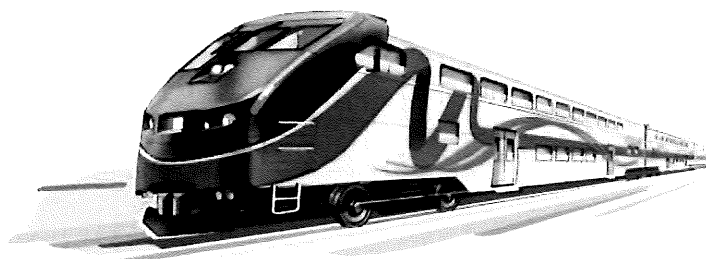


METROLINK

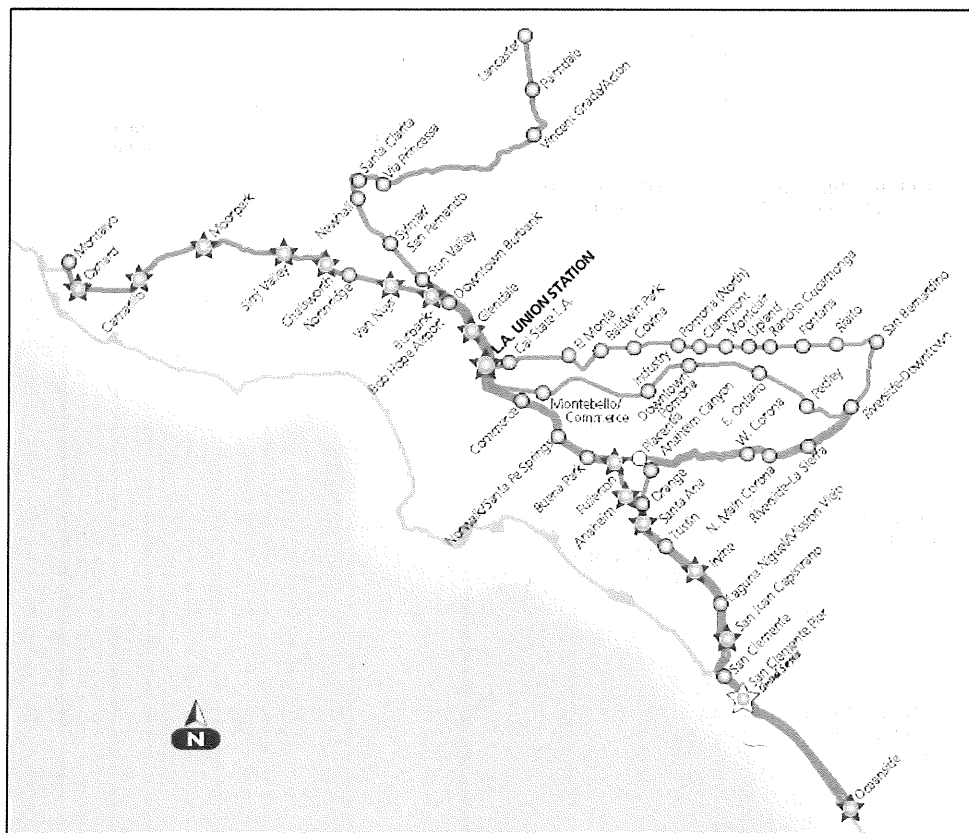
Southern California Regional Rail Authority



CONFORMED CONTRACT

NO. L166-15

STATE LEGISLATIVE REPRESENTATION SERVICES



MEMBER AGENCIES

Los Angeles County
Metropolitan Transportation Authority

Orange County
Transportation Authority

Riverside County
Transportation Commission

San Bernardino
Associated Governments

Ventura County
Transportation Commission

CONTRACT AGREEMENT

between

CONSULTANT

SHAW, YODER, ANTWIH, INC
1415 L Street, Suite 1000
Sacramento, CA 95814

Telephone: (916) 446-4656

Project Manager:

Andrew K. Antwih
andrew@shawyoderantwih.com

And

Southern California Regional Rail
Authority
One Gateway Plaza, 12th Floor
Los Angeles, California 90012
(hereinafter "AUTHORITY")

CONTRACT DOCUMENTS

NO. L166-15

**STATE LEGISLATIVE
REPRESENTATION SERVICES**

AWARDED: November 13, 2015

Contract Amount: \$240,000

Authority Project Manager:

Name: Peter Muller
Title: Government &
Regulatory Affairs
Manager
Telephone: (213) 452-0340
Email: MullerP@scrca.net

Contract Administrator:

Name: Manchi Yi
Title: Senior Contract &
Compliance Administrator
Telephone: (213) 452-0469
Email: YiM@scrca.net

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

CONTRACT NO. L166-15

STATE LEGISLATIVE REPRESENTATION SERVICES

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Exhibit 1 – Cost Schedule

Exhibit 2 – Contract Task Order (CTO) Forms

Exhibit 3 – Contract Task Order (CTO) Form 60

Exhibit 4 – Travel Policy

This Contract is made and entered into as of this 13th day of November, 2015 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "AUTHORITY") and SHAW, YODER, ANTWIT, INC (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, AUTHORITY is a Joint Powers Authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A - Scope of Services" (hereinafter referred to as "Services" or "Work");

