

ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089823-22-V, Federal Legislative & Executive Branch Consulting Services

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089823-22-V, Federal Legislative & Executive Branch Consulting Services (Contractor).

RECITALS

On or about 8/19/2021, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide federal legislative and executive branch consulting services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

ARTICLE I CONTRACTOR SERVICES

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Government Affairs Department, under the direction of the Office of the Mayor is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Commission as follows:

Adrian Granda
Director of Government Affairs
202 C Street, 11th Floor
San Diego, CA 92101
619-236-6330
ADGranda@sandiego.gov

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of

Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$840,000.00.

Contractor must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Contractor that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice of Award; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing


5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

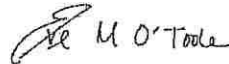
IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.


CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Holland & Knight LLP
Proposer
800 17th Street NW, Suite 1100
Street Address
Washington, D.C.
City
202.955.3000
Telephone No.
eve.otoole@hklaw.com
E-Mail

BY: 
Print Name: Claudia C. Abarca
Director, Purchasing & Contracting Department
February 1, 2022
Date Signed

BY: 
Signature of Proposer's Authorized Representative
Eve Maldonado O'Toole
Print Name
Senior Policy Advisor
Title
9/20/2021
Date

Approved as to form this 2nd day of February, 2022.
MARA W. ELLIOTT, City Attorney
BY: 
Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a complete and detailed cost proposal inclusive of indirect costs to complete all tasks identified in the Scope of Work. A detailed cost breakdown shall be provided identifying: (1) number of staff hours and hourly rates for each professional and support/administrative staff person committed to this effort; (2) an estimate of all direct costs, such as materials and reproduction costs; and (3) an estimate of any subconsultant services. Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{\text{(contract price - lowest price)}}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require only the top four (4) proposers with the highest scoring proposal to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Creativity of proposed project approach	
4. Clarity and brevity of the response.	
B. Staffing Plan.	15
1. Qualifications of personnel adequate for requirement	
2. Provision for the required disciplines	
3. Clearly defined Roles/Responsibilities of key personnel	
C. Proposer's Capability to provide the services and expertise and Past Performance.	40
1. Relevant experience of the Proposer and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Background of the Proposer and subcontractors including (Discipline) qualifications	
4. Other pertinent experience	
5. Location in the general geographical area of the project and knowledge of the locality of the Project	
6. Past/Prior Performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
D. Cost.	10
E. Mandatory Demonstration/Presentation.	15
1. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE OF AWARD. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

The City of San Diego (City) contracts with government relations professionals to ensure that the City maintains a high level of effective advocacy before the Executive and Legislative Branches of the Federal government. The Contractor shall work under the policy direction of the Mayor and be administratively responsible to the Mayor's designee. The Proposer shall be required to work with multiple City departments as deemed necessary to implement the City's agenda.

This Request for Proposal (RFP) is being issued in order to solicit Proposals from qualified Proposers to provide Federal Legislative and Executive Branch Consulting Services and Representation, with particular emphasis on advancing policy priorities through legislation and direct advocacy with federal officials and funding opportunities, including appropriations requests and Federal grants, for the City of San Diego.

Interested parties who have successfully demonstrated an ability to perform Consulting work for a city or public agency of similar size and have a proven record of success in securing funding and achieving legislative objectives are invited to submit a response to this RFP.

B. OBJECTIVE

The objective of this RFP is to make an award to a qualified Contractor to provide Federal Legislative and Executive Branch Consulting Services and Representation, which represents best overall value to the City meeting the specifications and requirements of this RFP.

C. SCOPE OF WORK

The principal responsibility of the Contractor shall be achieving Federal funding and other legislative priorities for the City, including advocating before legislative and regulatory decision-makers on behalf of the City. This shall include, but not be limited to, direct advocacy with federal officials, legislators, and their staff to advance legislation and proactively pursue opportunities to strengthen the City of San Diego on its policy priorities.

D. CORE REQUIREMENTS AND DELIVERABLES

The principal responsibility of the Contractor shall be achieving Federal funding and other legislative objectives for the City, including advocating before legislative and regulatory decision-makers on behalf of the City.

1. **Work Plan.** In cooperation with the Office of the Mayor and other appropriate City departments, the Contractor shall help develop and implement a detailed work plan to maximize funding awards and favorable legislation for the City. The work plans include the following areas:
 - a. **Appropriations, Grants and Other Funding Opportunities;**
 - b. **Community and Economic Development;**

- c. Bi-National Issues, International Issues, and Foreign Trade;
 - d. Municipal Revenues and Operations;
 - e. Affordable Housing, Neighborhood Services, and Homelessness;
 - f. Infrastructure and Public Works;
 - g. Public Safety and Homeland Security;
 - h. Environmental Quality, Sustainability, and Stormwater; and
 - i. Water and Wastewater, including recycled water and energy management.
2. Services and Advice. In fulfillment of the work plans, the Contractor shall provide services and advice including, but not be limited to the following:
- a. Representing the City in directly interacting with the White House, administration officials, and elected representatives and staff persons, Federal agencies, boards, commissions and legislative and regulatory bodies.
 - b. Advancing and negotiating the City's policy priorities through the legislative process by advocating directly with members and their staff, committee staff, and other decision-makers necessary to pass legislation.
 - c. Maintaining and strengthening relationships with high level Administration and Congressional members and staff to provide for proactive coordination on shared priorities.
 - d. Leveraging federal relationships to position the City for opportunities to partner on federal initiatives and in meetings on priority policy areas.
 - e. Researching, identifying opportunities, and providing written and oral information to the City, as specified by the Office of the Mayor on matters which include, but are not limited to:
 - i. Grants and other funding opportunities for proposed City projects;
 - ii. Existing and proposed Federal laws and regulations that affect City interests;
 - iii. Reports on, and testimony from, legislative hearings;
 - iv. The development and progress of Federal issues affecting specified City interests;
 - v. Federal agency and department regulations, guidelines, directives, and other instruments of administrative policy;
 - vi. Technical reports and memoranda affecting City operations and fiscal conditions;

- f. Arranging meetings for City elected officials and personnel with elected officials, administration and staff;
- g. Coordinating with the City's Grants Administrator and grant writers in the appropriate City departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City;
- h. Providing monthly reports for distribution to the Council of the City of San Diego describing activities and services provided on behalf of the City at the direction of the Office of the Mayor; making at least two appearances per year before the Council committee responsible for Federal legislative and regulatory activities;
- i. Assisting the City's Public Utilities Department in its legislative efforts, including but not limited to, the Point Loma Wastewater Treatment Plant permit, implementation of potable reuse and resulting greenhouse gas reduction, advocacy on high priority bills, on-site quarterly meetings and weekly conference calls during the legislative session.

The Contractor shall, with the coordination of the Office of the Mayor, draft and submit communications of official positions on behalf of the City. Those communications shall be transmitted to the appropriate members of government and a digital copy of all correspondence submitted on the City's behalf must be provided to the City.

E. QUALIFICATIONS AND EXPERIENCE

Proposers shall provide the following information to enable the City to evaluate the Proposer's qualifications and experience:

1. Ability to perform comparable work for a city or agency of similar size.
2. Proposer(s) should include their expertise in Federal Executive and Legislative Branch processes and issues and experience in Federal legislation, budgeting, appropriations, and grants.
3. Specific Experience: Identify the individual(s), key personnel including name, title and relevant experience, which will be responsible for overall account management as well as for each of the areas identified under this Exhibit B, Section D, Core Requirements and Deliverables, Subsection 2. Services and Advice.
4. Provide three (3) to five (5) examples of the Proposer's experience and success in achieving funding, legislative, and regulatory objectives in each of the areas identified under this Exhibit B, Section D. Core Requirements and Deliverables, Subsection 1. Work Plan. The City is especially interested in examples that demonstrate the Proposer's proactive approach to securing funds for clients and the Proposer's focus on long-term, strategic thinking.
5. Provide a brief description of the Proposer(s) approach to the development of work plans or strategies for similar clients in the past.
6. Provide an analysis of no more than three hundred fifty (350) words that outlines what the Proposer believes will be the key strategic opportunities for local

government between January 1, 2022 and January 1, 2025, and how best to maximize those opportunities.

F. OPTIONAL CONSULTING SERVICES

Contractor shall provide, at the discretion of the City, optional consulting services related to the scope of work and in accordance with this RFP. Optional consulting services may be required on an as-needed basis throughout the term of the Contract. Contractor shall provide the optional consulting services in accordance with this Exhibit B, Section P. Pricing Schedule, Subsection 2.

G. PROPOSERS IMPLEMENTATION PLAN

Proposers shall provide a Contract implementation plan proposing procedural, operational steps, technical approach and milestones of how Contractor intends to provide the work plan with specified deliverables as previously specified. A revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

H. REQUIRED REPORTS

Contractor shall ensure that all reports required of them by any law or regulation of the United State of America or California or their agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If any such report is not filed within ninety (90) days of the date on which the report is due, such failure shall be deemed a material breach of this Contract that may, at the City's option, result in immediate termination of this Contract.

I. REGISTERED LOBBYIST

The Proposer(s) shall submit verification, if required by applicable City, State or Federal laws, that the Proposer(s) is a registered lobbyist.

J. CONFLICT OF INTEREST; REPRESENTATION OF OTHER CLIENTS

The Contractor shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The Contractor, and each principal thereof, will file with the City an annual Conflict of Interest Disclosure Statement (the form of which is set forth in Exhibit D to this Contract).

In order to prevent potential or perceived conflicts of interest among Proposers' personnel, the successful Proposer shall submit a current Statement of Economic Interest Form 700 applicable to this scope of work prior to execution of the Contract.

1. The City recognizes and acknowledges that the Contractor presently represents clients other than the City and may, during this Contract, render services as registered lobbyists for other organizations, individuals and entities.
2. Contractor shall not, during the term of this Contract, undertake representation of any other non-currently existing organization, individual or entity whose interests are in actual conflict with the interests of the City. Contractor further agrees that no representatives of the Contractor or any subcontractors shall, during the term of

this Contract, represent any client before the Council on issues deemed by the Contract Administrator to be in conflict with the City's interests. Notwithstanding anything in this subsection 2 to the contrary, the City and Contractor agree to the terms and conditions in the Conflict of Interest Waiver dated November 19, 2021, attached to this Contract as Attachment 1.

