A/C, No, Ext): 916-480-4177 FAX (A/C, No): 916-993-7277 E-MAIL ADDRESS: Tami.Poncedeleon@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Insurance Company of America	NAIC # 31534
INSURED Nielsen Merksamer Parrinello Gross & Leoni, LLP 1415 L Street, Suite 1200 Sacramento CA 95814	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1379208080 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	OBF D482528 01	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		OBF D482528 01	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		OBF D482528 01	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Legal Services

Additional Insured: County of Contra Costa as required by written contract.

Forms: 391-1006 0816

CERTIFICATE HOLDER

CANCELLATION

County of Contra Costa
 651 Pine St., 11th Fl.
 Martinez CA 94553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured – Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage – Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury – Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II – LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II – LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – LIABILITY, C. Who Is An Insured:**

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II – LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. The following is added to **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

- b. For the purposes of this endorsement, the following definition is added to **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions:**

- 1. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury – Broad Form

a. **SECTION II – LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to “Personal and Advertising Injury”**, paragraph e. is deleted.

b. **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions, 14. “Personal and advertising injury”**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. “Personal and advertising injury”**:

“Discrimination” (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such “discrimination” is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an “employee”, not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions**:

1. “Discrimination” means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. “Discrimination” does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for “personal and advertising injury” is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. **Recall of Products, Work or Impaired Property** is replaced by the following:

o. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) “Your product”;

(2) “Your work”; or

(3) “Impaired property”;

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”.

However, the exception to the exclusion does not apply to “product recall expenses” resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of “your product” which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of “your products” that have no known or suspected defect solely because a known or suspected defect in another of “your products” has been found.

b. The following is added to **SECTION II – LIABILITY, C. Who Is An Insured, paragraph 3.b.**:

“Product recall expense” arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II – LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of

a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II – LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II – LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II – LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

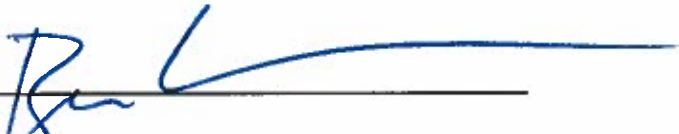
The following is added to **SECTION II – LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

TAB I

Signature page for Response to Request For Qualifications



Benjamin Palmer, Attorney
Nielsen Merksamer Parrinello Gross & Leoni, LLP



Date

**Response to
Contra Costa County
Request for Statements of Qualifications
For
Legislative Advocacy Services**



**Submitted by
Quintana, Watts & Hartmann
925 L Street, Suite 220
Sacramento, CA 95814**

April 24, 2019

County of Contra Costa Request for Qualifications No. 1902-329

ORIGINAL

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April 24, 2019

State Legislative Advocacy Services
RFQ #1902-329
David Twa
Contra Costa County,
County Administrator’s Office
651 Pine Street, 10th floor
Martinez, CA 94553

Subject: Cover Letter - SOQ for State Legislative Advocacy Services – RFQ# 1902-329

Dear Mr. Twa,

The firm of Quintana, Watts & Hartmann, LLC ("QWH") is pleased to present this Statement of Qualifications to Contra Costa County, jointly with the firms of Smith, Watts & Hartmann ("SWH"), and Loomis Advocacy Solutions ("LAS"). This is in response to the County’s “Request for Statements of Qualifications” for State Legislative Advocacy Services, as indicated in the RFQ No. 1902-329.

Quintana, Watts & Hartmann will serve as the primary consultant for the purposes of this SOQ.

In accordance with the requirements of the RFP, the following information is provided:

Bidder Information:

The legislative advocacy firm of Quintana, Watts & Hartmann, LLC is the primary bidder. The firm is structured as a limited liability company, as a partnership, made up of six partners, David Quintana, Mark Watts, Audra Hartmann, Bill Barnaby, Sr., Bill Barnaby, Jr. and Sean Henschel. QWH was organized under California state law, effective as of November 2018. However, two of the Partners, Mark Watts and Audra Hartmann are also partners in Smith, Watts & Hartmann, which has operated in one form or another continuously since 1982. QWH has two locations in Sacramento.

Firm Locations:

<p>Headquarters: Quintana, Watts & Hartmann, LLC 1215 K Street, Suite 1110 Sacramento, CA 95814</p>	<p>Administrative Office: Quintana, Watts & Hartmann, LLC 925 L Street, Suite 220 Sacramento, CA 95814</p>
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Federal Tax Identification Number: 83-2406838

The firm's contact is as follows:

Audra Hartmann
Quintana, Watts & Hartmann
925 L Street, Suite 220
Sacramento, CA 95814
Fax: 916-446-5508
Email: audra@qwhlobby.com

Firm Representations:

QWH, and its subconsultants, SWH and LAS are in good standing with the State of California to do business throughout the state and each of the principals are duly registered under California State Law with the Secretary of State as lobbyists.