WHEREAS, AUTHORITY desires to hire CONSULTANT;

WHEREAS, CONSULTANT has indicated it is qualified to perform such Services and (1) has reviewed all the available data furnished by AUTHORITY pertinent to the Services to be rendered; (2) has inspected and reviewed the Services to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Services set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK/SERVICES

- A. CONSULTANT will perform the Work/Services and related tasks as described in the Scope of Work/Services. The Scope of Work/Services is attached hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Contract, whereby AUTHORITY may, at its sole discretion, augment or supplant the Work/Services with its own forces or forces of another CONSULTANT or entity. CONSULTANT will cooperate fully with AUTHORITY'S staff or other CONSULTANT or entity that may be providing similar or the same Services for AUTHORITY.

2. PERIOD OF PERFORMANCE

The period of performance shall be for two years from January 1, 2016 to December 31, 2017 with an option for three one-year that may be exercised at the sole discretion of AUTHORITY, unless amended by mutual agreement of both parties through a written amendment to this Contract or unless earlier terminated pursuant to the provisions of this Contract.

3. PAYMENT

- A. For CONSULTANT's full and complete performance of its obligations under this Contract, the AUTHORITY shall pay CONSULTANT a fixed monthly retainer based on the rates shown in Exhibit 1, Cost Schedule, plus reimbursement of any direct costs agreed to in an approved Contract Task Order in accordance with the provisions of this Article, and subject to the maximum cumulative payment obligation set forth in paragraph B of this Article.
- B. AUTHORITY'S maximum cumulative payment obligation under this Agreement shall not exceed Two Hundred Forty Thousand Dollars (\$240,000), including all amounts payable to CONSULTANT for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, insurance, and profit.

C. Invoicing

CONSULTANT shall submit invoices in duplicate to:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attn: Accounts Payable

Each invoice shall include the following information:

- Contract number
- CTO identification number(s)
- PO Number
- Time period covered by the invoice
- Amount of payment requested
- Information as requested by AUTHORITY

AUTHORITY shall remit payment within thirty (30) calendar days of approval of the invoices by AUTHORITY'S Project Manager.

4. CONTRACT TASK ORDERS

CONSULTANT shall perform Services under this Agreement as specified in written Contract Task Orders (hereinafter referred to as "CTO" Exhibit 2) issued by AUTHORITY. The AUTHORITY, at its discretion, may require CONSULTANT to initiate Services prior to the approval of a CTO on a Letter of Intent basis, for a limited period of time and limited compensation.

Each CTO will include (1) a numerical designator; (2) the period of performance and schedule of deliverables; (3) the description of the CTO services; and (4) the cost budgeted for the CTO which shall not be exceeded without written modification to the

CTO. The CONSULTANT shall start CTO services immediately upon receipt of a signed CTO.

AUTHORITY shall not be obligated to pay costs in excess of the not-to-exceed cost set forth in each CTO. CONSULTANT shall perform the CTO Services and all obligations under this Agreement within such not-to-exceed price. CONSULTANT shall not invoice AUTHORITY for costs in excess of the approved not-to-exceed price.

A. CTO Proposal Preparation

The AUTHORITY will issue a written Request for Proposal (Exhibit 2) to the CONSULTANT for submission of a detailed CTO proposal (Exhibit 3). The request will include, as needed, a description of the Services to be performed, the required schedule, and any special conditions related to the performance of the Services.

The CONSULTANT'S proposal shall be detailed and respond completely to the AUTHORITY'S request. The proposal shall include, but not be limited to:

1. A description of the Services to be performed for the CTO, in sufficient detail to allow for the AUTHORITY'S evaluation and/or an independent cost estimate, if required.
2. A list of the CONSULTANT'S personnel, by function and labor title, to be used in the performance of the Services, estimated labor hours for each and specific fully burdened labor rate. (If a subconsultant is used to perform services, the same information is to be provided for subconsultants).
3. If it is the usual practice of partners or principals to perform certain basic technical work, they may be compensated for the time when they are actually engaged in the work, but only at a rate of pay commensurate with the type of work performed, as agreed upon by the AUTHORITY and the CONSULTANT in paragraph 3.A. Payment.
4. A schedule for completion of the Services, including a breakdown of milestone completion dates if required by the AUTHORITY'S request.
5. A detailed cost breakdown for the proposed Services which includes (1) the fully burdened labor rate for the CONSULTANT personnel, by labor title, to be used in the performance of the CTO, and (2) other direct costs (e.g., material, facility rental, audio taping). If required by the AUTHORITY'S request, the cost breakdown shall be detailed by milestone and/or deliverables.
6. The negotiated not-to-exceed cost for the CTO will be in effect for the duration of the CTO.

7. No "percentage of ..." costs are permitted under this Agreement, except the negotiated or audited overhead rates that are included as part of the fully burdened labor rate.