3. In the event that, during the term of this Contract, Contractor desires to undertake governmental advocacy on behalf of another organization or entity, the Contractor shall give the Contract Administrator written notice of such proposed employment, for the purpose of determining potential conflicts of interests. The notice shall specify the name and address of the organization or entity being represented, and the scope of work to be undertaken on their behalf. All information received by the Contract Administrator shall be treated in confidence as authorized by law, as the Contractor's trade secret, and shall be returned to the Contractor upon making a determination as to the presence or absence of a conflict.
4. If the Contract Administrator determines that a conflict exists because of the new representation under paragraph 3 above, the Contractor shall not represent the subject organization, individual, or entity with respect to those issues or interests determined by the Contract Administrator to conflict with the interests of the City, except as set forth in this paragraph 4. The Contract Administrator shall notify the Contractor of this determination within ten (10) working days from receipt of the notice from the Contractor. Contractor shall not therefore accept any such proposed representation, unless the City's written consent is obtained, provided, however that such consent shall not be unreasonably withheld. In the event that the proposed representation raises a conflict as to some, but not all, issues or interests of the City, the City's consent to the representation may be limited so as to exclude the issues presenting the conflict, and Contractor shall not thereafter represent the other party as to any issues excluded from the scope of the City's consent.
5. During the term of this Contract, the Contract Administrator may determine that a conflict exists between the Contractor's representation of the City, on the one hand, and the Contractor's representation of another previously existing client organization, entity or individual on the other hand, with respect to a particular matter. If the Contract Administrator makes this determination, the City may, in its sole discretion, (1) require Contractor to retain, at Contractor's expense, a qualified legislative representative approved by the Contract Administrator, to represent the City on the matter which is the source of the conflict, or (2) cancel this Contract for default in accordance with Section 4.3 of Exhibit C to this Contract.
6. Pursuant to and in compliance with the City's Conflict of Interest Code for the Contract Administrator, the Contractor shall complete and file an annual disclosure of all other clients represented by the Contractor as of the date of the disclosure statement.

K. FINANCIAL RESPONSIBILITY

1. Proposers are required to submit with their proposal a Statement of Financial Responsibility (the form of which is attached as Exhibit E). This document will be used in determining the Proposer's financial responsibility.

2. Additionally, the City reserves the right to require, during Proposal evaluation, that Proposers provide a copy of their most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. These documents may be relied on in further determining Proposer's financial responsibility.

L. SUBSTITUTION OF PERSONNEL

Contractor is expected to ensure personnel proposed for this Contract will be available for the Contract term. In the event the Contractor wishes to substitute personnel, Contractor shall provide a proposal of personnel of equal or higher qualifications. Any substitution of personnel must be approved by the City in written form. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel this Contract for default in accordance with Section 4.3 of Exhibit C to this Contract.

In addition, the City reserves the right to conduct performance evaluations as may be needed to document a Contractor's performance. Poor performance evaluations may result in default or cancellation of the Contract. However, City reserves the right to request a substitution of personnel if performance is not satisfactory.

M. REFERENCES

Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope to the City of San Diego as specified in this RFP during the past three (3) years. Proposers are encouraged to identify at least one current and one past client in each category identified under this Exhibit B, Section D. Core Requirements and Deliverables, Subsection 2. Services and Advice. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this Contract. Previous experience in providing Federal Legislative and Executive Branch Consulting Services and Representation with particular emphasis on securing funding will be an important consideration. This will enable the City to judge product reliability, vendor performance, and other information.

N. ADDITIONAL INSURANCE

Professional Liability. The winning Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least \$1,000,000.00 (one million) per occurrence and \$2,000,000.00 (two million) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the winning Proposer must ensure that the policy retroactive date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

O. TECHNICAL REPRESENTATIVE

The Contract Administrator for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

P. PRICING SCHEDULE

Proposers shall submit pricing on the form and format provided herein, and in its entirety, to be considered responsive to this RFP. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs of operations, including, but not limited to, office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City, including that of any subcontractors. No other charges will be considered.

Proposers may provide attachment worksheets, which include a breakdown of labor hours and other rationale used in determining their pricing. However, the evaluation of price will be based on pricing provided herein.

SUBSECTION 1: Pricing for Core Requirements and Deliverables as specified in Section B, Core Requirements and Deliverables

Monthly retainer \$13,000 x 60 months = \$780,000

Payment to be made in arrears for services rendered.

SUBSECTION 2: Pricing for Optional Consulting Services

Proposers shall provide pricing for optional consulting services as part of their submittal. Pricing shall be provided as an attachment. Pricing shall include firm-fixed, fully-burdened hourly labor rates for key personnel. Pricing for optional consulting services will not be evaluated as part of the assessment of points for cost pursuant to Exhibit A, 3.6 Evaluation Criteria, D. Cost.

As requested, below are our team's firm-fixed, fully-burdened hourly labor rates for key personnel, which would be used for pricing for optional consulting services.

Name	Title	Hourly Rate
Eve Maldonado O'Toole	Senior Policy Advisor	\$810
Leslie Pollner	Senior Policy Advisor	\$825
Lauri Hettinger	Senior Policy Advisor	\$785
Lisa Barkovic	Senior Policy Advisor	\$595
Leon Fresco	Partner	\$915
Francisco Sanchez	Partner	\$1100
Rafe Petersen	Partner	\$1065

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 Right to Terminate for Convenience. Either Party may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to the non-terminating Party. The termination of the Contract shall be effective upon receipt of the notice. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone

number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or

other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or negligent performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

**ARTICLE IX
CITY-MANDATED CLAUSES AND REQUIREMENTS**

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully

cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by

Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Federal Legislative & Executive Branch Consulting Services

B. BIDDER/PROPOSER INFORMATION:

Holland & Knight LLP

Legal Name	DBA		
800 17th Street NW	Washington	DC	20006
Street Address	City	State	Zip
Eve Maldonado O'Toole	(202) 419-2505		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Eve Maldonado O'Toole	Senior Policy Advisor
Name	Title/Position
Washington, D.C.	
City and State of Residence	Employer (if different than Bidder/Proposer)
<small>Members of your proposed Holland & Knight team do not have any philanthropic, scientific, artistic interest in the transaction. Their financial interest lies within the proposed fee as submitted with their response</small>	
Interest in the transaction	

Leslie Pollner	Senior Policy Advisor
Name	Title/Position
Bethesda, Maryland	
City and State of Residence	Employer (if different than Bidder/Proposer)
<small>Members of your proposed Holland & Knight team do not have any philanthropic, scientific, artistic interest in the transaction. Their financial interest lies within the proposed fee as submitted with their response</small>	
Interest in the transaction	

Lauri Hettinger	Senior Policy Advisor
Name	Title/Position
Alexandria, Virginia	
City and State of Residence	Employer (if different than Bidder/Proposer)
<small>Members of your proposed Holland & Knight team do not have any philanthropic, scientific, artistic interest in the transaction. Their financial interest lies within the proposed fee as submitted with their response</small>	
Interest in the transaction	

Lisa Barkovic	Senior Policy Advisor
Name	Title/Position
Springfield, Virginia	
City and State of Residence	Employer (if different than Bidder/Proposer)
<small>Members of your proposed Holland & Knight team do not have any philanthropic, scientific, artistic interest in the transaction. Their financial interest lies within the proposed fee as submitted with their response</small>	
Interest in the transaction	

Leon Fresco	Partner
Name	Title/Position
Bethesda, Maryland	
City and State of Residence	Employer (if different than Bidder/Proposer)
<small>Members of your proposed Holland & Knight team do not have any philanthropic, scientific, artistic interest in the transaction. Their financial interest lies within the proposed fee as submitted with their response</small>	
Interest in the transaction	

Francisco Sanchez	Partner
Name	Title/Position
Tampa, Florida & Washington, D.C.	
City and State of Residence	Employer (if different than Bidder/Proposer)
<small>Members of your proposed Holland & Knight team do not have any philanthropic, scientific, artistic interest in the transaction. Their financial interest lies within the proposed fee as submitted with their response</small>	
Interest in the transaction	

Rafe Petersen	Partner
Name	Title/Position
Chevy Chase, Maryland	
City and State of Residence	Employer (if different than Bidder/Proposer)
<small>Members of your proposed Holland & Knight team do not have any philanthropic, scientific, artistic interest in the transaction. Their financial interest lies within the proposed fee as submitted with their response</small>	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

- a. Number of voting shares: _____
- b. Number of nonvoting shares: _____
- c. Number of shareholders: _____
- d. Value per share of common stock:

Par	\$	_____
Book	\$	_____
Market	\$	_____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: 07/01/1968 State of formation: Florida

List names of all firm partners:

Please see attached list at the end of this form

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes **No** There are no liens or judgment outstanding against H&K. H&K is one of the largest law firms in the United States with many thousand of clients at any given time. Incident to its discharge of legal services to its clients, the Firm, from time to time, becomes involved in controverted matters, including claims against it that, in large part are unmeritorious.

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Wells Fargo, Legal Specialty Group

Point of Contact: Rosary Plana Falero

Address: 333 SE 2nd Avenue, 23rd Floor, Z6087-233 Miami, FL 33131

Phone Number: (305) 329-6835

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

Holland & Knight is in the process of obtaining a Business Tax Certificate.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes **No** Not to the best knowledge of the firm's senior management.

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes **No** The engagement and client relationship processes are handled largely by individual attorneys. However, to the best knowledge of H&K's senior management a public entity has not terminated our firm's contract for cause prior to contract completion.

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes **No** The engagement and client relationship processes are handled largely by individual attorneys. However, to the best knowledge of H&K's seniors management, our firm has not received notice to cure or a notice of default on a contract with any public agency.

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of San Jose, California

Contact Name and Phone Number: Scott Green (408) 623-3959

Contact Email: scott.green@sanjoseca.gov

Address: 200 E Santa Clara St., San Jose, CA 95113

Contract Date: November 7, 2019

Contract Amount: _____

Requirements of Contract: Executive/Legislative Advocacy Services

Company Name: City of Philadelphia, PA

Contact Name and Phone Number: Deborah Mahler (267) 559-3439

Contact Email: deborah.mahler@phila.gov

Address: City Hall, Office 215, Philadelphia PA 19107

Contract Date: December 6, 2011

Contract Amount: _____

Requirements of Contract: Executive/Legislative Advocacy Services

Company Name: City of Phoenix, Arizona

Contact Name and Phone Number: Clark Princell (602) 534-9792

Contact Email: clark.princell@phoenix.gov

Address: 200 West Washington St. 12th Floor Phoenix, AZ 85003

Contract Date: October 16, 2012

Contract Amount: _____

Requirements of Contract: Executive/Legislative Advocacy Services

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes **No** Not to the best knowledge of the firm's senior management.