Firm Acceptance:

QWH, its subconsultants and each of the firm's principals have read and understood all the requirements in the RFQ and accept all requirements and conditions if awarded the contract.

This SOQ and its content is valid for 180 days from the date of this letter.

We very much look forward to your response to our Statement of Qualifications.

Again, thank you for the opportunity to present our qualifications. If you have any questions, please do not hesitate to contact Audra or Mark at 916-446-5508.

Sincerely,



Audra Hartmann,
Principal

cc: Mark Watts, Smith, Watts & Hartmann, LLC
Pamela Loomis, Loomis Advocacy Solutions

Statement of Qualifications

D. Responder's Qualifications and Experience

Quintana, Watts & Hartmann (QWH) is a Sacramento-based lobbying and consulting firm comprised of seasoned veterans who have extensive experience representing local and tribal governments, Fortune 500 companies, primary and secondary education, and transportation and water districts. Our partners have a deep understanding of the legislative and state budget processes and have a track record of success for our clients by passing legislation, securing funding through the state budget or other state programs, and defeating legislative initiatives with adverse impacts.

The QWH partners who would be working with Contra Costa have been representing local governments for over 20 years. Our local government clients include local and regional transportation clients based in San Francisco, Contra Costa County, Riverside County, San Diego County and San Joaquin County. We represent a water authority in Southern California on regulatory issues and are working with a Northern California tribal government.

For the services outlined in the Contra Costa RFQ, QWH is proposing to work with Loomis Advocacy Solution, hereinafter referred to as ("The Team"), to provide expert advocacy and consulting services to the county. The breadth of The Team will ensure not only sufficient resources, but as we each have our strengths with respect to the Legislature and the State Administration, we believe that we can conduct a very thorough and effective lobbying effort on behalf of Contra Costa.

The Team will be comprised of Mark Watts and Audra Hartmann of Quintana, Watts & Hartmann ("QWH"), and Pam Loomis of Loomis Advocacy Solutions ("LAS"). QWH is presently operating as a limited liability company in the State of California. It has two offices in Sacramento. Mark Watts and Audra Hartmann are located at 925 L Street, Suite 220, Sacramento CA, 95814. LAS is operating as a sole proprietorship in the State of California and is located at 925 L Street, Suite 220, Sacramento, CA 95814.

We have provided examples below of the work that we have done for clients at the Legislature and at various state agencies.

Gerdau Steel – Ms. Hartmann worked with Gerdau Steel, a California manufacturer of steel rebar, to gain passage of legislation that creates GHG benchmarks for a select list of energy-intensive products that are used in large infrastructure projects. This legislation encourages the State to use its purchasing power to procure cleaner/greener products that go into large projects. It also conforms the State's infrastructure purchasing practices with its GHG policies. Ms. Hartmann's work on this issue started with the creation of a coalition of supporters comprised of Ms. Hartmann's client, a key environmental group and the steel workers union. From the beginning, Ms. Hartmann was involved in the development of the strategy for the bill and the drafting of the bill language and amendments. She worked closely with the coalition of supporters to directly advocate for the measure with Legislators and their staff, Governor's staff, agency representatives and with other stakeholders. Ms. Hartmann also helped negotiate with several opponents of the measure. By listening to their concerns and working with the author and supporters to craft acceptable amendments, we were able to get the bill's

opponents to remove their opposition to the measure. The measure, Assembly Bill 262, passed the Legislature with bi-partisan support and was signed by the Governor on October 15, 2017.

Central Valley Gas Storage– In 2016, Ms. Hartmann worked with several companies and their lobbyists to form an informal coalition of the private owners of natural gas storage facilities. The Independent Storage Producers (ISPs), as they were called, were formed to work on SB 887 introduced by Senator Pavley. Ms. Hartmann represented the interests of Central Valley Gas Storage owned by Southern Company Gas. Ms. Hartmann and the informal coalition successfully negotiated language with the author of SB 887 to remove a one-size-fits-all approach to well safety and instead required the Division of Oil, Gas and Geothermal Resources (DOGGR) to develop risk-based safety plans. In addition to work done at the Legislature, this effort included setting up and participating in conversations with DOGGR’s Supervisor, staff and the government affairs lead for the agency. It also included setting up and participating in discussions with representatives from the Governor’s office.

San Diego County Water Authority– Ms. Hartmann is working with a water authority to represent the agency on regulatory issues only. She is part of a team that includes Ms. Minor from Niemela Pappas and Associates. Ms. Hartmann and Ms. Minor share the contract and the work. This ensures that if a conflict does arise for one of the parties, there is at least one person available to work on the client’s issues. The work for the water authority includes: monitoring proposed regulations at the State Water Resources Control Board (SWRCB) and Department of Water Resources (DWR) and reporting on new developments to the client’s management team and staff; developing a strategy for influencing proposed regulations; attending meetings and workshops and reporting the results to the client; testifying on issues for the water authority, as needed; and setting up discussions with SWRCB staff and board members and DWR staff on key issues for the client. This regulatory work does not include any issues pertaining to the Sacramento-San Joaquin Delta.