The process for revising an approved CTO shall include all the requirements of this Article. The CTO forms for revisions and Request for Proposal are included in Exhibits 2.

8. Where the Request for Proposals and responses identify specific tasks and pricing, the CTO process may be streamlined to the issuance of a CTO based on the tasks and pricing called out in the Scope of Services and CONTRACT response.

B. Proposal Review and Approval

Upon receipt of the CONSULTANT'S proposal, the AUTHORITY will review the proposal, may have an independent cost estimate performed, and may negotiate any terms (e.g., labor hours, schedule) and/or costs specific to the CTO.

The AUTHORITY will issue an approved CTO. Each CTO will include (1) a numerical designator, (2) the description of the CTO Services, (3) the period of performance, schedule of deliverables, and milestones, if applicable, and (4) the not-to-exceed cost for the CTO which shall not be exceeded without receipt of an approved revision to the CTO, (5) AUTHORITY approvals.

The CONSULTANT shall start CTO Services immediately upon receipt of a signed CTO. If the CTO includes interim milestones, approval may be given for only a portion of the Services. The CONSULTANT may not proceed to the next milestone, until it receives a written approval from the Project Manager.

C. Costs Requiring Pre-approval

Overtime or premium labor rate charges must be approved by the AUTHORITY'S Project Manager, in writing, prior to being incurred. No overhead will be paid on overtime or premium work by non-exempt employees.

The following Other Direct Costs are not allowed without prior approval of the Project Manager.

- Travel and/or subsistence. (Travel within the areas served by the Metrolink System is considered a normal business requirement.)
- Relocation and/or subsistence.
- Tuition, fees for training, seminars, professional association meeting, publication, or similar costs.

- Cost of equipment, tools or vehicles hired, leased or purchased. If approved, depreciated value must be credited to the AUTHORITY at the completion of the Agreement.
- Meals

Generally, other direct costs that are usually and customarily included as part of overhead will not be reimbursable. These costs include, but are not limited to, reproduction, mailing, and delivery charges, telephone, cell phone and facsimile charges, and expendable office supplies.

5. AUDIT AND INSPECTION OF RECORDS

CONSULTANT agrees that AUTHORITY or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by CONSULTANT for a period of three (3) years after completion of this Agreement unless AUTHORITY'S written permission is given to dispose of material prior to this time.

6. NOTIFICATION

All notices hereunder concerning this Agreement and the services to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the AUTHORITY:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attn: Manchi Yi
Senior Contract & Compliance Administrator

To the CONSULTANT:

Shaw, Yoder, Antwih, Inc.
1415 L Street, Suite 1000
Sacramento, CA 95814
Attn: Andrew K. Antwih
Partner

7. AUTHORITY AND CONSULTANT'S REPRESENTATIVES

A. AUTHORITY'S Project Manager

The AUTHORITY'S Project Manager under this Agreement shall be Peter Muller, Government & Regulatory Affairs Manager.

B. CONSULTANT'S Key Personnel

The following are CONSULTANT'S key personnel, shown with their roles in the Services to be provided:

<u>Name</u>	<u>Role</u>
<u>Andrew Antwih</u>	<u>Project Leader</u>
<u>Other SYA Staff</u>	<u>Supportive Advocacy</u>
<u>Mark Watts</u>	<u>Legislative Advocacy</u>
<u>DJ Smith</u>	<u>Legislative Advocacy</u>
<u>Audra Hartmann</u>	<u>Legislative Advocacy</u>

AUTHORITY awarded this Agreement to CONSULTANT based on AUTHORITY'S confidence and reliance on the expertise of CONSULTANT'S key personnel described above. CONSULTANT shall not reassign key personnel or assign other personnel to key personnel roles until AUTHORITY approves a replacement in writing.

8. TERMINATION FOR CONVENIENCE

AUTHORITY may terminate this Agreement for AUTHORITY'S convenience at any time by giving CONSULTANT ten (10) days written notice thereof. Upon receipt of said notice, CONSULTANT shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. Thereafter CONSULTANT shall have no further claims against AUTHORITY under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become AUTHORITY property upon date of such termination

9. TERMINATION FOR BREACH OF AGREEMENT

If CONSULTANT fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, AUTHORITY may give CONSULTANT written notice of such default. If CONSULTANT does not cure such default or provide a plan to cure such default, which is acceptable to the AUTHORITY within the time specified in AUTHORITY'S notice of default, then AUTHORITY may terminate this Agreement due to CONSULTANT'S breach of this Agreement.

If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then AUTHORITY may immediately terminate this Agreement.

If CONSULTANT violates Article 24, Compliance with Lobbying Policies, then AUTHORITY may immediately terminate this Agreement.

In the event AUTHORITY terminates this Agreement as provided in this Article, AUTHORITY may procure, upon such terms and in such manner as AUTHORITY may

deem appropriate, Services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to AUTHORITY for all of its costs and damages, including, but not limited to, any excess costs for such Services.

All finished or unfinished documents and materials produced or procured under this Agreement shall become AUTHORITY property upon date of such termination.