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

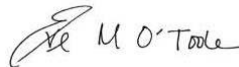
(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Eve Maldonado O'Toole



9/20/2021

Name and Title

Signature

Date

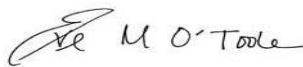
**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Eve Maldonado O'Toole

Print Name, Title



Signature

9/20/2021

Date

Full Name	Title
Glenn A Adams	Equity Partner
Paul M. Aguggia	Equity Partner
Roger David Aksamit	Equity Partner
Martin J Alexander	Equity Partner
Vivian M. Arias	Equity Partner
Shannon Armstrong	Equity Partner
Hugo P Arza	Equity Partner
Adam J August	Equity Partner
Kelly F Bagnall	Equity Partner
Olesya Bakar	Equity Partner
Jay Baker	Equity Partner
Philip Baker-Shenk	Equity Partner
Steve T Ball	Equity Partner
Bill Banowsky	Equity Partner
David A Barkus	Equity Partner
Deborah E Barnard	Equity Partner
Joseph K. Barnette	Equity Partner
Jacob K Baron	Equity Partner
Jason H Baruch	Equity Partner
Peter Baumgaertner	Equity Partner
Neal N Beaton	Equity Partner
Meredeth A Beers	Equity Partner
Sara A Begley	Equity Partner
B. Jeffery Bell	Equity Partner
Seth R Belzley	Equity Partner
Ted M. Benn	Equity Partner
David Bennett	Equity Partner
Sara Bernard	Equity Partner
Leonard A Bernstein	Equity Partner
Robert S Bernstein	Equity Partner
Gregory D. Binns	Equity Partner
David S Black	Equity Partner
Stacy D Blank	Equity Partner
Brandon Lee Bloom	Equity Partner
William R Bloom	Equity Partner
Maximillian J Bodojn	Equity Partner
Paul Bond	Equity Partner
Susan Jennifer Booth	Equity Partner
Charles E. Borden	Equity Partner
Joshua I Bosin	Equity Partner
Christopher W Boyett	Equity Partner
Robert H Bradner	Equity Partner
Keith Michael Brandofino	Equity Partner
Cindy A Brazell	Equity Partner
Walker Brierre	Equity Partner
Christopher C Brockman	Equity Partner

Jonetta L Brooks	Equity Partner
John L Brownlee	Equity Partner
William P Burchette	Equity Partner
Eliot T Burriss	Equity Partner
William P Byrne	Equity Partner
Lynn E Calkins	Equity Partner
Christopher L Camarra	Equity Partner
Anthony J. Campiti	Equity Partner
Kelly-Ann Cartwright	Equity Partner
Jose A Casal	Equity Partner
Kristen M Cassetta	Equity Partner
Christopher M Cerrito	Equity Partner
James C Chadwick	Equity Partner
Michael L Chapman	Equity Partner
Chris Chauvin	Equity Partner
Glynn K Christian	Equity Partner
Mark H Churchill	Equity Partner
Paul W Cicchetti	Equity Partner
Craig Circosta	Equity Partner
Doug Clapp	Equity Partner
Martin A Clarke	Equity Partner
Jeffrey P Clevon	Equity Partner
Alan Cohen	Equity Partner
Justin S. Cohen	Equity Partner
Jerald S Cohn	Equity Partner
Brian J Colandreo	Equity Partner
Ivan A Colao	Equity Partner
David S Cole	Equity Partner
Abraham Joshua Colman	Equity Partner
Paul E. Comeaux	Equity Partner
Timothy J Conner	Equity Partner
Louis T M Conti	Equity Partner
J. Raul Cosio	Equity Partner
Kevin E Coventon	Equity Partner
Eric S Crusius	Equity Partner
Maria T Currier	Equity Partner
Gregory William Curry	Equity Partner
Lawrence N Curtin	Equity Partner
Amy R. Curtis	Equity Partner
Jesus E Cuza	Equity Partner
Brian T Daigle	Equity Partner
Laurie Webb Daniel	Equity Partner
Douglas F Darbut	Equity Partner
Andrea Darling de Cortes	Equity Partner
Barry Davis	Equity Partner
Jim Davis	Equity Partner
Mark C Davis	Equity Partner

Melissa Michelle Davis	Equity Partner
Vivian C de las Cuevas-Diaz	Equity Partner
John A Decker	Equity Partner
Christopher DeLacy	Equity Partner
James E DelBello	Equity Partner
Andrew B. Derman	Equity Partner
Harry R Detwiler	Equity Partner
Josias N Dewey	Equity Partner
Edward Diaz	Equity Partner
Stephen J. Dietrich	Equity Partner
Christopher S Dillon	Equity Partner
Anthony E DiResta	Equity Partner
Jolisa Melton Dobbs	Equity Partner
R. David Donoghue	Equity Partner
J. Matthew Donohue	Equity Partner
Stephen J Double	Equity Partner
Robert Dougherty	Equity Partner
Phillip L Durham	Equity Partner
Martin G Durkin	Equity Partner
Richard D Eckhard	Equity Partner
Cory W Eichhorn	Equity Partner
Robert D. Eickenroht	Equity Partner
Brandon H. Elledge	Equity Partner
Patrick C Emans	Equity Partner
Jonathan M Epstein	Equity Partner
Philip Tucker Evans	Equity Partner
Irwin J Fayne	Equity Partner
William K Fendrick	Equity Partner
Andres Fernandez	Equity Partner
Juan Carlos Ferrer	Equity Partner
Wifredo A Ferrer	Equity Partner
David J Fischer	Equity Partner
John A Flaherty	Equity Partner
Andrew P. Flint	Equity Partner
Vincent J Foley	Equity Partner
M Matthew Fontane	Equity Partner
Thomas J Freed	Equity Partner
Kyrus Lamont Freeman	Equity Partner
Leon Fresco	Equity Partner
Michael J Frevola	Equity Partner
Robert J Friedman	Equity Partner
Richard B Furey	Equity Partner
Bryan S. Gadol	Equity Partner
Danielle V. Garcia	Equity Partner
Suzanne E Gilbert	Equity Partner
Norman M Glasgow Jr.	Equity Partner
Stuart Glick	Equity Partner

Warren E Gluck	Equity Partner
Rich Gold	Equity Partner
Mark R Goldschmidt	Equity Partner
Joseph G Goldstein	Equity Partner
Enrique Gomez-Pinzon	Equity Partner
Alex M Gonzalez	Equity Partner
Steven D Gordon	Equity Partner
William F Gould	Equity Partner
Robert J. Grammig	Equity Partner
Alaine S. Greenberg	Equity Partner
George J Gregores	Equity Partner
Joseph Guay	Equity Partner
Jeffrey D Haas	Equity Partner
Julia M Haines	Equity Partner
Gary L Halbert	Equity Partner
John F Halula	Equity Partner
Lawrence J Hamilton II	Equity Partner
Margot Mendelson Hammond	Equity Partner
L. Bradley Hancock	Equity Partner
Tye C Hancock	Equity Partner
Theodore F Hanselman	Equity Partner
Mark E. Haranzo	Equity Partner
Peter P Hargitai	Equity Partner
Jim B. Harris	Equity Partner
Shannon Britton Hartsfield	Equity Partner
Lisa Hawke	Equity Partner
Craig Haynes	Equity Partner
Sandra L. Heller	Equity Partner
Benjamin F.S. Herd	Equity Partner
Alberto M Hernandez	Equity Partner
Jennifer L Hernandez	Equity Partner
Jorge L Hernandez-Toraño	Equity Partner
Anthony J Herrera	Equity Partner
Sara Christina Heskett	Equity Partner
Edward R Hickey	Equity Partner
Loren Kessler Higgins	Equity Partner
Robert S Highsmith Jr.	Equity Partner
Adam Hill	Equity Partner
Thomas E Hill	Equity Partner
Jerome W Hoffman	Equity Partner
Brian K Hole	Equity Partner
Dan Hopper	Equity Partner
Dennis M. Horn	Equity Partner
Bradley D Houser	Equity Partner
Tim Hudson	Equity Partner
Stephen J Humes	Equity Partner
George Edward Humphrey	Equity Partner

Shelley G Hurwitz	Equity Partner
Joshua E Husbands	Equity Partner
Dayna M Hutchins	Equity Partner
David Iacuzio	Equity Partner
Andrew Allen Ingram	Equity Partner
Janene D Jackson	Equity Partner
Paul J Jaskot	Equity Partner
Kenneth A Jenero	Equity Partner
Adolfo E Jimenez	Equity Partner
Robert W Jones	Equity Partner
David S Kahn	Equity Partner
Robert J Kaler	Equity Partner
Mark C. Kalpin	Equity Partner
Stewart L. Kasner	Equity Partner
Bill Katz	Equity Partner
Gordon P Katz	Equity Partner
Bonni F Kaufman	Equity Partner
Todd Denison Keator	Equity Partner
Kerry S Kehoe	Equity Partner
Roth Kehoe	Equity Partner
Francis L Keldermans	Equity Partner
Christopher G Kelly	Equity Partner
John Kern	Equity Partner
Paul J. Kiernan	Equity Partner
Paul F Kilmer	Equity Partner
Eric W Kimball	Equity Partner
Bradford D Kimbro	Equity Partner
Marc H. Klein	Equity Partner
Ronald J Klein	Equity Partner
Jason Klitenic	Equity Partner
Tammy Knight	Equity Partner
Chris N Kolos	Equity Partner
Victoria Koob	Equity Partner
Edward F Koren	Equity Partner
Joshua C Krumholz	Equity Partner
David C Kully	Equity Partner
Robert J Labate	Equity Partner
Alejandro Landa Thierry	Equity Partner
William R Lane Jr.	Equity Partner
Paul G Lannon	Equity Partner
Ruth L Lansner	Equity Partner
Philip S Lapatin	Equity Partner
David Lawrence	Equity Partner
Steven D. Lear	Equity Partner
Brian G Leary	Equity Partner
Nathan Leavitt	Equity Partner
Amy S Leder	Equity Partner

Tiffani G Lee	Equity Partner
Kathryn Hazeem Lehman	Equity Partner
Nicholas Alexander Leibham	Equity Partner
Thomas Drew Leland	Equity Partner
Ralph T Lepore III	Equity Partner
Shari A Levitan	Equity Partner
Kenneth K Lowenstein	Equity Partner
Robert C MacKichan Jr.	Equity Partner
Jessica B. Magee	Equity Partner
Ryan M Magee	Equity Partner
Ieuan G Mahony	Equity Partner
J. Allen Maines	Equity Partner
Michael R Manthei	Equity Partner
Marisa Marinelli	Equity Partner
John D Martini	Equity Partner
Daniel Mateo	Equity Partner
D. Bruce May	Equity Partner
Jeremiah Marriott Mayfield	Equity Partner
Juan J. Mayol Jr.	Equity Partner
Tom McAleavey	Equity Partner
Louise McAlpin	Equity Partner
C Grant McCorkhill	Equity Partner
Diane M McDermott	Equity Partner
James E McDermott	Equity Partner
Miriam McKendall	Equity Partner
Mary A. McNulty	Equity Partner
Greg Meece	Equity Partner
Gregory R Meeder	Equity Partner
James T Meggesto	Equity Partner
Mark S Melodia	Equity Partner
Andrew Melsheimer	Equity Partner
Mark A. Melton	Equity Partner
George Mencio	Equity Partner
Judith M Mercier	Equity Partner
Lee Susan Meyercord	Equity Partner
Mark C Michalowski	Equity Partner
Nicholas G Milano	Equity Partner
Mike M Mills Jr.	Equity Partner
Doug Minor	Equity Partner
Jeffrey W Mittleman	Equity Partner
John J Monaghan	Equity Partner
Timothy Joseph Moran	Equity Partner
Anita M Mosner	Equity Partner
William R. Mureiko	Equity Partner
Charles R Naftalin	Equity Partner
Stuart G Nash	Equity Partner
Bryan Neal	Equity Partner