California’s Independent Telecommunications Companies (CITC)– Ms. Loomis serves as the chief Legislative Advocate for this diverse coalition of 10 small telephone companies serving rural California, by providing political advice, strategy and messaging development, and legislative and administrative advocacy in support of CITC’s public policy priorities. In 2012, she played a key role in the successful passage of SB 379 (Fuller) modifying rate-of-return regulation of small telephone companies by the CPUC, thereby preserving millions of dollars in federal funding. Most recently, Ms. Loomis successfully led a lobbying coalition of interested parties on behalf of CITC to extend universal service high-cost support for both large and small telephone companies until January 1, 2023.

Consolidated Communications (CCI)– Ms. Loomis provides California legislative advocacy services and strategic advice for CCI, a national telecommunications company delivering advanced communications products and services to over 100,000 homes and businesses in Sacramento and Placer Counties. Since CCI’s government relations executives are not located in California, Ms. Loomis is the face of the company to the Legislature and Administration. She actively monitors legislative developments impacting the telecommunications industry, recommends a political strategy and legislative options, and then executes CCI’s adopted course of action.

California Water Association (CWA)– Ms. Loomis consulted with CWA on CPUC administrative issues and provided targeted legislative advocacy on an as needed basis. In 2016, she drafted a legislative proposal on behalf of CWA to remove a statutorily required fee on customers choosing to pay their bills by credit or debit cards. In response to initial opposition from committee staff and stakeholders, Ms. Loomis negotiated amendments that changed their position from oppose to neutral and successfully guided the bill into law.

Sacramento Regional Transit District – In 2016, Mr. Watts drove a strategy to secure repayment of \$50 million of TCRP funds owed to Sacramento RTD. SB 86 was a budget trailer bill that amended the 2015 Budget Act; it contained \$173 million in TCRP funds, which Sacramento RTD’s portion was ranked in the top tier by CTC for repayment.

Anaheim Transportation Network – In 2017 and 2018, Mr. Watts assisted the Anaheim Transportation Network (ATN) in securing \$40 million in TIRCP.

Southern California Regional Rail Authority/Metrolink – In 2017, Mr. Watts provided strategic guidance to Metrolink, in pursuant of TIRCP funds. The state awarded Metrolink more than \$800 million in TIRCP and multi-year funds.

E. Key Personnel – Qualifications and Experience

MARK WATTS

Founding Partner with Quintana, Watts & Hartmann, LLC

POSITION: Founding, **Quintana, Watts & Hartmann, LLC** **TENURE:** November 2018-Present
Sacramento, CA 95814

DUTIES: Serves as an advocate for QW&H offering a full range of services necessary to monitor and represent private and public interests before California State, regional, and local governments. These services include consulting and advocacy on the cost and availability of energy, and the development and implementation of plans, programs, and policies to better utilize public and private transportation infrastructure. The firm assists clients with strategies that enable them to capture additional resources for and expedite implementation of major infrastructure programs. The firm also advises on environmental, financial, political and community processes and issues. Clients include major manufacturers, residential and commercial developers, city and county governments, county and regional transportation and air quality authorities

POSITION: Principle, **Smith, Watts & Hartmann, LLC** **TENURE:** March 2009 – Present
Sacramento, CA 95814

DUTIES: Serves as lead advocate for SWH on a full range of services necessary to monitor and represent private and public interests before California State, regional, and local governments. These services include consulting and advocacy on the cost and availability of energy, and the development and implementation of plans, programs, and policies to better utilize public and private transportation infrastructure. The firm assists clients with strategies that enable them to capture additional resources for and expedite implementation of major infrastructure programs. The firm also advises on environmental, financial, political and community processes and issues. Clients include major manufacturers, residential and commercial developers, city and county governments, county and regional transportation and air quality authorities.

POSITION: **Partner, California Strategies** **TENURE:** January 2007 – March 2009
Sacramento, CA 95814

DUTIES: Serves as lobbyist for a private transportation and resource consulting firm, located in Sacramento, which provides the full range of services necessary to monitor and represent private and public interests before California State, regional, and local governments. These services include consulting and advocacy on the cost and availability of energy, and the development and implementation of plans, programs, and policies to better utilize public and private transportation infrastructure. The firm assists clients with strategies that enable them to capture additional resources for and expedite implementation of major infrastructure programs. The firm also advises on environmental, financial, political and community processes and issues. Clients include major manufacturers, residential and commercial developers, city and county governments, county and regional transportation and air quality authorities.