If, after notice of termination of this Agreement under the provisions of this article, it is determined for any reason that CONSULTANT was not in default under the provisions of this article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the article entitled TERMINATION FOR CONVENIENCE.

The rights and remedies of AUTHORITY provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

11. SUBCONTRACTING

AUTHORITY hereby consents to CONSULTANT's subcontracting of portions of the Services to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in each subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely responsible for payment to the subconsultant for the amounts owing and that the subconsultant shall have no claim, and shall take no action against AUTHORITY, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by CONSULTANT.

Subconsultants Names and Addresses

Smith, Watts and Company LLC
925 L Street, Suite 220
Sacramento, CA 95814

Services to Be Performed

Lobbying; legislative and regulatory research; maintenance of relationship with legislative delegation and Administration staff and officials as necessary; and, communications with / reporting to Metrolink as requested.

12. INDEPENDENT CONSULTANT

- A. The CONSULTANT'S relationship to the AUTHORITY under this Agreement is that of an independent CONSULTANT. CONSULTANT'S personnel performing work under this Agreement shall at all times be under CONSULTANT'S exclusive direction and control and shall be employees of CONSULTANT and not employees of the AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with work performed under this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
- B. CONSULTANT shall perform and exercise, and require its Subconsultants/Suppliers to perform and exercise due professional care and competence in the performance under this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness and coordination of Agreement, it being understood that AUTHORITY will be relying upon CONSULTANT'S professional competency.

13. INSURANCE

Throughout the duration of this Agreement, CONSULTANT shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions. CONSULTANT shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement.

- A. **Commercial General Liability** to include Products/Completed Operations, independent CONSULTANT, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:
 - 1. Primary Bodily Injury Liability Limits of \$1,000,000 per occurrence, \$1,000,000 aggregate
- B. **Automobile Liability** with the following limits:
 - 1. Primary Bodily Injury with limits of \$1 million per occurrence; and
 - 2. Primary Property Damage with limits of \$1 million per occurrence; or
 - 3. Combined single limits of Liability for Primary Bodily and Primary Property Damage of \$2 million per occurrence.
- C. **Workers' Compensation Insurance** with the limits established and required by the State of California.

- D. **Professional Liability (E&O)** with limits of \$1,000,000 per claim and aggregate.
- E. **Employer's Practices Liability** with limits of \$1 million per occurrence.
- F. Proof of Insurance will be required prior to commencement of work under the contract. A certificate of insurance will be required to be furnished to the AUTHORITY'S Contract & Compliance Administrator. The insurance coverage is subject to the following requirements:
 - The AUTHORITY, its member agencies, officers, directors, employees and agents are named as additional insured via endorsement on Commercial General Liability and Automobile Liability insurance with respect to performance of services under the contract.
 - The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder.
 - Thirty days (30) days prior written notice of cancellation or of material changes in coverage is to be given to the AUTHORITY by endorsement.

14. INDEMNITY

CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of CONSULTANT) arising from or connected with any alleged act and/or omission of CONSULTANT, its officers, directors, employees, agents, Subconsultants or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

15. SUSPENSION OF SERVICES

The AUTHORITY may at any time and for any reason within its sole discretion issue a written order to the CONSULTANT suspending, delaying, or interrupting all or any part of the services for a specified period of time.

The CONSULTANT shall comply immediately with any written order suspending the services that it receives from the AUTHORITY, and take all reasonable steps to minimize allocable costs covered by the suspension period. The CONSULTANT shall resume performance of the suspended Services upon expiration of the notice of suspension, or upon direction of the AUTHORITY.

16. CHANGES IN SCOPE OF WORK

By written notice or order, AUTHORITY may, from time to time, order work suspension or make changes to this Contract. Changes in the services shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONSULTANT shall perform the services, as amended. Amendments to the Agreement may require prior approval by the AUTHORITY'S Board of Directors, and in all instances require prior signature of authorized representative of the AUTHORITY.

17. SUBMITTAL OF CLAIMS BY CONSULTANT

CONSULTANT shall file any and all claims with AUTHORITY'S Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable AUTHORITY to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by Agreement.

Even though a claim may be filed and/or in review by AUTHORITY, CONSULTANT shall continue to perform in accordance with this Contract.

18. EQUAL OPPORTUNITY

In connection with the execution of this Contract, CONSULTANT shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental condition, political affiliation, sexual orientation or marital status. CONSULTANT shall take action to ensure that applicants and employees are treated without regard to the above.

19. STANDARD OF PERFORMANCE

- A. CONSULTANT shall perform and exercise, and require its Subconsultants to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that AUTHORITY will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the services assigned to them. AUTHORITY shall have the right, at its sole discretion, to require the removal of CONSULTANT'S personnel at any level assigned to the performance of the services at no additional fee or cost to AUTHORITY, if AUTHORITY considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing services under this Agreement under this Article shall not be re-assigned to perform services under this Agreement without AUTHORITY'S prior written approval.

20. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with AUTHORITY'S Ethics Policy, CONSULTANT shall provide written notice to AUTHORITY disclosing the identity of any individual who CONSULTANT desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of the AUTHORITY, or (2) served as a Board Member/Alternate or an employee of the AUTHORITY nt or retention by CONSULTANT. CONSULTANT'S written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of the Agreement.

21. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, CONSULTANT shall provide a written statement disclosing any contribution(s) of \$250 or more made by CONSULTANT or its Subconsultant within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONSULTANT or Subconsultant.

22. COMPLIANCE WITH LAW

CONSULTANT shall familiarize itself with and perform the services required under this Agreement in conformity with requirements and standards of AUTHORITY, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by services under this Agreement. CONSULTANT shall also comply with all Federal, California and local laws and ordinances.

23. WHISTLEBLOWER REQUIREMENTS

No CONSULTANT shall adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et seq.

24. COMPLIANCE WITH LOBBYING POLICIES

- A. CONSULTANT agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by AUTHORITY in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with AUTHORITY'S Ethics Policy.
- B. If CONSULTANT (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with AUTHORITY'S Ethics Policy, such failure shall be considered a material breach of this Agreement and AUTHORITY shall have the right to immediately terminate or suspend this Agreement.

25. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of AUTHORITY 'S business, including materials submitted by CONSULTANT in its proposal and during the course of performing the services under this Agreement, shall become the exclusive property of AUTHORITY and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. AUTHORITY 'S use and disclosure of its records are governed by this Act.
- B. AUTHORITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. AUTHORITY will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by CONSULTANT. AUTHORITY will endeavor to notify CONSULTANT of any request of the disclosure of such materials. Under no circumstances, however, will AUTHORITY be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistakes or negligence on the part of AUTHORITY or its officers, employees and/or CONSULTANTS.
- C. In the event of litigation concerning the disclosure of any material submitted by CONSULTANT, AUTHORITY'S sole involvement will be as a stakeholder, retaining the material until otherwise ordered by a court. CONSULTANT, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold AUTHORITY harmless from all costs and expenses, including attorneys' fees, in connection with such action.

26. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of

the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

27. SEVERABILITY

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Agreement, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Agreement.

28. FORCE MAJEURE

The CONSULTANT will be granted an extension of time for any portion of a delay in completion of the work caused by acts of God or the public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, mechanical failures, strikes or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from the fault of negligence of the CONSULTANT, (2) the CONSULTANT has taken reasonable precautions to prevent further delays owing to such causes, and (3) the CONSULTANT notifies the AUTHORITY in writing of the causes(s) for the delay within five days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to the CONSULTANT, and the extension of time provided for herein shall be the sole remedy of the CONSULTANT on account of any such delays.

29. GOVERNING LAW

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
- B. CONSULTANT shall comply with all applicable federal, state and local laws and ordinances.

30. ENTIRE CONTRACT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between AUTHORITY and CONSULTANT and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

31. MODIFICATIONS TO CONTRACT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by the AUTHORITY'S Board of Directors, and in all instances require prior signature of an authorized representative of the AUTHORITY.

32. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A - Services, (3) provisions of CONTRACT No. L166-15 and (4) CONSULTANT'S Proposal dated June 1, 2015.

33. CONFIDENTIALITY

CONSULTANT agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONSULTANT in the performance of this Agreement, shall be considered and kept as the private and privileged records of AUTHORITY and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of AUTHORITY. Further, upon expiration or termination of this Agreement for any reason, CONSULTANT agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of AUTHORITY.

34. CONSULTANT'S INTERACTION WITH THE MEDIA AND THE PUBLIC

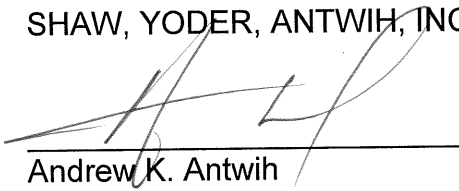
AUTHORITY shall review and approve in writing all AUTHORITY related copy proposed to be used by CONSULTANT for advertising or public relations purposes prior to publication. CONSULTANT shall not allow AUTHORITY related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONSULTANT shall ensure that all published information is factual and that it does not in any way imply that AUTHORITY endorses CONSULTANT'S firm, service, and/or product.

CONSULTANT shall refer all inquiries from the news media to AUTHORITY, and shall comply with the procedures of AUTHORITY'S Public Affairs staff regarding statements to the media relating to this Agreement or the Services.

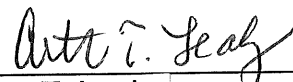
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

CONSULTANT
SHAW, YODER, ANTWIH, INC.