Stacie Polashuk Nelson	Equity Partner
Michael Brill Newman	Equity Partner
Tracy A Nichols	Equity Partner
Christopher R Nolan	Equity Partner
Sean M O'Brien	Equity Partner
William Matthew O'Connor	Equity Partner
John P O'Neill	Equity Partner
Kathryn W Oberto	Equity Partner
Joshua David Odintz	Equity Partner
Kevin E Packman	Equity Partner
Frederick D Page	Equity Partner
James Paine	Equity Partner
Nipun J Patel	Equity Partner
Sameer V Patel	Equity Partner
Richard A Perez	Equity Partner
Joe S. Pevsner	Equity Partner
Eric M Pfeifle	Equity Partner
Ashley T.K. Phillips	Equity Partner
Rich Phillips	Equity Partner
Brian Platton	Equity Partner
Tamsen Plume	Equity Partner
James Harold Power	Equity Partner
Douglas A Praw	Equity Partner
Danielle C Price	Equity Partner
Benjamin P. Pugh	Equity Partner
Roberto R Pupo	Equity Partner
Tracy Zurzolo Quinn	Equity Partner
Norberto E Quintana	Equity Partner
Russ Rabinovich	Equity Partner
Kenneth Racowski	Equity Partner
Steven Raffaele	Equity Partner
Jennifer Rangel	Equity Partner
Stephen C. Rasch	Equity Partner
Timothy Ray	Equity Partner
Christopher J Reynolds	Equity Partner
Robert A Ricketts	Equity Partner
Josh H Roberts	Equity Partner
David A. Robinson	Equity Partner
Richard Bratton Roper	Equity Partner
David M. Rosenberg	Equity Partner
Ira N Rosner	Equity Partner
Louis J Rouleau	Equity Partner
Luis Rubio Barnetche	Equity Partner
Gabriel Ruiz	Equity Partner
Travis A. Sabalewski	Equity Partner
Stuart M Saft	Equity Partner
Alban Salaman	Equity Partner

Keith N. Sambur	Equity Partner
Tim Samson	Equity Partner
Tara A Scanlon	Equity Partner
Elizabeth A. Schartz	Equity Partner
Janis Boyarsky Schiff	Equity Partner
Jim Schultz	Equity Partner
Christina M Schwing	Equity Partner
Nichole D Scott	Equity Partner
Eugene F Segrest	Equity Partner
Martin L. Seidel	Equity Partner
Evan S Seideman	Equity Partner
Lawrence E Sellers	Equity Partner
Jeffrey R Seul	Equity Partner
Mark L Shapiro	Equity Partner
Noah Shapiro	Equity Partner
Stephen B Shapiro	Equity Partner
William M. Sharp	Equity Partner
Lindsay A Sheehy	Equity Partner
Sean C Sheely	Equity Partner
William N Shepherd	Equity Partner
William B Sherman	Equity Partner
Christine M Shiker	Equity Partner
Jonathan Burton Shoebbotham	Equity Partner
Carolyn P Short	Equity Partner
Jennifer Susan Sickler	Equity Partner
David C Silver	Equity Partner
David R Singleton	Equity Partner
Jonathan I Sirois	Equity Partner
Jose Sirven	Equity Partner
Aaron T Slavens	Equity Partner
Tracy R. Slavens	Equity Partner
David Scott Sloan	Equity Partner
Mark M. Sloan	Equity Partner
Daniel I Small	Equity Partner
James D Smeallie	Equity Partner
Colin P. Smith	Equity Partner
Colin J Smith	Equity Partner
Lee Stuart Smith	Equity Partner
Steven Sonberg	Equity Partner
Rodolfo Sorondo Jr.	Equity Partner
Bruce S. Sostek	Equity Partner
David I. Spector	Equity Partner
Joshua M Spencer	Equity Partner
Joseph A Steinberg	Equity Partner
Jeffrey Blake Stern	Equity Partner
Jeremy M Sternberg	Equity Partner
Doug E. Stewart	Equity Partner

Michael W. Stockham	Equity Partner
Fred S Stovall	Equity Partner
Charles L Stutts	Equity Partner
Michelle White Suarez	Equity Partner
Ben W Subin	Equity Partner
Kurt Summers	Equity Partner
Matthew H. Swerdlow	Equity Partner
Nicholas William Targ	Equity Partner
Jordan B Taylor	Equity Partner
Lee Philip Teichner	Equity Partner
Jovi Tenev	Equity Partner
Marisa C Terrenzi	Equity Partner
Vivian Lee Thoreen	Equity Partner
Charles Welch Tiedemann	Equity Partner
Robert K Tompkins	Equity Partner
John M Toriello	Equity Partner
Shawn M Turner	Equity Partner
Melissa S Turra	Equity Partner
Merrill A Ulmer	Equity Partner
Guillermo Uribe Lara	Equity Partner
Matthew P Vafidis	Equity Partner
Joseph H Varner III	Equity Partner
Woody Vaughan	Equity Partner
Kenneth M Vesledahl	Equity Partner
Debra J. Villarreal	Equity Partner
Karen D Walker	Equity Partner
Scott C Wallace	Equity Partner
Robert Allan Warram	Equity Partner
Stephen P. Warren	Equity Partner
Eric Wechselblatt	Equity Partner
Mark Weibel	Equity Partner
Charles A Weiss	Equity Partner
Michael J Werner	Equity Partner
Hunter Hassen White	Equity Partner
David C Whitestone	Equity Partner
Michael L Wiener	Equity Partner
Kwamina Thomas Williford	Equity Partner
Rebecca Wilsker	Equity Partner
Richard R Winter	Equity Partner
David W Wirt	Equity Partner
Thomas R Woodrow	Equity Partner
Anjuli B. Woods	Equity Partner
Todd D. Wozniak	Equity Partner
Richard L. Wynne Jr.	Equity Partner
Barbara M Yadley	Equity Partner
Richard M Yanofsky	Equity Partner
Thomas J Yoo	Equity Partner

Bruce John Zabarauskas
Jose V Zapata
Michael J Zdeb
Hongjun Zhang Ph.D.
Matthew Zimmerman

Equity Partner
Equity Partner
Equity Partner
Equity Partner
Equity Partner

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

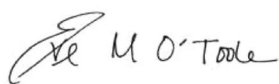
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
Yes.	H&K is one of the	largest law firms in the United	States with many	thousands of	employees. The Firm
occasionally	becomes involved in	controverted matters, including	alleged discrimination	claims against	it; however, no complaint
has been	deemed by any	governmental authority to have	merit.		

Contractor Name: Holland & Knight LLP

Certified By Eve Maldonado O'Toole Title Senior Policy Advisor

Name



Signature

Date September 20, 2021

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Holland & Knight LLP

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 524 Grand Regency Blvd

City: Brandon County: Hillsborough State: Florida Zip: 33510

Telephone Number: (202) 419-2505 Fax Number: _____

Name of Company CEO: Steven Sonberg, Managing Partner

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: Not Applicable

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Law Firm Type of License: _____

The Company has appointed: Carrie Weintraub

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 524 Grand Regency Blvd. Brandon, FL 33510

Telephone Number: (813)769-4314 Fax Number: (813)901-4201 Email: carrie.weintraub@hklaw.com

- One San Diego County (or Most Local County) Work Force – Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

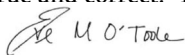
**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Holland & Knight LLP

(Firm Name)

Washington, DC hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 20 day of September, 2021



Eve Maldonado O'Toole

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Holland & Knight LLP

DATE: 8/25/2021

OFFICE(S) or BRANCH(ES): _____

COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	3	4	6	2	2	1	0	0	0	0	28	51	1	0
Professional	18	25	27	28	10	28	3	2	0	0	243	256	5	2
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	5	2	7	2	2	3	0	0	1	0	17	5	1	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	25	130	32	97	7	33	0	2	0	4	55	375	1	10
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	51	161	72	129	21	65	3	4	1	4	343	687	8	12
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Grand Total All Employees

1,561

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Volunteers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Artists	0	0	0	0	0	0	0	0	0	0	0	0	0	0

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Tab B - Executive Summary and Responses to Specifications.

Executive Summary

2.12 An Executive Summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

Holland & Knight's Public Policy & Regulation Practice Group (PP&R) is one of the most experienced, well-respected government relations practices. Our unique qualifications include:

Deep Local Government Experience: All of the proposed members on your team have more than 20 years of experience representing local governments. Holland & Knight has developed a strong foundation in all issues that matter to local governments spanning COVID relief, transportation/infrastructure, healthcare, housing and homelessness, community and economic development, public safety and homeland security, immigration, energy and environment issues, among others.

Team-based: We dedicate the personnel with the necessary relationships and substantive knowledge to the matter at hand. This organizational structure provides clients with a significant advantage that does not exist with other firms, which tend to operate as independent actors or only have meaningful relationships with one body of Congress or one political party.

Bipartisan: Holland & Knight's bipartisan team provides us with access to key policymakers in either party. While some firms fluctuate depending on which party is in power, Holland & Knight remains steady year after year, election after election, by nurturing longstanding relationships on both sides of the aisle while advocating on behalf of our clients.

Creative Campaign-Style Advocacy: Unlike other firms, Holland & Knight offers a campaign-style approach to advocacy. We incorporate lobbying, regulatory lawyering, traditional and social media, coalition building, and grassroots engagement to break through the "noise" in Washington and achieve client goals.

Profile Raising Success: We have been highly successful in positioning our municipal clients as national leaders on issues of importance. Through our strong relationships with think tanks, business associations, labor organizations, and thought leaders, Holland & Knight has successfully built coalitions and broadened support for client priorities leading to favorable legislation and media attention.

California Connected: Your Holland & Knight team has longstanding ties with the Golden State. We have a deep understanding of the policies, politics, and people impacting the City's needs and goals. We represent California local governments and government entities, including San Francisco, Sacramento, San Jose, Fremont, Santa Ana, West Sacramento, Los Angeles Metropolitan Transportation Authority, the Port of Los Angeles, and the Los Angeles Community College District.

Seamless Extension of Your Team: Working together, Holland & Knight would act as an extension of your team. We are available to you 24/7 and want to function as your Washington, D.C., office.

D. Core Requirements And Deliverables

The principal responsibility of the Contractor shall be achieving Federal funding and other legislative objectives for the City, including advocating before legislative and regulatory decision-makers on behalf of the City.

1. Work Plan. In cooperation with the Office of the Mayor and other appropriate City departments, the Contractor shall help develop and implement a detailed work plan to maximize funding awards and favorable legislation for the City. The work plans include the following areas:

a. Appropriations, Grants and Other Funding Opportunities;

Appropriations: The Holland & Knight team knows how to maneuver the appropriations process to advance our clients' priorities. If selected, Holland & Knight will work closely with City of San Diego to advance its priorities through the annual appropriations process utilizing our extensive relationships with Senate and House Appropriations Committee members. Furthermore, with earmarks—now called Community Project Funding (House)/Congressionally Directed Spending (Senate)—returning there are new opportunities for the City of San Diego to secure funding for its priority projects. Because of our previous extensive experience working on earmarks before they were banned, we understand the nuances of this process and can help you successfully navigate this new terrain to ensure that the City puts forward competitive proposals that are successfully funded.