In addition, Mr. Watts serves as Executive Director of Transportation California, an organization of construction contractors, suppliers and trade unions that build major transportation projects throughout California. Mr. Watts has been involved with public/private partnerships that have led to successful state legislation and project implementation on toll roads in Orange, Riverside and San Diego Counties over the last 20 years.

POSITION: **Partner, Smith, Watts & Company** **TENURE:** December 1999 – January 2007
980 Ninth Street, Suite 1560 ♦ Sacramento, CA 95814

DUTIES: Serves as lobbyist for a private transportation and resource consulting firm, located in Sacramento, which provides the full range of services necessary to monitor and represent private and public interests before California State, regional, and local governments. These services include consulting and advocacy on the cost and availability of energy, and the development and implementation of plans, programs, and policies to better utilize public and private transportation infrastructure. The firm assists clients with strategies that enable them to capture additional resources for and expedite implementation of major infrastructure programs. The firm also advises on environmental, financial, political and community processes and issues. Clients include major manufacturers, residential and commercial developers, city and county governments, county and regional transportation and air quality authorities.

POSITION: **Partner, Advocacion, Inc.** **TENURE:** February 1997 – December 1999
1121 L Street, Suite 610 ♦ Sacramento, CA 95814

DUTIES: With two other partners, managed and served as lobbyist and legislative strategist for firm with more than 34 clients and annual billings of greater than \$1.5 million.

POSITION: **Chief of Staff, Speaker, California State Assembly** **TENURE:** January 1996 – February 1997
State Capitol, Room 219 ♦ Sacramento, CA 95814

DUTIES: Spearheaded transition of the Assembly on behalf of Assembly Speaker Curt Pringle to Republican Leadership for first time in 25 years. Oversaw all aspects of leadership from daily administration of the House, selection of entire new staff of committee consultants, and Republican policy staff operations. Established series of reforms under Speaker Pringle's leadership, including major House budget reductions (more than \$4 million), restructuring of the House rules, opening of Rules Committee hearings, and complete overhaul of the Administration arm of the Assembly.

Major policy achievements included: (1) first year of modern class-size reduction for California's school children, (2) approval of the restructuring and deregulation of the electrical industry, (3) significant tax reductions for individuals and industry, and (4) resolution of homeowner's insurance crisis through establishment of California Earthquake Authority and approval of mini policy for earthquake coverage.

POSITION: **Undersecretary for Transportation** **TENURE:** July 1995 – January 1996
Office of the Secretary, Business, Transportation & Housing Agency
801 K Street, Suite 1918 ♦ Sacramento, CA 95814

DUTIES: Appointed by Governor Pete Wilson to oversee the California Department of Transportation (Caltrans), the California Highway Patrol (CHP) and the California Transportation Commission (CTC), working directly with those agencies as their policy liaison with the Secretary and the Governor's Office. Developed master funding plan to undertake the complete retrofit of nearly 2,000 state-owned bridges, developed budget plan to complete the Governor's commitment to add more than 500 new officers, net, to the CHP during his tenure, and developed budgets for Caltrans which saw more than 2,000 positions eliminated.

POSITION: **Co-Chief Administrative Officer** **TENURE:** January 1995 – June 1995
State Capitol, Room 3016 ♦ Sacramento, CA 95814

DUTIES: Selected jointly by Assembly Speaker Willie Brown and Assembly Republican Leader Jim Brulte to become Republican Co-CAO of the Assembly Rules Committee to ensure equitable distribution of resources between parties and caucuses. Service in this capacity interrupted tenure as Undersecretary, but was approved by Governor Wilson.

EDUCATION: Graduated in 1973 with B.A. in Economics, University of California Santa Barbara

APPOINTMENTS:

1996 California Earthquake Authority, Founding Member (ex officio)
1996, 1997 Member of Governor's Economic Strategy Panel
1995 California High Speed Rail Commission, vice Transportation Secretary Dunphy (one meeting)
1995 California Clean Air and Rail Passenger Bond Act, Allocation Committee (one meeting)

AUDRA HARTMANN

Founding Partner with Quintana, Watts & Hartmann

QUINTANA, WATTS & HARTMANN, Sacramento, CA

November 2018 to present

Founding Partner

Provides strategic advice and advocacy to clients on a variety of energy, water, and climate issues at the California Legislature, California Public Utilities Commission, California Energy Commission, California Air Resources Board, State Water Resources Control Board, and other state agencies.

SMITH, WATTS & HARTMANN, Sacramento, CA

2015 -Present

Partner

Provided advice and advocacy to clients on energy, water, and climate issues at the California Legislature, California Public Utilities Commission, California Energy Commission, California Air Resources Board, the State Water Resources Control Board, and other state agencies.