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY



Andrew K. Antwih
Partner



Arthur T. Leahy
Chief Executive Officer


11/30/2015

Date

Tax I.D. No. 94-2703086

APPROVED AS TO FORM:

Don Del Rio
General Counsel



General Counsel

ATTACHMENT A
SCOPE OF SERVICES

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

**CONTRACT NO. L166-15
STATE LEGISLATIVE REPRESENTATION SERVICES
SCOPE OF SERVICES**

1.0 BACKGROUND

The Southern California Regional Rail Authority (SCRRA) is a joint powers authority organized on October 1, 1991 under the provisions of the Joint Powers Act, Section 6500 *et seq.* of the California Government Code, and Section 130255 of the California Public Utilities Code for the purpose of establishing a regional commuter rail system (known as "Metrolink") in the metropolitan area of Los Angeles comprising the counties of Los Angeles, Orange, Ventura, Riverside and San Bernardino. The SCRRA is governed by an eleven-member Board of Directors with representation from the following entities:

Los Angeles County Metropolitan Transportation Authority
Orange County Transportation Authority
Riverside County Transportation Commission
San Bernardino Associated Governments
Ventura County Transportation Commission

The SCRRA is involved in a number of issues related to state programs and legislation. It therefore wants to ensure adequate representation in Sacramento using government relations firms.

2.0 SCOPE OF SERVICES

The tasks involved shall include but not be limited to the following:

- Maintain a current awareness of SCRRA Board actions, programs, activities and policies.
- Advocate on behalf of Metrolink before the State Legislature, the Administration and state agencies to implement the Legislative Program adopted by the Board of Directors.
- Advocate and monitor legislation that could impact Metrolink's service, funding, governance, projects and programs.
- Enhance Metrolink's reputation with the State Legislature, Administration and State agencies.

- Facilitate relationships with members of the Legislature and Administration and State agencies.
- Provide strategic and political advice on legislative, regulatory and policy matters.
- Advocate, monitor and manage funding and regulatory policies from the state agencies such as the California State Transportation Agency (CalSTA), California Public Utilities Commission (CPUC), California Air Resources Board (CARB), California Transportation Commission (CTC), California High Speed Rail Authority (CHSRA) and Caltrans.
- Protect Metrolink's existing funding sources in the annual budget process including but not limited to commuter rail formula, bond funds and funds provided by our member agencies.
- Proactively identify funding opportunities provided by the State Legislature, Administration and other state agencies that would benefit Metrolink's rail service, projects and programs.
- Advocate and identify greater operations funding for Metrolink and its member agencies.
- Advocate on behalf of Metrolink to address any challenges that may arise before the State Legislature, CPUC, Caltrans and CTC.
- Protect existing Positive Train Control (PTC) funding sources and any federal grants received in partnership with Caltrans.
- Seek additional support for PTC operations, maintenance and expansion.
- Advise and assist Metrolink in developing strategies on legislation, regulations and actions contemplated or being acted on by other passenger rail or freight railroad providers which may have an impact on Metrolink's policies, programs and funding levels. In addition, advise and assist Metrolink in creating and sustaining passenger rail coalitions.
- Work in a coordinated manner with other state lobbyists under contract with Metrolink and under contract by our member agencies.
- Undertake any other assignments as directed by Metrolink.

3.0 DELIVERABLES:

- Provide weekly reports on Legislative activities.
- Provide a strategic plan within 30 days of the Board approving a Legislative Program that details how Metrolink will be positioned to accomplish these goals.

4.0 COMMUNICATION

- Lobbyist must communicate on a regular and timely basis to keep Government Relations staff up to date on the latest state affairs.
- Lobbyist shall participate on a weekly conference call with the Government Relations staff.
- Lobbyist must communicate and be responsive to email, texting, and cell phone communication from the Metrolink CEO and Government Relations staff.

EXHIBIT 1
COST SCHEDULE

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

**CONTRACT NO. L166-15
STATE LEGISLATIVE REPRESENTATION SERVICES
COST SCHEDULE**

Grand Total: \$10,000 per month, or, \$120,000 annual

	Hourly Rate	Hours Per Month	Total Per Person	Subtotal, Firm
Mark Watts	300	8	2400	
Audra Hartmann	250	8	2000	
DJ Smith	300	2	600	
				5000
Andrew Antwih	300	14	4200	
Others	200	4	800	
				5000
Grand Total, Monthly				10000
Grand Total, Annual				120000

EXHIBIT 2
CONTRACT TASK ORDER (CTO) FORMS

Contract No.: L166-15 Contract Title: STATE LEGISLATIVE REPRESENTATION SERVICES Consultant:	Task No.: _____ Revision No.: _____ Task Name: _____ CTO Proposal Due Date: _____	
Consultant shall prepare a proposal based on the following information.		
Scope of Work:		
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Drawings attached # _____ <input type="checkbox"/> Additional Scope of Services attached. </div>		
<div style="display: flex; justify-content: space-between;"> Start Date: _____ <input type="checkbox"/> Estimated </div> <div style="display: flex; justify-content: space-between;"> Completion Date: _____ <input type="checkbox"/> Mandatory </div>		
Milestones:		
Other Requirements:		
Vendor Selection: <input type="checkbox"/> Multiple Proposals Requested		
FUNDING SOURCE <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Recollectable <input type="checkbox"/> Other _____	THRU <input type="checkbox"/> MTA <input type="checkbox"/> OCTA <input type="checkbox"/> RCTC <input type="checkbox"/> SANBAG <input type="checkbox"/> VCTC <input type="checkbox"/> Other _____	FUNDS Fed. Trans. Adm. Grant # _____ Fund Transfer Agt. # _____ Other _____ Other _____
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> Prepared by: _____ _____ </div> <div style="width: 45%;"> Date _____ Date _____ </div> </div>		