Grants: Holland & Knight has relationships across federal agencies. Because of our close relationships with both career and political staff at federal agencies, we can often gain intelligence and insight into key criteria and priorities for the grant programs that agency officials may be considering, thus enabling our clients to position themselves to be more competitive.

After the City identifies a grant opportunity, we will help craft the grant application to carefully address selection criteria, stressing certain project aspects that the agencies may be more focused on during a particular round of funding. We will then set up meetings with the federal agencies/ departments to discuss the City's proposed initiatives; work with the Congressional delegation to solicit support for grants through letters and direct contact with the agency leadership; and use our close relationships with the Administration to lobby on your behalf.

Budget Reconciliation & Infrastructure Bill: Holland & Knight has been extensively involved in the development of provisions important to local governments in the budget reconciliation and infrastructure packages, covering transportation, water, housing and homelessness, workforce and education, immigration, taxation/financing, climate/resiliency, disaster/emergency assistance, among others. As a result, we are well positioned to help the City advance its objectives to secure resources and program priorities implemented by federal Departments and agencies once the legislation is enacted.

b. Community and Economic Development;

Holland & Knight has the regulatory, legislative and policy experience and record of success necessary to advance all of the City's needs in this area. We have strong working relationships with key officials and staff at the departments and agencies that lead resources for community and economic development's needs, including the Departments of Housing and Urban Development, Commerce and Economic Development Administration, Transportation, Labor, Agriculture, Energy, and EPA.

c. Bi-National Issues, International Issues, and Foreign Trade;

Holland & Knight has significant experience in bi-national and cross-border issues. We have an office in Mexico City, and team member Leon Fresco regularly represents clients in an array of matters that involve immigration. Prior to joining Holland & Knight, Mr. Fresco was the Deputy Assistant Attorney General for the Office of Immigration Litigation at the U.S. Department of Justice (DOJ) Civil Division. Prior to joining the DOJ, Mr. Fresco was the staff director for the Senate Judiciary Subcommittee on Immigration, handling matters involving immigration, refugees and border security, including managing the subcommittee's oversight functions. He was also the principal advisor to Sen. Chuck Schumer (D-N.Y.), former chairman of the subcommittee, on all aspects of immigration law and policy. Team Member Francisco Sanchez served as the U.S. Under Secretary of Commerce for Trade until 2013, a role former President Barack Obama nominated him to in 2009 and has extensive trade experience.

d. Municipal Revenues and Operations;

Holland & Knight understands the vital importance of protecting local revenue streams. We work aggressively to ensure local authorities and financing mechanisms are not preempted or eroded by Congress, including such issues as the Marketplace Fairness Act, restoration of SALT, preservation of local taxes on digital goods and services, and preservation of the tax-exempt status of municipal bonds.

Additionally, we also have an extensive record of advocating for tax provisions important to local governments, covering the new markets tax credit, advanced refunding, empowerment zones tax credit, low-income housing tax credit, child tax credit, Opportunity Zones and the earned income tax credit. Further, we have worked with local clients on pension reform and related matters.

e. Affordable Housing, Neighborhood Services, and Homelessness;

Holland & Knight has been involved with all housing and community development formula and competitive programs. These include the Community Development Block Grant program (CDBG), HOME Investment Partnership Fund, foreclosure assistance, homeless assistance programs, public housing and Choice Neighborhoods programs, Housing Choice Voucher (Section 8) program, emergency rental assistance, the Rental Assistance Demonstration (RAD) program, Housing Trust Fund, Section 811 Housing for People with Disabilities, Section 202 Housing for the Elderly, and the Low Income Housing Tax Credit.

In addition, Holland & Knight has a successful track record organizing strategies to secure funding for small- and large-scale economic development projects. We have strong program and policy relationships at HUD, the Department of Health and Human Services (HHS), and Treasury, as well as the Economic Development Administration (EDA). We are proactively working closely with national, local, state and tribal government groups and housing and homelessness stakeholders, including the National Alliance to End Homelessness, National Low Income Housing Coalition, National Alliance on Mental Illness and National Coalition for Homeless Veterans, to maximize funding for these core programs.

f. Infrastructure and Public Works;

Transportation: The Holland & Knight team has extensive experience in transportation advocacy work covering highways; transit; bike/pedestrian; autonomous vehicles; unmanned aerial systems, Intelligent Transportation Systems (ITS); and freight, commuter, and high-speed rail. We have successfully secured competitive grants such as BUILD; INFRA; Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD); CRISI; Bus and Bus Facilities; and transit-oriented development, as well as TIFIA loans and Full Funding Grant Agreements (FFGAs) for Capital Investment Grant projects.

From 2010 to the present, Holland & Knight has secured hundreds of millions in grants and programmatic funding for our clients including nearly \$570 million in DOT TIGER and BUILD (now RAISE) grants, \$92 million in DOT's INFRA grants program, and numerous Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grants.

Holland & Knight also has played an active role for our municipal clients in all of the transportation reauthorization bills, including the recently passed Surface Transportation Reauthorization Act of 2021, the FAST Act, MAP-21, and SAFETEA-LU.

Water, Energy and Environment. Holland & Knight brings a strong track record in securing funding and drafting legislation for major water, environmental, sustainability, and energy policy. Much of this work is aimed at developing constructive collaborations with federal agencies on projects and initiatives, and cultivating congressional delegation support for these efforts. We understand the myriad concepts and new developments surrounding water infrastructure, including the Clean Water and Safe Drinking Revolving Loan (SRF) Funds, green infrastructure, water conservation and supply, combined sewer and sanitary sewer overflows, consent decrees, permitting, stormwater management, Brownfields, Superfund, renewable energy and compliance and enforcement.

We have utilized our relationships, expertise and experience to secure grant funding and policy provisions for their projects and policies in the reauthorization bills, including the Drinking Water and Wastewater Infrastructure Act (S. 914) that was authorized in the bipartisan infrastructure bill, the Infrastructure Investment and Jobs Act (H.R. 3684).

The firm's Energy and Natural Resources (ENR) Industry Sector Group consists of more than 70 experienced attorneys and professionals who work on all facets of regulatory, legislative and litigation matters related to energy and natural resources. They have assisted clients in winning over \$75 million of grant funding from the Department of Energy (DOE) projects.

g. Public Safety and Homeland Security;

Holland & Knight has a solid record of assisting local governments in pursuing funding to support their critical services in public safety as well as emergency management and response. We maintain close working relationships with DHS, including FEMA, successfully working with local governments on the Urban Area Security Initiative (UASI) program, urban search and rescue, and firefighters grant programs.

Our relationships in the Department of Justice (DOJ) are equally strong, and we work with the Community Oriented Policing Services (COPS) office, Bureau of Justice Assistance, Office for Victims of Crime, and the Office of Juvenile Justice and Delinquency Prevention.

Since 2010, Holland & Knight has secured more than \$44.5 million in DOJ COPS hiring grants, \$50 million in Assistance to Firefighters (AFG) grants, and over \$100 million in Staffing for Adequate Fire and Emergency Response (SAFER) grant funding for emergency responses.

h. Environmental Quality, Sustainability, and Stormwater; and

Holland & Knight has in-depth knowledge and experience in all aspects of water infrastructure policy and law, including stormwater control and green infrastructure, as well as sustainability. Our experience includes, among other areas: legislation and rulemaking, permitting, stormwater management and compliance and enforcement. In addition, we counsel clients on acquisitions and contracts including drafting/negotiating, financing and ratemaking. As previously mentioned, we have extensive relationships with the EPA.

We also have significant experience and expertise working with the Army Corps of Engineers (Corps). Our team understands the inner workings of the Corps and has played a key role in working with Congress and the Corps to achieve successes for our clients. Holland & Knight has worked with Army Corps of Engineers headquarters, Corps Districts, and Corps Divisions for many years. Those relationships extend to engaging with both senior level political and career staff, including the Assistant Secretary of the Army and Principal Deputy Assistant Secretary of the Army (Civil Works).

Through each Water Resources Development Act (WRDA) reauthorization bill, Holland & Knight has steered clients through this important authorization process with great success. We also have successfully included flood control and stormwater projects in the president's annual budget requests and Army Corps Work Plans on behalf of our clients.

i. Water and Wastewater, including recycled water and energy management.

Holland & Knight brings a strong track record in securing funding and drafting legislation for major water, wastewater and energy projects. Much of this work is aimed at developing constructive collaborations with federal agencies on projects and initiatives, and cultivating congressional delegation support for these efforts. We understand the myriad concepts and new developments surrounding water infrastructure, including water conservation and supply, wastewater and drinking water, flood control, permitting, stormwater management, and compliance and enforcement.

2. Services and Advice. In fulfillment of the work plans, the Contractor shall provide services and advice including, but not be limited to the following:

a. Representing the City in directly interacting with the White House, administration officials, and elected representatives and staff persons, Federal agencies, boards, commissions and legislative and regulatory bodies.

Holland & Knight will act as a seamless extension of the City in Washington, D.C. We will help the City strengthen and maintain relationships with the White House, federal departments/agencies, the City's congressional delegation, and key congressional committee and subcommittee leaders and members. This includes ongoing discussions with Congress and relevant federal departments and agencies regarding the City's priorities; responding on a timely basis to congressional and administrative inquiries and concerns; and gathering insider information and intelligence for the City on obstacles and opportunities.

b. Advancing and negotiating the City’s policy priorities through the legislative process by advocating directly with members and their staff, committee staff, and other decision-makers necessary to pass legislation.

One of the hallmarks of Holland and Knight is our proactive approach. We will consistently meet and communicate with the City’s congressional delegation, key congressional members, and agency leadership to ensure that they understand the City’s priorities. In addition, we will regularly develop creative, new opportunities for the City to engage with its delegation, expand its ties with other members of Congress, and to showcase its initiatives and advance its agenda. Holland & Knight will provide real-time updates to the City based on intelligence we receive from our sources within Democratic and Republican leadership, House and Senate committees, the White House, and federal agencies. We constantly monitor legislative and administrative action, and will notify the City of any relevant developments. Holland & Knight also will provide copies of bills, committee reports, federal agency rules or other information that are of interest to the City.

c. Maintaining and strengthening relationships with high level Administration and Congressional members and staff to provide for proactive coordination on shared priorities.

We will utilize our extensive relationships with Administration and Congressional members and staff to identify new opportunities for the City to engage on shared priorities.

