



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Elizabeth Shavelson, Deputy City Manager

Approved by: Steve McClary, City Manager

Date prepared: June 17, 2022 Meeting date: June 27, 2022

Subject: Professional Services Agreement with California Strategies & Advocacy, LLC

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with California Strategies and Advocacy, LLC (California Strategies) in an amount not to exceed \$150,000 per year.

FISCAL IMPACT: Funding for this agreement was included in the Proposed Budget for Fiscal Year 2022-2023 in Account No. 100-7001-5104 (Legislative Services).

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2022-2023. This project is part of normal staff operations.

DISCUSSION: On April 19, 2022, the City issued a Request for Proposals (RFP) for government relations and lobbying services. The RFP was posted on the City's website and emailed to nine lobbying firms registered with the California Secretary of State that are listed as serving local government clients in Fiscal Year 2021-2022. Proposals were due on May 16, 2022. The City received four proposals. The City staff reviewed the proposals and interviewed the top three firms along with an external panelist with an extensive background in legislative affairs. After careful consideration, California Strategies was ultimately selected as the top candidate.

California Strategies offers a team of qualified professionals with the credentials and experience to assist the City in maintaining a strong, positive relationship with key State agencies, including the Governor's office, State Legislature, State Water Resources Control Board, State Parks, the Resources Agency, Caltrans, and others, and address high priority issues on the City's behalf. California Strategies has nine regional offices

throughout California and is one of the larger lobbying firms in the state. The team representing Malibu is all based out of the Sacramento office.

California Strategies has provided the City with legislative services since 2004. The City has previously requested proposals for government relations and lobbying services and selected to continue to contract with California Strategies for this work. During this time, the City has been satisfied with the services California Strategies provides.

It was recently brought to the City's attention that the California Strategies San Diego office has worked on behalf of Pacaso and Airbnb. As issues surrounding real estate co-ownership and the short-term rental of residential property continue to be a serious concern for the City of Malibu, staff reached out to California Strategies to address this and the potential conflict of interest it presents. In response, California Strategies described its conflict of interest policy and explained that San Diego office's work on behalf of these clients was local and geographically separate. In addition, California Strategies stated that the San Diego office did no State Lobbying for Airbnb or Pacaso, and did not register with the State for either client. The letter from California Strategies is provided as Attachment No. 2. This issue is further addressed in the scope of work which includes a specific task to monitor, maintain and advocate for legislative, regulatory and/or policy directives that address issues with real estate co-ownership and timeshares and also provides additional conflict of interest provisions.

ATTACHMENTS:

1. Professional Services Agreement with California Strategies & Advocacy, LLC
2. Letter from California Strategies Regarding Potential Conflict of Interest

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of June 27, 2022 by and between the City of Malibu (hereinafter referred to as the "City"), and California Strategies & Advocacy, LLC (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to government relations and lobbying services.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on July 1, 2022, and will remain in effect for a period of three years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be \$12,500 per month, for a total amount not to exceed \$150,000 annually. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the

performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Steve McClary
Interim City Manager
City of Malibu

23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Camden McEfee
Managing Partner
California Strategies &
Advocacy LLC
980 9th Street, Suite 2000
Sacramento, CA 95814
TEL (916) 266-4575
FAX (916) 266-4580

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials CSM

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials CSM

This Agreement is executed on _____, at Malibu, California, and effective as of July 1, 2022.


CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:


By: CAMDEN MCEFEE, Managing
Partner

APPROVED AS TO FORM:

JOHN COTTI, Interim City Attorney

Exhibit A

Scope of Work

In addition to the scope of work identified in the proposal submitted by California Strategies & Advocacy LLC provided as Attachment A to this Exhibit, the Consultant shall be responsible for monitoring, identifying and prioritizing challenges and opportunities for the City. These efforts include the following:

- Work regularly with the City Council, the City Manager, and key staff to discuss goals, objectives, opportunities, and priorities
- Support a positive relationship with the Governor's office, Office of Emergency Services, State Legislature, State Water Resources Control Board, the California Department of Parks and Recreation, the Resources Agency, the California Department of Transportation, and/or other agencies
- Identify and monitor legislation and State regulatory processes, including pertinent administrative, legislative and regulatory matters that may impact the City
- Provide regular updates on the political landscape in Sacramento to help provide context, and identify opportunities and potential issues
- Provide legislative and regulatory lobbying, as needed
- Engage key officials (executive, legislative and local government) and stakeholders to support the City's objectives to secure permits, grants, incentives, and favorable laws and regulations
- Coordinate meetings with State Legislators and agency department leaders to provide the City the opportunity to meet face-to-face with key decision-makers on pertinent City issues
- Pursue legislative, regulatory and/or policy directives to help address issues of concern to the City as directed
- Draft legislation and amendments, as necessary
- Lobby for the City's position on legislation and regulatory matters of interest
- Support legislative solutions to achieve consistency with State school district policies, special education reform, and potential implications for parcel tax legislation.
- Evaluate and engage on regulations and policy developments, especially regarding wildfires and resources to help with recovery and response including fire insurance policies
- Monitor housing and homelessness legislation and policy
- Monitor, maintain, and advocate for legislative, regulatory and/or policy directives that address issues with drug and alcohol rehabilitation and sober living group homes
- Monitor, maintain and advocate for legislative, regulatory and/or policy directives that address issues with real estate co-ownership and timeshares
- Pursue increased public funding for the City
- Explore funding opportunities for Phase 2 of the Civic Center Water Treatment Facility
- Identify grant and incentive opportunities for public funding, including pilot projects for backup power for traffic signals and cell towers
- Assist with communications and messaging
- Assist with California Coastal Commission, clean water and environmental matters
- Provide strong conduit to the Administration for continued COVID-recovery, wildfire protection, and public resources to support the Malibu community
- Serve as liaison with OES staff to facilitate recovery resources and future response efforts

- Explore increased resources to expand the City's partnership with State Parks
- Facilitate with California Transportation Agency and Caltrans to help improve coordination regarding PCH projects
- Facilitate with California Highway Patrol to help improve coordination regarding traffic safety on PCH
- Explore solutions to power shutoff, home and facilities hardening, and undergrounding issues
- Maximize opportunities to accelerate State support and approvals for recovery and response for wildfire and other disasters
- Provide weekly written briefing reports for the City Council and City Manager on key issues and legislative committee activity during the legislative session
- Provide regular updates on the political landscape in Sacramento to help provide context, and identify opportunities and potential issues
- Provide a monthly written summary report of the lobbying firm's activities on behalf of the City and briefing reports for the City Council and City Manager on key issues and legislative activity (required before payment for the month's invoice will be processed)
- File required California Fair Political Practices Commission forms on behalf of the City, including but not limited to Forms 602 (annual Lobbying Firm Activity Authorization) and 635 (Report of Lobbyist Employer)

Key Personnel

The key personnel to perform these services shall be Ted Harris, Rusty Areias, Claire van Zuiden and Charles Watson. The City shall be notified of any changes to the project's key personnel on a timely basis, and no more than two weeks. California Strategies & Advocacy will work with the City to find suitable replacements for these key personnel.

Conflict of Interest

In addition to the provisions in Section 5 Conflict of Interest in the Agreement for Professional Services, the Consultant and its key personnel shall have no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The Consultant and its key personnel shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

During the term of the agreement, the Consultant and the key personnel agree to inform the City on a timely basis, and no more than two weeks, of all of the Provider's interests, if any, which are or which the Provider reasonably believes may be incompatible with any interest of the City. In the event a significant conflict of interest is identified during the course of the engagement, the parties shall endeavor to reach a mutually agreeable plan regarding a resolution of the conflict so as to avoid an adverse consequence to the City, or shall modify or terminate the scope of services affected thereby.

Fee and Cost Schedule

The cost of services shall be \$12,500 per month, for a total amount not to exceed \$150,000 annually.



CALIFORNIA STRATEGIES
& ADVOCACY, LLC

June 10, 2022

Steve McClary, City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

RE: Follow-up Regarding Governments Relations & Lobbying Services

Dear Mr. McClary, Mayor Grisanti, City Councilmembers, and Proposal Reviewers:

Thank you for the opportunity to be considered to continue providing governmental relations and lobbying services for the City of Malibu. This letter is to thank you for your consideration and to provide a follow-up to a question regarding our internal process to avoid conflicts of interest.