HARTMANN STRATEGIES GROUP, Sacramento, CA

2013 – 2015

President

Provided advice and advocacy to clients on legislative and regulatory issues as well as coalition building and direct lobbying. Had a strategic alliance with Smith Watts and Company, with agreement to represent and advise their energy clients.

- Defeated legislation in 2014 opposed by an energy efficiency client; bill would have weakened efforts to improve the energy efficiency of appliances sold in CA. Governor vetoed the bill as a result of efforts educating and engaging CA Energy Commission to oppose the bill and request a veto.
- Passed a legislative fix for a client that resulted in the client getting an exemption from court fees that are incurred as a result of the client's official duties.

NEXTERA ENERGY RESOURCES (NEER), Sacramento, CA

2010 – 2013

Director, Government and Regulatory Affairs

Represented NEER in western states on legislative and regulatory issues. Primary focus was on CA, AZ, CO, HI, NV, NM and WY. Developed and implemented political contribution plans as well as managed contract lobbyists.

- Developed strategy, lobbied and passed legislation that created a special tax benefit in Colorado for renewable energy, resulting in a \$4M benefit to company.
- Amended provisions into the 33% renewables portfolio standard legislation, allowing certain facilities outside of California to qualify as preferred in-state resources.
- Collaborated with Governor's staff to qualify a solar facility for special California Environmental Quality Act (CEQA) treatment under the AB 900 provisions, giving the facility an expedited legal process for any CEQA lawsuits.
- Defeated legislative attempts to impose additional visibility standards for new and existing meteorological (met) towers, saving the company several million dollars required to install lighting and retrofit existing towers.
- Served on and managed relationships with 5 trade groups in the West, ensuring positions taken were consistent with company goals and representing NEER during legislative lobbying efforts.
- Generated legislative support for a NM wind facility that was operating without a power purchase contract, resulting in the local utility contracting with the facility.

DYNEGY, Sacramento, CA **2007 – 2010**
Dynegy acquired LS Power's western facilities and employees in April 2007.
Director, Government and Regulatory Affairs
Represented Dynegy in CA and AZ before the legislatures and regulatory agencies. Directed the company's interaction with Texas Legislature for the 2009 legislative session.

LS POWER GENERATION, LLC, Sacramento, CA **2006 – 2007**
LS Power acquired Duke Energy's western facilities and employees in May 2006.
Regional Director, Government and Regulatory Affairs
Represented LS Power in CA and AZ on legislative and regulatory issues. Primary focus was on the CA Energy Commission, CA Public Utilities Commission (CPUC) and the AZ Corporation Commission. Represented LS Power on the boards of CA and AZ trade organizations.

DUKE ENERGY, Sacramento, CA **2001 – 2006**
Regional Director, State Government Affairs
Represented Duke Energy in CA, AZ and WA on government and political issues by developing relationships with the Governor's staff, state commissioners, and key legislators in order to advance Duke Energy's goals.

CALIFORNIA PUBLIC UTILITIES COMMISSION, Sacramento, CA **1998 – 2001**
Deputy Legislative Director/ Legislative Liaison
Represented the Commission before the California Legislature in hearings and meetings with Legislators, staff and lobbyists. Managed legislative and administrative staff in the office of governmental affairs and oversaw the day-to-day operation of the office.

ADDITIONAL PROFESSIONAL EXPERIENCE

CALIFORNIA STATE LEGISLATURE, Sacramento, CA
Legislative Director, California State Senator Dick Monteith
Legislative Assistant, California State Senator Bill Leonard

TEXAS HOUSE OF REPRESENTATIVES, Austin, TX
Committee Research Assistant

EDUCATION

Public Administration, University of Southern California, Los Angeles, CA
Honors: Thematic Option, General Education Honor Program
Resident Honor Program, Early College Entry

PAMELA LOOMIS
Sole Proprietor of Loomis Advocacy Solutions

ORGANIZATION: Loomis Advocacy Solutions
925 L Street, Suite 220
Sacramento, CA 95814

TENURE: March 2018 – Present

EXPERIENCE: Ms. Loomis is a public policy attorney who understands how to successfully navigate California’s legislative and regulatory processes. She utilizes an effective blend of political strategy, communication, and negotiation to forward her clients’ interests. Ms. Loomis facilitates favorable public policy outcomes for her clients through a powerful combination of her 24 years of experience working with state government and excellent bi-partisan relationships with legislators, Administration officials, and their staff. Currently, she represents telecommunications companies before the Legislature and CA Public Utilities Commission.

ORGANIZATION: Nossaman, LLP
625 Capitol Mall, Suite 2500
Sacramento, CA 95814

TENURE: January 2010 – February 2018

EXPERIENCE: As a Senior Policy Advisor at Nossaman, Ms. Loomis developed and implemented legislative and regulatory solutions for businesses with interests related to state government regulation in the policy areas of energy, telecommunications, water, and healthcare. She achieved successful results for her clients with the California State Legislature, the Governor’s Office, and multiple state agencies. She also advised clients with PACs on California Political Reform Act compliance and political contribution strategies.