Executive Branch

Holland & Knight has strong ties with top officials in the White House, including Vice-President Kamala Harris, as well as with President Biden’s cabinet. Our relationships in the White House include President Biden’s Chief of Staff, Deputy Chief of Staff, Director of Public Engagement, Office of Intergovernmental Affairs, National Climate Advisors, Cabinet Secretary, Council on Environmental Quality, Immigration Advisor, COVID-19 Response team, and many senior advisors. In addition, we have relationships with the Cabinet Secretaries and their senior leadership teams at all of the agencies impacting City of San Diego’s priorities, including:

- Army Corps of Engineers
- Department of Commerce, including the Economic Development Administration and the National Telecommunications and Information Administration
- Department of Defense
- Department of Health & Human Services
- Department of Homeland Security, including FEMA
- Department of Housing and Urban Development
- Department of Justice, including the COPS Office
- Department of Labor
- Department of Transportation
- Department of Treasury
- Department of Veterans Affairs
- Environmental Protection Agency

Because of our working relationships with key Administration officials, we are frequently asked for feedback by the Administration on new initiatives, giving us an opportunity to help shape these initiatives to meet our clients’ needs.

Congress

Given our extensive work throughout California, our team has especially close, bipartisan ties with the California delegation—including San Diego’s representatives Rep. Scott Peters and Rep. Sara Jacobs as well as the entire San Diego County delegation. This also includes significant relationships with Speaker Nancy Pelosi (D-CA), House Minority Leader Kevin McCarthy (R-CA), and California members on key committees and in leadership. We also maintain extremely close ties with Sen. Alex Padilla and Sen. Dianne Feinstein.

As importantly, we have extensive bipartisan relationships with the chairs, ranking members, and staff of the committees with jurisdiction over issues of concern to City of San Diego. This includes:

Holland & Knight's Relationships With Congressional Leadership	
Senate	House
<ul style="list-style-type: none"> • Senate Leadership (Majority Leader, Minority Leader, Majority Whip, Minority Whip, and Majority Conference Secretary) • Chair/Ranking Member Appropriations (including relevant subcommittees) • Chair/Ranking Member, Committee on Environment and Public Works • Chair/Ranking Member, Committee on Commerce, Science, and Transportation • Chair/Ranking member, Judiciary Committee • Chair/Ranking Member, Health, Education, Labor, and Pensions Committee • Chair/Ranking Member, Senate Commerce, Science, and Transportation Committee • Chair/Ranking Member, Finance Committee 	<ul style="list-style-type: none"> • House Leadership (Speaker of the House, Majority Leader, Minority Leader, Majority Whip, and Minority Whip) • Chair/Ranking Member, Appropriations (including relevant subcommittees) • Chair, Ranking Member, House Energy and Commerce Committee • Chair/Ranking Member, Transportation & Infrastructure Committee • Chair/Ranking Member, Judiciary Committee • Chair/Ranking Member, Education & Labor Committee • Chair, Ranking Member, Science, Space, and Technology • Chair/Ranking Member, Ways & Means Committee

We can use these relationships to advance San Diego’s initiatives and to ensure that the City receives attention at the federal level for its innovative work.

d. Leveraging federal relationships to position the City for opportunities to partner on federal initiatives and in meetings on priority policy areas.

We are in constant communication with our clients, providing updates on all legislative and regulatory activity from Congress and the White House, and helping them to act accordingly if there is an opportunity or threat from it. Our goal is to know about legislation and new initiatives before they are introduced – giving the City an opportunity to shape legislation that advances its priorities.

We have used our strong relationships with the Administration and Congress to help secure opportunities for our clients to testify before Congress; helped put together congressional briefings on key topics featuring our clients; and have helped arrange for members and key Administration officials to visit our clients for tours and roundtables to showcase their policy priorities.

e. Researching, identifying opportunities, and providing written and oral information to the City, as specified by the Office of the Mayor on matters which include, but are not limited to:

i. Grants and other funding opportunities for proposed City projects;

Holland & Knight provides regular updates on recently announced federal grants that are aligned with our local governments' priorities. Given the unprecedented federal resources currently available, we also help our clients track available opportunities. We will comb through the *Federal Register*, Grants.gov, and other resources to identify specific funding that may be of interest to the City. We also gather political intelligence to help identify the key requirements, program linkages, local share and partnering relationships needed to make an application competitive.

ii. Existing and proposed Federal laws and regulations that affect City interests;

Holland & Knight monitors pending regulations and legislation as a matter of course for our clients. We will provide the City with reports and proposed plans of action on specific activities that may affect it directly.

iii. Reports on, and testimony from, legislative hearings;

It is our goal to know about hearings important to our clients before they are announced publicly and to work to shape the focus of these hearings. Holland & Knight regularly meets with committee staff to discuss upcoming hearings, suggest witnesses and help draft statements and questions for the record. We also draft witness testimony and prep witnesses to provide congressional testimony. During hearings, it is common to have at least one person from Holland & Knight attend in person and to have multiple people watch the hearing live. Based on the information collected by the team, we provide timely hearing reports to our clients that include notes from the hearing, hearing transcripts, prepared witness and committee member statements and relevant media stories about the hearing.

iv. The development and progress of Federal issues affecting specified City interests;

We will provide regular updates on the City's key issues in addition to the monthly reports. These updates will be both formal and informal, depending on the circumstances and will include in-person meetings, emails, phone calls, memos, newsletters and PowerPoint presentations. Some samples of our client communications are available at the end of this proposal.

v. Federal agency and department regulations, guidelines, directives, and other instruments of administrative policy;

We regularly monitor federal agency activities and use our contacts in Congress to both gather information on planned agency action and to influence agency action. We also regularly work with OMB's Office of Information and Regulatory Affairs to influence planned or pending agency actions.

vi. Technical reports and memoranda affecting City operations and fiscal conditions;

Holland & Knight is skilled at understanding and explaining complicated congressional and agency actions. We regularly provide technical information to clients by in-person meetings, emails, phone calls, memos, newsletters and PowerPoint presentations. Some samples of our client communications are available at the end of this proposal.

f. Arranging meetings for City elected officials and personnel with elected officials, administration and staff;

When it comes to official trips to Washington, D.C., Holland & Knight does it all. We will make all the arrangements necessary for City of San Diego to send delegations to Washington, and key national conferences. We will:

- Arrange meetings with House and Senate members and their staff, the White House, and key federal department and agency officials to advance the City's objectives, as well as arrange meetings with key national organizations, stakeholders, and think tanks to work in partnership on issues important to the City.
- Assist with advance work, including developing talking points, briefing materials, position papers, and justification packets.
- Participate in these meetings to provide support and guidance.
- Assist with follow-up after the visit to ensure that your meetings are productive and efforts on the City's behalf are sustained.

In addition, we strongly believe in the importance of preparing the congressional members' staff prior to the City's visit so the members are adequately prepared to discuss your projects and funding priorities.

Due to the ongoing COVID-19 pandemic precautions, Holland & Knight can arrange video conferences with congressional and federal agency staff. We will help with the logistics, providing administrative support, and preparing briefing materials and talking points.

g. Coordinating with the City's Grants Administrator and grant writers in the appropriate City departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City;

From 2010 to the present, Holland & Knight has helped secure billions in competitive grants, earmarks, programmatic and federal Department/agency priority funding for our clients covering a spectrum of local government issues, including:

- **Transportation:** \$570 million in DOT BUILD and TIGER (now RAISE) grants, \$92 million in DOT's INFRA grants program, and numerous Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grants;
- **Public Safety:** More than \$44.5 million in DOJ COPS hiring grants, \$35 million in Assistance to Firefighters (AFG) grants, and over \$100 million in Staffing for Adequate Fire and Emergency Response (SAFER) grant funding for emergency responses;
- **Housing:** \$183.35 million in Choice Neighborhoods Planning and Implementation grants;
- **Water Infrastructure:** \$783 million in the Environmental Protection Agency (EPA) WIFIA loans for water infrastructure projects.

Holland & Knight will regularly meet with the City's grant writing staff to work together and help secure the funding you seek. We can also assist with various efforts including: meetings with federal departments and agencies to discuss your initiatives; working with the San Diego congressional delegation to solicit support for grants through letters or contact with agency heads and staff and using our close relationships with the administration to lobby on your behalf.

Because of our relationships with both career and political staff at federal agencies, we can often gain intelligence and insight into key criteria and priorities for the grant programs that agency officials may be considering which can change from year to year, thus enabling our clients to have a better chance at success.

As previously mentioned, after the City of San Diego identifies a grant opportunity, we will help craft the grant application to carefully address selection criteria, stressing certain project aspects that the agencies may be more focused on during a particular round of funding. We will then set up meetings with the federal agencies/ departments to discuss the City of San Diego's proposed initiatives; work with the congressional delegation to solicit support for grants through letters and direct contact with the agency leadership; and use our close relationships with the administration to lobby on your behalf.

h. Providing monthly reports for distribution to the Council of the City of San Diego describing activities and services provided on behalf of the City at the direction of the Office of the Mayor; making at least two appearances per year before the Council committee responsible for Federal legislative and regulatory activities;

Holland & Knight can comply with these requirements – and will go beyond them. As a matter of practice, we schedule weekly calls with our clients to provide updates. In many cases, we communicate more frequently through email or more formal communications. This approach allows us to understand your evolving needs and priorities, making us more effective in representing you.

Some of the following have been mentioned previously in this proposal but the entire list of client communications includes:

- Monthly reports with the status of legislative, regulatory and public affairs initiatives we are addressing for the City at the direction of the Office of the Mayor.
- Two appearances per year before the Council committee responsible for federal legislative oversight (more as needed);
- Weekly “Eyes on Washington” updates, which offer our clients the latest information on key developments in Congress and the Executive Branch.
- Weekly grant notifications that provide our clients with information regarding recently announced federal grant opportunities.

Some samples of our client communications are available at the end of this proposal.

Also, if selected, we can tailor these updates to meet your schedule and needs. We offer this because, as stated before, close communication among our team members and our clients is a hallmark of Holland & Knight’s work. In fact, we encourage you to reach out to us beyond scheduled calls or visits because we know that important issues arise beyond the normal workday. This way you feel a part of our day- to-day advocacy efforts and are always up to speed on our activities and progress.

i. Assisting the City’s Public Utilities Department in its legislative efforts, including but not limited to, the Point Loma Wastewater Treatment Plant permit, implementation of potable reuse and resulting greenhouse gas reduction, advocacy on high priority bills, on-site quarterly meetings and weekly conference calls during the legislative session.

Holland & Knight has experience working with city utility departments, and welcomes the opportunity to assist the San Diego Public Utilities Department if selected for this assignment. We have worked with a wide range of utilities across the nation, including Seattle (WA) Public Utilities, Phoenix (AZ) Water, San Francisco (CA) Public Utilities and Aurora (CO) Water. In addition, the National Association of Clean Water Agencies (NACWA) is a Holland & Knight client.