METROLINK

CONTRACT TASK ORDER (CTO)

[To Be Completed by SCRRRA]

Contract No.: L166-15 Contract Title: STATE LEGISLATIVE REPRESENTATION SERVICES Consultant:		Task No.: Task Name: CTO Proposal Due Date:																									
CTO SCOPE OF SERVICES – Attached																											
Required Start Date: Required Completion Date:		Milestone Date(s): <input type="checkbox"/> See attached																									
SUMMARY COST ESTIMATE																											
	Cost Components	Total Authorization																									
1.	Fully Burdened Direct Labor (Total Prime)	\$																									
	DBE Portion of Prime (if applicable) (\$)																										
2.	Subconsultants (attach detailed estimates in same format)																										
	Company Name																										
		\$																									
		\$																									
		\$																									
		\$																									
		\$																									
		\$																									
		\$																									
3.	Other Direct Costs	\$																									
4.	Premium/Overtime Cost	\$																									
5.	Total Fixed Fee	\$																									
6.	Total Not-to-Exceed Time and Material Cost	\$ 0.00																									
ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED																											
FUNDING SOURCE <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Recollectable <input type="checkbox"/> Other _____		THRU <input type="checkbox"/> MTA <input type="checkbox"/> OCTA <input type="checkbox"/> RCTC <input type="checkbox"/> SANBAG <input type="checkbox"/> VCTC <input type="checkbox"/> Other _____																									
FUNDS Fed. Trans. Adm. Grant # _____ Fund Transfer Agt # _____ Other _____ Other _____		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:15%; text-align: center;"><u>COST</u></th> <th style="width:15%; text-align: center;"><u>PROJECT</u></th> <th style="width:15%; text-align: center;"><u>TASK</u></th> <th style="width:15%; text-align: center;"><u>TYPE</u></th> <th style="width:15%; text-align: center;"><u>ORG</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">\$</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td style="text-align: right;">\$</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table>			<u>COST</u>	<u>PROJECT</u>	<u>TASK</u>	<u>TYPE</u>	<u>ORG</u>	\$	_____	_____	_____	_____	_____	\$	_____	_____	_____	_____	_____	\$	_____	_____	_____	_____	_____
	<u>COST</u>	<u>PROJECT</u>	<u>TASK</u>	<u>TYPE</u>	<u>ORG</u>																						
\$	_____	_____	_____	_____	_____																						
\$	_____	_____	_____	_____	_____																						
\$	_____	_____	_____	_____	_____																						
AUTHORITY APPROVALS: <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>Date: _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>Date: _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>Date: _____</div> </div>			CONSULTANT: _____ Signature _____ Title _____ Date																								

cc: Project Manager, Project Administrator, Administrative Assistant, Senior Contract Administrator, Accounts Payable

METROLINK CONTRACT TASK ORDER (CTO) REVISION

[To Be Completed by SCRRA]

Contract No.: L166-15
Contract Title: STATE LEGISLATIVE REPRESENTATION SERVICES

Task No.: _____ Revision No.: _____
Task Name: _____
CTO Proposal Due Date: _____

CONSULTANT: _____

CTO SCOPE OF SERVICES -Attached

Required Start Date: _____ Milestone Date(s): _____
Required Completion Date: _____ ☐ See attached

REVISED SUMMARY COST ESTIMATE

	Cost Components	Previous Authorization	Current Authorization	Revised Total Authorization
1.	Fully Burdened Direct Labor (Total Prime) DBE Portion of Prime (if applicable) (\$)	\$	\$	\$ 0.00
2.	SubCONSULTANTS (attach detailed estimates in same format)			
	COMPANY NAME			
	DBE			
		<input type="checkbox"/>	\$	\$ 0.00
		<input type="checkbox"/>	\$	\$ 0.00
		<input type="checkbox"/>	\$	\$ 0.00
		<input type="checkbox"/>	\$	\$ 0.00
		<input type="checkbox"/>	\$	\$ 0.00
		<input type="checkbox"/>	\$	\$ 0.00
		<input type="checkbox"/>	\$	\$ 0.00
3.	Other Direct Costs	\$	\$	\$ 0.00
4.	Total Not-to-Exceed Cost	\$ 0.00	\$ 0.00	\$ 0.00

FORM 60(S) MUST BE ATTACHED

FUNDING SOURCE <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Recollectable <input type="checkbox"/> Other _____		THRU <input type="checkbox"/> MTA <input type="checkbox"/> OCTA <input type="checkbox"/> RCTC <input type="checkbox"/> SANBAG <input type="checkbox"/> VCTC <input type="checkbox"/> Other _____	
---	--	--	--