Background:

California Strategies and Advocacy, LLC (CSA) includes more than 30 Partners and 9 offices statewide, including: Sacramento headquarters, in addition to regional offices in Los Angeles, Irvine, Inland Empire, San Francisco, Silicon Valley, Monterey, Modesto, and San Diego. We are the largest California consulting and advocacy firm, and the only firm that covers the entire state of California. As our scale and geographic reach have grown over the years, we are proud of the robust process we have developed that has avoided conflicts for more than 25 years.

Our process includes a Mandatory Conflict Check that is signed off by every Partner within our firm before proceeding with prospective clients or new scopes of work. Each conflict check runs long enough to ensure feedback from every Partner. All feedback is considered by firm leadership before any new scopes of work are signed. If a potential conflict is discovered, Partners reach out to discuss scopes of work and evaluate. If there is potentially a conflict, Partners reach out to the existing client to discuss. If a legitimate conflict arises, such as a proposed scope for a prospective client to support specific legislation that conflicts with a scope for an existing client to actively oppose the same legislation, then we do not take on the additional client or we adjust to avoid the conflict.

We are happy to report that conflicts are rare, and the more common scenario is that ostensible conflicts are evaluated and usually deemed not conflicts. Regional CSA offices typically do not engage on State Legislation, State Regulations, State Budget, and any other State Administrative Actions, and generally do not engage with State agencies, etc., and, thus, do not affect or conflict with Sacramento Lobbying efforts or governmental affairs facilitation with State agencies or local work in separate regions.

U.S. BANK PLAZA
980 NINTH STREET, SUITE 2000 • SACRAMENTO, CA 95814
TELEPHONE (916) 266-4575 • FACSIMILE (916) 266-4580

With nine offices statewide, the most common ostensible conflicts, which are quickly dismissed, are clients that have different interests but have geographically separate focuses. Work for clients served by regional offices is usually local in nature. Local advocacy and local consulting does not typically include any State Lobbying and, thus, rarely present conflicts of interest with opposing interests on State Administrative matters. Likewise, local and regional work in one region does not generally affect interests in other regions and very rarely actually directly conflicts with local or regional interests in other regions.

No Conflict with Local Work at Separate Regional Office:

In response to a question raised regarding potential conflict of interest from work carried out by our San Diego regional office for Pacaso and Airbnb, the local work performed by the San Diego team does not conflict with the Government Relations and Lobbying services performed by CSA's City of Malibu team. Specifically:

- The Airbnb and Pacaso San Diego work was local and geographically separate.
- The San Diego team members are completely separate from the Malibu team.
- The Malibu CSA team is based in Sacramento.
- None of the Malibu CSA team did any work for Airbnb or Pacaso.
- None of the Malibu CSA team have economic interests with Airbnb or Pacaso.
- None of the Malibu CSA team have had any communications with Airbnb or Pacaso.
- There were not communications between the separate and distinct teams regarding these clients.
- CSA's work for Malibu requires registering as State Lobbyist for the City with the State of California.
- The local San Diego team did no State Lobbying for Airbnb or for Pacaso, and they did not register with the State for either client.

As the Compliance Officer for California Strategies and Advocacy (CSA), I actively help ensure the firm avoids conflicts. In addition to our Conflict Check process, I help enforce our policy that we daylight potential conflicts as soon as any they arise. If the local San Diego work had presented an actual conflict of interest to Malibu, we would have reached out to the City Manager. Moving forward, with shifting policy priorities for State-registered lobbying clients, etc., we reiterate our commitment to our longstanding policy to disclose potential conflicts to all parties as soon as they are known and resolve them as expeditiously as possible.

On behalf of CSA, I thank you for your consideration of our firm to continue to proudly provide government relations and lobbying services for the City of Malibu and to further the interests of Malibu with the State in Sacramento and with State and local entities in the Los Angeles region. We look forward to many more successes together.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Ted Harris', with a stylized, flowing script.

Ted Harris
Partner and Compliance Officer
California Strategies & Advocacy, LLC
980 9th Street, Suite 2000
Sacramento, CA 95814
Office: (916) 266-4575
Fax: (916) 266-4580
Email: tharris@calstrat.com