Holland & Knight has in-depth knowledge and experience in all aspects of water infrastructure policy and assists clients in complex permitting and regulatory issues including wastewater, potable reuse, water supply and water recycling policy, as well as NEPA, National Pollutant Discharge Elimination System (NPDES) and Section 404 permits. Examples include:

- Negotiating permits, responding to comments and assisting with preparation of Environmental Impact Statements from federal agencies such as the Army Corps of Engineers, EPA, Fish and Wildlife Service, National Marine Fisheries Service and Bureau of Ocean Energy Management, as well as various state and local equivalent agencies;
- Obtaining jurisdictional determinations and various types of permits under Section 404 of the Clean Water Act;
- Advising clients on public-private partnerships related to water infrastructure;
- Negotiating incidental take permit coverage under the ESA and MMPA, including approval of several Habitat Conservation Plans; and
- Participating in federal and state rulemaking related to wetlands, mitigation, stormwater management, water quality and the NEPA, as well as litigation related to federal rulemaking.

We frequently work with the EPA, and have close working relationships with Administrator Michael Regan, Deputy Administrator Janet McCabe, Acting Assistant Administrator for the Office of Land and Emergency Management Barry Breen, Acting Assistant Administrator for the Office of Chemical Safety and Pollution Prevention Michal Ilana Freedhoff and Assistant Administrator for the Office of Water Radhika Fox, a former client. Holland & Knight recently worked to help prep many of the EPA political nominees through the Senate nomination process.

We also have close working relationships with the committees that oversee environment and water including the Senate Environment and Public Works, House Transportation & Infrastructure, and House Energy and Commerce Committees. We have utilized our relationships, expertise and experience to secure grant funding and policy provisions for our clients' projects and policies in legislation, including the Drinking Water and Wastewater Infrastructure Act (S. 914) that was authorized in the bipartisan infrastructure bill, the Infrastructure Investment and Jobs Act (H.R. 3684).

We will advocate on San Diego Public Utilities Department's behalf on legislation and assist with the implementation of the Clean Water Act and Safe Drinking Water Act authorization and funding provisions included in the Infrastructure Investment and Jobs Act. We will also participate at on-site quarterly meetings and weekly conference calls during the legislative session.

The Contractor shall, with the coordination of the Office of the Mayor, draft and submit communications of official positions on behalf of the City. Those communications shall be transmitted to the appropriate members of government and a digital copy of all correspondence submitted on the City's behalf must be provided to the City.

Holland & Knight will assist the Office of the Mayor with such communications. We believe that communications and advocacy efforts are complementary. This sort of collaboration, early on, results in messaging that is consistent with your policy, regulatory and/or legal objectives.

E. Qualifications And Experience

Proposers shall provide the following information to enable the City to evaluate the Proposer’s qualifications and experience:

1. Ability to perform comparable work for a city or agency of similar size.

Holland & Knight represents cities, counties and municipalities from across the nation in Washington, D.C. Over the years, we have helped them secure funding for a wide variety of needs, including transportation, homeland security and economic development. Our clients include:

Cities	Atlanta, GA; Aurora, CO; Charlotte, NC; Everett, WA; Fremont, CA; Key West, FL; Norfolk, VA; Philadelphia, PA; Phoenix, AZ; Sacramento, CA; San Francisco, CA; San José, CA; Santa Ana, CA; Seattle, WA; Tampa, FL; West Palm Beach, FL; West Sacramento, CA; Covington, KY; Savannah, GA; El Paso, TX.
Counties	Los Angeles, CA; Osceola, FL; Placer, CA; Polk, FL; Sacramento, CA; and San Francisco, CA; Delaware County, PA
Transportation Authorities/MPOs	Broward Metropolitan Planning Organization (FL); Hillsborough Area Regional Transit Authority (FL); Jacksonville Transportation Authority (FL); Palm Beach TPA (FL); Los Angeles County Metropolitan Transportation Authority (CA); Metropolitan Atlanta Rapid Transit Authority (GA); Niagara Frontier Transportation Authority (NY); Regional Transportation Commission of Southern Nevada (NV); Caltrain (CA); SamTrans (CA); Southwest Ohio Regional Transit Authority (OH); Southern California Association of Governments (CA); Hampton Roads Transit (VA)
Coalitions	<i>Mayors & CEOs for US Housing Investment</i> : 33 Democratic and Republican mayors from urban, rural, and suburban municipalities, as well as business leaders, representing more than 19 million residents and millions of households. <i>Mayors Against LGBTQ Discrimination</i> : 425 coalition members from all 50 states and DC
Water Authorities	San Francisco Public Utility Commission (CA); Orange County Water District (CA); Toho Water Authority (FL); and Moulton Water District (OR)
Other	Atlanta BeltLine Inc. (GA); Coalition for the Northeast Corridor; Alliance for Infrastructure Reuse and Redevelopment; League of California Cities; Los Angeles Community College District (CA); Los Angeles County Development Authority; Orange County Fire Authority (CA); Port of Los Angeles (CA); and Sacramento Metropolitan Fire District (CA)

2. Proposer(s) should include their expertise in Federal Executive and Legislative Branch processes and issues and experience in Federal legislation, budgeting, appropriations, and grants.

Advocacy Expertise

Holland & Knight's team has been recognized among the top 10 federal lobbying and law firms in Washington, D.C., by *Influence*, *National Journal*, *Roll Call* and *Washington Business Journal*. Members of our team understand each issue area identified by San Diego and can use our extensive ties throughout Washington to achieve advocacy success on your behalf.

Holland & Knight will aggressively advocate for the City of San Diego before the federal government to advance its priority issues. These efforts include lobbying the City's congressional delegation, key congressional committee and subcommittee leaders, House and Senate leaders, the White House, and federal department/agency officials to achieve your legislative, regulatory, and funding objectives.

Holland & Knight will actively involve City officials in these efforts. To this end, we will identify pivotal times in the federal process for City officials to contact or meet with congressional members and administration officials.

We also will assist with the development of letters, concise talking points, briefing materials and other backup items for each meeting or contact. We will keep the City informed on the latest developments from federal activities through constant updates and briefing memorandums.

Funding Expertise

As previously mentioned, when the City of San Diego decides to pursue a particular grant opportunity, Holland & Knight will assist in mapping a strategic plan to pursue the grant. Because of our close agency relationships with both the career and political staff at agencies, we can often gain intelligence and insight into key criteria and priorities for the grant program that an agency may be considering which can change from year to year, thus enabling our clients to have a better chance at success.

In addition, the Holland & Knight team understands how to use the appropriations process to advance our clients' priorities and our depth of experience has proven invaluable in Washington. This expertise is highly valuable at a time when earmarks are returning as "Community Project Funding," "Congressionally Directed Spending," and "Member-Directed Projects." It has been over a decade since Congress had a process to make such requests and the learning curve is steep. Close to 70% of House members were not in Congress over ten years ago.

If selected, Holland & Knight will work closely with the City of San Diego to achieve your funding priorities by leveraging our relationships with the Senate and House Appropriations Committee members.

As appropriations and authorization bills are introduced, we will work with the City of San Diego to shape and influence the bills' provisions by:

- Scheduling conference calls with the congressional delegation members and staff via Zoom.
- Drafting forms and supporting materials for City of San Diego to send to the committees and delegation.
- Utilizing our relationships with committee staff to provide real time updates on amendments, committee markups, and hearings.

3. Specific Experience: Identify the individual(s), key personnel including name, title and relevant experience, which will be responsible for overall account management as well as for each of the areas identified under this Exhibit B, Section D, Core Requirements and Deliverables, Subsection 2. Services and Advice.

Name	Roles/ Responsibility	Relevant Experience
<p>Eve Maldonado O'Toole, Senior Policy Advisor</p>	<p>Project Manager, Liaison to House leadership, California delegation & White House</p> <p>Housing/Homelessness Specialist</p>	<p>Ms. Maldonado O'Toole is co-leader of Holland & Knight's Local Government Group. She brings more than 20 years of federal lobbying experience, with substantial background in local government/public sector advocacy. Among other key local government/public agency and public-private partnerships, Ms. O'Toole currently represents cities from San Francisco and San Jose to Philadelphia, Port of Los Angeles, Los Angeles County, San Mateo County's transportation agencies, and the 480-member League of California Cities, where she previously served as head of its Washington, D.C., office. She also leads and manages the advocacy for several national coalitions, including Mayors and CEOs for U.S. Housing Investment and Mayors Against LGBTQ Discrimination. Ms. O'Toole previously served as senior vice president and director of the Intergovernmental Group practice of MARC Associates, a federal relations consulting firm. She also worked as a government affairs representative with another large law firm, serving as federal representative for Los Angeles County.</p>

<p>Leslie Pollner, Senior Policy Advisor</p>	<p>Co-Project Manager, Liaison to California Delegation & House/Senate Democrats</p> <p>Community and Economic Development Specialist</p>	<p>Ms. Pollner is co-leader of Holland & Knight's Local Government Group. She works with a broad range of local governments on issues ranging from broadband and workforce development to transportation and community/economic development. Prior to joining the firm, Ms. Pollner was the deputy mayor for federal affairs in Los Angeles under Mayor Antonio Villaraigosa. She led the city of Los Angeles' office in Washington, D.C., directed its federal advocacy efforts, and managed lobbying teams at the Los Angeles port, airport, and public utilities commissions. Ms. Pollner was also the principal liaison with the U.S. Conference of Mayors while Mayor Villaraigosa was the president of the organization and worked with mayors across the country on key issues, including building a coalition to support the transportation reauthorization bill. Prior to that, Ms. Pollner was a two-time chief of staff for U.S. Reps. Suzanne Kosmas and Tim Mahoney, both of Florida. She has also worked in public affairs consulting and crisis communications support for Fortune 500 companies and helped develop communications strategies for the Bill & Melinda Gates Foundation, concentrating on the nonprofit's education investments.</p>
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Lauri Hettinger, Senior Policy Advisor	Water & Infrastructure Policy Specialist, maintaining ties to House Transportation & Infrastructure Committee, Senate Committee on Environment and Public Works, House and Senate THUD Appropriations Subcommittees, Army Corps of Engineers and Department of Transportation	Ms. Hettinger is a senior policy advisor who advocates for local government municipalities' infrastructure needs, including surface transportation, water resources, economic development, and Army Corps of Engineers. Prior to joining Holland & Knight, Ms. Hettinger served as staff director for the Senate Environment and Public Works Committee's Subcommittee. In this role, she helped to negotiate the SAFETEA-LU transportation legislation conference report, MAP-21, WRDA of 2007 conference report, and the WRDA of 2013 legislation. The FAST Act, authorized in 2015, was her third transportation authorization legislation, and WRDA of 2020 was her sixth WRDA bill. She has secured 12 BUILD/TIGER grants totaling over \$100 million for her clients.
Lisa Barkovic, Senior Policy Advisor	Public Safety Policy Specialist, maintaining ties to Department of Justice and Department of Homeland Security	Ms. Barkovic is a senior policy advisor who has extensive experience in the areas of federal appropriations, transportation, economic development, public safety, and homeland security. Ms. Barkovic has been advocating for local governments, transportation authorities, and public safety agencies at the federal level for over 15 years. Before joining Holland & Knight in 2005, Ms. Barkovic served five years in the office of former Rep. Mark Foley (R-FL) as a legislative assistant. Her work there included managing all appropriation requests, and developing legislative strategy in conjunction with outside groups and the congressman's constituency on an array of issues, including FEMA, public safety, transportation, and the environment. Ms. Barkovic also served as the primary congressional liaison for the Congressional Travel & Tourism Caucus.
Francisco Sanchez, Partner	Trade Policy Specialist, maintaining ties to Department of Commerce and USTR	Francisco J. Sánchez is a partner that focuses on trade policy and bi-national relationships. Mr. Sánchez served as the U.S. Under Secretary of Commerce for Trade until 2013 under former President Barack Obama. During the Clinton Administration, Mr. Sánchez served