ORGANIZATION: California Public Utilities Commission
Office of Governmental Affairs
770 L Street, Suite 1250
Sacramento, CA 95814

TENURE: June 2005 – January 2010

EXPERIENCE: Before becoming a contract lobbyist, Ms. Loomis was the Director of Governmental Affairs for the California Public Utilities Commission (CPUC), where she effectively utilized her relationships in the Legislature to advance the Commission’s positions on the Renewable Portfolio Standard, electricity rate structuring reform, broadband infrastructure development, water ratemaking, railroad safety oversight, licensing of limousines and charter buses, telecommunications universal service programs and funds, and the state budget.

ORGANIZATION: California State Legislature
State Capitol
Sacramento, CA 95814

TENURE: January 1995 – May 2005

EXPERIENCE: Prior to her work at the CPUC, Ms. Loomis was the Capitol Director for the Vice Chair of the Senate Energy, Utilities and Communications Committee during the 2001 state energy crisis and beyond. She worked on legislation relating to direct access, electricity standby charges, the CPUC's reasonableness review of utility bilateral contracts for electricity, power plant siting, and distributed generation.

Ms. Loomis also served as Legislative Director for two other state Senators, as well as a Policy Consultant for the Senate Republican Caucus. As leadership staff, she helped to develop caucus positions on housing, insurance, judiciary, taxation, and transportation issues.

EDUCATION: J.D. with distinction from the University of the Pacific, McGeorge School of Law.
B.A. International Relations from the University of California, Davis.

**CA STATE BAR
ADMISSION:** 2004: License No. 231639.

**PROFESSIONAL
AFFILIATIONS:** The Conference of California Public Utility Counsel (CCPUC)
Institute of Governmental Advocates (IGA)
California Communications Association (CalCom)
California Women in Energy (CAWiE)
Capitol Network

F. Description of Proposed Services

The Team that would be working with Contra Costa includes seasoned veterans that have extensive experience working with the Legislature, the Governor's office and state agencies. We know how the legislative and budgeting processes work, and we have succeeded in obtaining measurable results for our clients. What sets us apart from others is the experience we have and the fact that we are a known entity to Contra Costa. Contra Costa has worked extensively with one of our Team members, Mark Watts, under an existing contract with Smith, Watts & Hartmann. Mr. Watts currently provides transportation advice and advocacy to Contra Costa.

The Team is proposing to provide additional value to Contra Costa under a new contract with Quintana, Watts & Hartmann (QWH) that would cover all of the remaining issues for Contra Costa. Under this proposal, Ms. Hartmann would be the lead on the contract since she is registered to lobby for QWH. Ms. Hartmann would subcontract with Mr. Watts, who is registered to lobby for Smith, Watts & Hartmann, and with Ms. Loomis of LAS.

We believe this arrangement will benefit Contra Costa because it includes Mr. Watts who already understands Contra Costa's issues. It also adds two veteran advocates, Ms. Hartmann and Ms. Loomis, who can provide legislative and regulatory representation for Contra Costa. Ms. Hartmann currently represents clients before the California Legislature, Governor's Office, California Public Utilities Commission, California Energy Commission, California Air Resources Board, State Water Resources Control Board, and the California Department of Water Resources. Ms. Loomis represents clients before the California Legislature, Governor's Office, and California Public Utilities Commission. As mentioned earlier in this document, the three members of the Team work closely together and are housed in the same offices. Mr. Watts and Ms. Hartmann regularly subcontract with Ms. Loomis on legislative and regulatory issues.

With regard to the scope of work, if selected to work with Contra Costa, the Team would like to set up an in-person meeting with Contra Costa's staff to identify the organization's goals for the coming year. This would allow the Team to begin our partnership with a clear understanding of our goals and priorities on policy as well as the overall objectives for Contra Costa. Once the key issues are identified, and goals have been set, The Team would work with Contra Costa to create a strategy for achieving those goals. The strategy would inform a course of action, such as sponsoring new legislation, or outlining the steps needed to gain support for or defeat legislation. The individual action items will be dependent on the identified goals of Contra Costa, and would include, but not be limited to the following:

1) Develop Strategy for Contra Costa

- a. The Team would work with Contra Costa to identify the top priorities and concerns for the year.
- b. The Team would work with Contra Costa to develop a list of key influencers (legislators, staff, regulators, and interest groups) and create a plan that would enable Contra Costa to develop better relationships with this group. The plan could include specific tasks such as assigning someone to establish a connection/rapport with an identified group.
- c. Identify and alert Contra Costa of proposed legislation and regulations that may impact Contra Costa. The issues would include policy areas that Contra Costa has identified as important, including health care, homelessness, realignment implementation, State Budget, and water issues;