FUNDS		COST	PROJECT	TASK	TYPE	ORG
Fed. Trans. Adm. Grant # _____	\$	_____	_____	_____	_____	_____
Fund Transfer Agt # _____	\$	_____	_____	_____	_____	_____
Other _____	\$	_____	_____	_____	_____	_____
Other _____	\$	_____	_____	_____	_____	_____

AUTHORITY APPROVALS: _____ Date: _____ _____ Date: _____ _____ Date: _____	CONSULTANT: _____ Signature _____ Title _____ Date
--	---

cc: Project Manager, Project Administrator, Administrative Assistant, Senior Contract Administrator, Accounts Payable

EXHIBIT 3

FORM 60, COST PROPOSAL

"FORM 60"

[To Be Completed By CONSULTANT]

METROLINK

Contract No.: L166-15	CTO No.:	CTO PRICING PROPOSAL "FORM 60"	Page 2 of 2
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Contract No. L166-15 CTO NO. CONSULTANT:	CONSULTANT Initials	Page 1 of 2
Services to be furnished:	Location where work is to be performed:	

DETAILED DESCRIPTION OF COST ELEMENTS

1. LABOR (specify function/title)	ESTIMATED HOURS	FULLY BURDENED LABOR RATE/HOUR	ESTIMATED COST	TOTAL ESTIMATED COST
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
		\$	\$ 0.00	
TOTAL DIRECT LABOR:				\$ 0.00
2. SUBCONSULTANTS (attach "Form 60" for all proposed subCONSULTANTS)				
		DBE		
		<input type="checkbox"/>	\$	
		<input type="checkbox"/>	\$	
		<input type="checkbox"/>	\$	
		<input type="checkbox"/>	\$	
		<input type="checkbox"/>	\$	
		<input type="checkbox"/>	\$	
TOTAL SUBCONSULTANTS:				\$ 0.00
3. OTHER DIRECT COSTS (itemize on Page 2 of Form 60)				\$ 0.00
4. PREMIUM COST (itemize on page 2 of Form 60)				\$ 0.00
5. FEE (justification must be included in CTO proposal)				\$
TOTAL ESTIMATED COST:				\$ 0.00

EXHIBIT 4
TRAVEL POLICY

TRAVEL POLICY

Where travel is authorized by the Authority to be reimbursed, it will be reimbursed in accordance with the California Department of Transportation Consultants/CONSULTANTS Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). All bills shall include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data.

If charged to the Authority, all travel, whether to Los Angeles or from Los Angeles to other locations, shall be approved in writing in advance by the Authority's Project Manager.

Time for travel will not be reimbursed.

A. Auto Mileage

Auto Mileage if using personal automobile will be reimbursed at the IRS rate.

B. Air Travel

Air fares will be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets will only be reimbursed when approved, and only when the business schedule required immediate travel at a time when higher class accommodations are the only accommodations available. Downgrading (exchange) of airline ticket where the Consultant receives financial or personal gain is not permitted. If a trip is postponed, reservations should be canceled immediately.

Travel arrangements should be made as early as possible (preferably three weeks) to take advantage of advanced reservation rates.

The Authority does not pay for air travel insurance.

C. Accommodations

The Authority will reimburse hotel room fees at room rate not-to-exceed the California Department of Transportation Consultants/CONSULTANTS Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>).

D. Meals

Meals will be reimbursed up to a maximum of \$40.00 per day of travel, based on the actual cost, see California Department of Transportation Consultants/CONSULTANTS Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). Receipts are required for all meals. In order to be reimbursed, meal receipts (itemized if

possible) in the form of receipts, credit card receipts, or cash register tape must be submitted. The Authority will not pay for alcoholic beverages.

E. Telephone Usage

Consultant's employees shall submit documentation regarding all telephone calls charged to the Authority. Documentation must include the name of the party being called and the purpose of the call. The Authority shall allow one business call upon arrival and one call prior to departure. The Authority will not pay for additional business calls unless directly related to the Contract. Personal telephone calls are not reimbursable.

F. Parking and Ground transportation

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

The Consultant's employees shall rent the lowest automobile classification appropriate for the size or purpose of the group using the vehicle.

1-2 Travelers	Compact
3 Travelers	Medium/Intermediate
4-5 Travelers	Full Size/Standard Equipment
6+ Travelers	Van

Consultant's employees must fuel rental automobiles prior to turn-in as rental companies normally add a large service charge to fuel costs.

Consultant's Employees should take advantage of "Early Bird Parking" whenever possible. Parking expense incurred while conducting Authority business is reimbursable.

Transportation related to toll charges incurred while on Authority business is reimbursable.

G. Baggage Handling

Baggage Handling service fees within or outside the Los Angeles region are reimbursable at standard reasonable rates.

H. Other Business Expenses

Supplies, equipment rental, reprographics, and facsimile-related expenses may be reimbursed when traveling on Authority business. Such expenses shall be billed at cost.

I. Non-Allowable Expenses

The Authority will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc. Pursuant to the Authority's policy, costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable per 48 CFR Part 31.2 (FAR).