- d. Provide recommendations to Contra Costa on proposed policy;
 - e. Develop a strategy on Contra Costa's top priorities that would achieve the desired outcome. The strategy would be tailored for the needs of the specific project but could include specific steps for the lobbyists and Contra Costa staff, including recommended meetings with key officials, the development of a coalition, outreach to other like-minded organizations, and testimony before the Legislature or state agency.
- 2) *Represent the County* – The Team would represent Contra Costa before the Legislature, the Governor's office, and state agencies on issues that are identified as important to Contra Costa. This would include:
- a. Setting up meetings with state legislators, regulators, and key staff to educate them on Contra Costa, discuss the proposed policy, and outline Contra Costa's position or concerns with the proposal;
 - b. Testifying on behalf of Contra Costa in legislative committees or before state agencies on proposed policy;
 - c. Attending meetings and representing Contra Costa in association meetings.
- 3) *Sponsor Legislation* – If Contra Costa decides to sponsor legislation, the Team would work with Contra Costa to:
- a. Identify and arrange meetings with legislators that could introduce the sponsored legislation;
 - b. Draft the legislative language and/or amendments;
 - c. Work with Contra Costa to refine the message on legislation which includes working on:
 - i. Position papers,
 - ii. Fact sheets showing benefits to the local community,
 - iii. Support and opposition letters, and
 - iv. Any necessary material needed to advocate on behalf of Contra Costa;
 - d. Lobby legislators and their staff to support the bill;
 - e. Testify in Committee on the bill or arrange for staff from Contra Costa to provide testimony;
 - f. Work with the opposition to work out concerns with the legislation; and
 - g. Set up discussions with the Governor's staff and, if needed, the Department of Finance to discuss any concerns they may have with the measure.
- 4) *Communicate with Contra Costa* – The Team would provide Contra Costa with written and verbal updates on legislation, proposed amendments, important proposed regulations, and other developments that could impact Contra Costa. Some of the specific updates will include:
- a. Legislative updates on new and proposed bills;
 - b. Summaries of legislative hearings and regulatory meetings;
 - c. Updates on budget developments;
 - d. Email or verbal communications on activity that could impact Contra Costa, including any changes to the Contra Costa legislative delegation;
 - e. A yearly summary on legislative positions, major activities, and accomplishments;
 - f. Active participation in conference calls with Contra Costa's legislative committee; and
 - g. Attendance at Contra Costa meetings or Board meetings.

G. References

<i>Current Client References:</i>		
<p>Riverside County Transportation Commission (RCTC) Anne Mayer, Executive Director P.O. Box 12008 Riverside, CA 92502-2208 Phone: (951) 787-7141</p> <p>Client of Smith, Watts & Hartmann from 2010 and is ongoing</p>	<p>San Francisco County Transportation Authority (SFCTA) Tilly Chang, Executive Director 1455 Market Street, 22nd Floor San Francisco, CA 94103 Phone: (415) 306-4506</p> <p>Client of Smith, Watts & Hartmann from 2010 and is ongoing</p>	<p>California Steel Industries Brett Guge, Executive Vice President P.O. Box 5080 Fontana, CA 92335 Phone: (909) 350-6208</p> <p>Client of Quintana, Watts & Hartmann since 2018 (previously a client of Smith, Watts & Hartmann since 2009)</p>
<i>Former Client References:</i>		
<p>Transportation California Will Kempton, former Executive Director (2013 – early 2017) 140 Feather Falls Circle Folsom, CA 95630 Phone: (714) 272-5270</p> <p>Client of Smith, Watts & Hartmann since 2003 and is ongoing</p>	<p>Gerdau Ameristeel Energy Inc. Samuel Harper, Regional Energy Manager 300 Ward Road Midlothian, TX 76065 Phone: (214) 463-9423</p> <p>Client of Smith, Watts & Hartmann from 2011 through 2018</p>	<p>Messer US (Formerly Linde, LLC) Nitin Natesan, Business Development Manager, Hydrogen Fueling 2389 Lincoln Avenue Hayward, CA 94545 Phone: (908) 720-4754</p> <p>Client of Smith, Watts & Hartmann from 2010 through April 2019</p>

H. Relationships

By virtue of our past and ongoing work, as described in our decades of broad legislative experience, the Team has substantial relationships throughout the Legislature, including with the following Contra Costa legislative delegation.

Senator Dodd – The Team has worked closely with the Senator and his staff on transportation and energy issues. We have known and worked with the Senator and the Senator’s Legislative Director, Les Spahn, for years. We continue to work with the Senator and Mr. Spahn on wildfire-related issues, as Senator Dodd authored the major wildfire-related bill in 2018 (SB 901) and continues to be involved in the issues.

Senator Skinner – The Team has worked with Senator Skinner on a variety of topics, including renewable energy, hydrogen fueling, energy efficiency, and manufacturing issues. We regularly work with the Senator’s Legislative Director, Katerina Robinson. We also have worked closely with her newest policy consultant, Zack Leary, when he was employed with Assemblymember Burke.

Senator Glazer – The Team has worked with Senator Glazer extensively on transportation issues.

Assemblymember Frazier – Because of Mr. Watts work on transportation issues, he works regularly with Mr. Frazier and his personal and committee staff.

Assemblymember Grayson – The Team has worked with Assemblymember Grayson on transportation and energy issues

In addition to the relationships described above, the Team works regularly with a bipartisan group of legislators, legislative staff and representatives from the Governor’s office.

Legislative Leadership - We have good working relationships with legislative leadership and their staff. For example, Mr. Watts works closely with the Speaker and his Chief of Staff, Carrie Cornwall, on transportation issues, and Ms. Hartmann consults regularly with Senator Atkins’ policy consultants, Kip Lipper and Deanna Spehn and the Speaker’s policy consultant on energy and environmental issues, Marie Liu.

Budget Committees - We work with members of the budget subcommittees on behalf of various clients. We have good relationships with the following legislators and their staff: Senators Beall, Jones, Leyva, Monning, McGuire, Moorlach, Morrell, Nielsen, Pan, Roth, Skinner, Stern, Stone, Umberg and Wieckowski, and Assemblymembers Gomez Reyes, Frazier, Gallagher, C. Garcia, Patterson, Ramos, Rubio, Wood, Obernolte, Fong, Bloom, and Mullin.

Policy Committees – The Team is working on a variety of issues that put us in front of policy committee members and their staff. We are currently talking to Senator Wiener and his staff member, Miles, about his estate tax bill. We are working with Senator Stern and his Senate Natural Resources Committee consultant, Katharine Moore, to work out differences on a gas storage bill, and we are working with Senator Borgeas and his staff on a sponsored telecommunications proposal. We have also worked closely with the Chair and Vice Chair of the Assembly Water, Parks and Wildlife Committee, Assembly Members Eduardo Garcia and James Gallagher, on a host of utilities-related issues.

Last year, The Team worked with Assemblymember Aguiar Curry, her Chief of Staff, John Ferrera, and Local Government Committee Consultant, Jimmy MacDonald, to obtain an amendment for a client on PACE-related issues. Because of our efforts on AB 262 in 2017, we have a good relationship with Assemblyman Bonta, his chief of staff, Evan Corder, and his staff member, Jerome Parra. We also worked closely with Senator Hertzberg and his chief of staff, Michael Bedard, on the Senator's energy efficiency bill.

The Team has good relationships with key legislators on the Senate Health, Housing, Natural Resources and Water, Transportation, and Energy Committees and Assembly Health, Housing, Local Government, Transportation, Utilities, and Water Committees.

Governor's Office - Finally, the Team has a good relationship with the Governor's staff. We are in conversations with several members of the Governor's legislative and cabinet staff on wildfire issues and working with them to come up with a lasting solution. We also have existing relationships with other members of the Governor's staff, having worked with them when they were legislative staff or members of a state agency.

I. Fee Schedule

See Exhibit A

J. Evidence of Insurance

Evidence of insurance be provided to Contra Costa if QWH is selected to provide legislative advocacy services.

EXHIBIT A
COUNTY OF CONTRA COSTA

RFQ No. 1902-329
for

STATE LEGISLATIVE ADVOCACY SERVICES
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FEE SCHEDULE

Fees shall be submitted on Exhibit A as is. No alterations or changes of any kind are permitted. Responses that do not comply will be subject to rejection in total. The fees quoted below shall include all taxes and all other charges and is the cost the County will pay for the three-year term of any contract that is a result of this RFQ.

Prices shall include everything necessary for the completion of and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, labor, services, taxes, licenses, permits and an estimated cost for two (2) trips to Contra Costa County per year required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents.

Responder agrees that the prices quoted are the maximum they will charge during the term of any contract awarded.

Description	Unit of Measure	No. Units	1st Year		2nd Year		3rd Year		Total for Three (3) Years
			Charge per Unit	Extension	Charge per unit	Extension	Charge per unit	Extension	
	A	B	C	D = B * C	E	F = B * E	G	H = B * G	I = (D + F + H)
Monthly service charge for state legislative advocate program	Per month	12	\$10,000	\$120,000	\$10,000	\$120,000	\$10,000	\$ 120,000	\$ 360,000
TOTAL COST FOR SERVICES									\$360,000

FIRM: Quintana, Watts & Hartmann SIGNATURE:  DATE: 4/24/2019

PRINTED NAME: Audra Hartmann TITLE: Principal