		as the assistant secretary for aviation and international affairs at the U.S. Department of Transportation (DOT). Prior to the DOT role, he served in the White House as a special assistant to former President Bill Clinton, and chief of staff to the Special Envoy to the Americas. Prior to joining Holland & Knight, Mr. Sánchez was the chairman and CEO of CNS Global Advisors.
Leon Fresco, Partner	Immigration Policy Specialist	Leon Fresco is an immigration attorney that focuses on global immigration. Prior to joining Holland & Knight, Mr. Fresco was the Deputy Assistant Attorney General for the Office of Immigration Litigation at the U.S. Department of Justice (DOJ) Civil Division. Prior to joining the DOJ, Mr. Fresco was the staff director for the Senate Judiciary Subcommittee on Immigration, handling matters involving immigration, refugees and border security, including managing the subcommittee's oversight functions involving the DOJ, DHS, HHS, DOL and DOS. He was the principal advisor to Sen. Chuck Schumer (D-N.Y.), former chairman of the subcommittee, on all aspects of immigration law and policy.
Rafe Petersen, Partner	Environmental Policy Specialist	Rafe Petersen is a partner whose environmental practice includes environmental compliance, enforcement and litigation, with an emphasis on water and natural resource issues under the National Environmental Policy Act (NEPA), the Clean Water Act (CWA), the Endangered Species Act (ESA), the Marine Mammal Protection Act (MMPA), the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.

4. Provide three (3) to five (5) examples of the Proposer’s experience and success in achieving funding, legislative, and regulatory objectives in each of the areas identified under this Exhibit B, Section D. Core Requirements and Deliverables, Subsection 1. Work Plan. The City is especially interested in examples that demonstrate the Proposer’s proactive approach to securing funds for clients and the Proposer’s focus on long-term, strategic thinking.

1. Appropriations, grants and other funding opportunities

Our team's extensive understanding of the federal funding processes combined with our political relationships can benefit the City of San Diego. As previously mentioned, from 2010 to the present, Holland & Knight has helped secure billions in competitive grants, earmarks, programmatic and federal Department/agency priority funding for our clients covering a spectrum of local government issues, including:

Federal Grants

- *Transportation:* \$570 million in DOT TIGER and BUILD grants, \$92 million in DOT's INFRA grants program (see specific example highlighted below), and numerous Federal Railroad Administration (FRA) Consolidated Rail Infrastructure and Safety Improvements (CRISI) grants;
- *Economic Development:* Over \$1 billion from multiple agencies (DOD, DOE, DOT, HUD, and EPA) for large-scale economic development projects.
- *Public Safety:* More than \$44.5 million in DOJ COPS hiring grants, \$35 million in Assistance to Firefighters (AFG) grants, and over \$100 million in Staffing for Adequate Fire and Emergency Response (SAFER) grant funding for emergency responses;
- *Housing:* \$183.35 million in Choice Neighborhoods Planning and Implementation grants;
- *Water Infrastructure:* \$783 million in the Environmental Protection Agency (EPA) WIFIA loans for water infrastructure projects.

Specific Example on INFRA Grant: Holland & Knight recently assisted the City of Seattle in successfully securing an \$11.2 million INFRA grant for its West Seattle Bridge High-Rise project, which provided funding to repair one of the region's most significant bridges that had closed for over a year due to extensive cracking. Our team was involved with every aspect of the process. Prior to submitting the application, we set up a meeting for the City to meet with US DOT to discuss the project and ensure that the City understood the funding criteria. We held regular briefings with the congressional delegation to keep them apprised of the project and secured letters of support. Holland & Knight also ensured that members of the congressional delegation reached out to Sec. Buttigieg to voice support for the project and drafted talking points for members to use during their calls. We also reviewed the grant application to make sure that it emphasized aspects of the project that are aligned with Biden-Harris Administration priorities. Our efforts paid off and the City received the highly competitive grant.

Appropriations Earmarks: The Holland & Knight team understands how to use the appropriations process to advance our clients' priorities and, with the return of earmarks—Community Project Funding (House)/Member Designated Spending (House Surface Transportation Reauthorization)/Congressionally Directed Spending (Senate)—there is an unprecedented opportunity to secure funding for the City's projects. This year, Holland & Knight ensured that all of our local government clients had their projects advanced by their House and Senate members. We helped our clients secure close to \$50 million in House Community Project Funding requests and over \$630 million in Member Designated Spending in the House surface transportation reauthorization bill. Some examples of projects included in the pending appropriations bills include: \$1 million for San Jose Police Department's Mobile Crisis Assessment Team to more rapidly assist individuals in a mental health crisis while redirecting the mentally ill away from the criminal justice system; \$1 million for Phoenix's Edison Impact Hub, which will create a community/resident service and workforce center; and \$3 million for San Francisco's Waterfront Storm Damage Reduction Study to reduce and analyze current flood risks and identify flood risk management options. In addition, for all of our clients, we helped draft funding requests, met with congressional offices to match projects with their priorities, and helped ensure that offices understood the importance of the projects. While the process is still underway, we are confident that these projects will be included in the final appropriations package.

Appropriations Programmatic Funding: Holland & Knight is also skilled at using the annual appropriations process to advance our clients' priorities. In 2011, Congress stopped providing funding for the FEMA Regional Catastrophic Preparedness Grants. These grants are used to support the building of core capabilities essential to achieving the National Preparedness Goal. Recognizing that this was a program that our municipal clients could benefit from, Holland & Knight mapped out a strategy to renew funding for the program. We worked with Senator Patty Murray (D-WA), member of the Senate Appropriations Committee, and the Senate Homeland Security Appropriations Subcommittee to restore funding to update regional disaster plans. We built a coalition with other cities and former grantees to support the request. We coordinated a bipartisan mayoral sign-on letter led by Seattle Mayor Jenny Durkan. We also drafted a United States Conference of Mayors resolution to support the program, which received support from over 200 Democratic and Republican mayors. As a result of our efforts, Congress has restored funding for the program since 2019. This year, Holland & Knight clients San Francisco and Philadelphia each received a \$945,000 competitive grant from the program.

2. Community and Economic Development

Following are examples of some of our successes that have enhanced community and economic development for underserved communities:

City and County of San Francisco: Our successes on behalf of the city include over \$1 billion for transformative economic development projects to revitalize Hunters Point Shipyard, a former naval base and master-planned community of approximately 500 acres in one of the most underserved areas of the city, and Treasure Island, a former naval base dedicated to producing a new neighborhood of up to 8,000 homes offered at below-market rates, extensive parks and open space, hotels, retail and arts. We secured funding across multiple federal Departments and agencies, including the Department of Defense, Department of Energy, Department of Transportation, Department of Housing and Urban Development, Department of Labor and Environmental Protection Agency.

Friendship House Association of American Indians: The Holland & Knight team worked to increase federal resources and advance the policy interests of urban Indians. This included: doubling the Indian Health Service budget targeted to urban Indians in FY 2022 appropriations; working with Senator Padilla's office to secure the introduction and then inclusion of the *Urban Indian Health Providers Facilities Improvement Act* to pave the way for increased investment in the renovation and construction of urban Indian health facilities; as well as the adoption of policy from bipartisan mayors across the country urging the creation of a federal interagency working group to focus on the needs of urban Indians.

Los Angeles Community College District (LACCD): Holland & Knight helped LACCD, the largest community college district in the country, secure a \$12 million Scaling Apprenticeship Through Sector-Based Strategies grant. This work included arranging a meeting for LACCD with then-Secretary of Labor Alex Acosta to highlight its workforce programs, particularly its aviation workforce, global supply chain logistics, and STEM programs and discussing the Scaling Apprenticeship Through Sector-Based Strategies grants as a potential funding opportunity. Holland & Knight assisted with LACCD's grant application and letters of support. The Department of Labor awarded a \$12 million grant for West LA College -- the single largest grant in the college's history -- to work with five other colleges, the South Bay Workforce Investment Board, plus numerous private-sector employers and professional organizations to provide a variety of different student-focused "career on-ramps" for jobs, education, internships, and apprenticeship opportunities.

City of West Sacramento: Holland & Knight assisted the City of West Sacramento, in partnership with the City of Woodland and Yolo County, with securing a grant from Economic Development Administration (EDA) for technical assistance in preparing a rail line relocation economic impact study and strategic implementation plan. The study focused on the opportunities for economic growth related to increased rail access for agribusiness and industry, redevelopment of urban corridors presently impacted by rail lines, and new sustainable employment. Holland & Knight helped create and implement a successful advocacy strategy to initiate and coordinate congressional delegation outreach to EDA regional and headquarters leadership.

3. Bi-national issues, International Issues, and Foreign Trade

Following are examples of some of our successes on bi-national, international and foreign trade issues:

Los Angeles County: Holland and Knight has helped Los Angeles County to navigate many critical immigration issues with the Department of Homeland Security, Health and Human Services, Department of Justice, and State Department as part of its immigration representation of Los Angeles County. In addition to regulatory engagement, we have successfully advocated for the inclusion of immigration reforms and spending in authorizing and appropriations legislation. Moreover, given the legal issues associated with this issue area, we provide the nexus between legal and policy analysis and tracking to ensure the County understands opportunities to engage and impacts of decisions and policy efforts on its residents.

University of Southern California (USC): In response to guidance issued by the U.S. Department of Homeland Security (DHS) directing Immigration and Customs Enforcement (ICE) to bar international students from staying in the country if they attend U.S. universities that offer only online courses during the COVID-19 health crisis, Holland & Knight helped USC secure language in the House Homeland Security (DHS) Appropriations bill that would prohibit DHS from enforcing this policy and included strongly worded report language opposing DHS' actions. We set up a meeting for USC's director of federal affairs, the head of UCLA government relations, and the American Council on Education to meet with DHS Appropriations Subcommittee Chair Lucille Roybal-Allard's staff. We worked closely with USC to draft language and helped provide policy justification. Further, we worked with Senator Feinstein's office to highlight the impact to USC and other institutions. Although the Administration later rescinded this guidance, the House DHS FY 21 Appropriations bill includes the language we secured.

Los Angeles Community College District (LACCD): The Holland & Knight team has a significant record of success on LACCD's immigration priorities to support the Dream and Promise Act of 2021. We helped draft a resolution supporting the legislation, wrote letters, and set up meetings for LACCD's Chancellor and Trustees with the entire LACCD congressional delegation and key congressional committee leadership to highlight the importance of a pathway to citizenship for DACA students. In addition, during the Trump Administration, we helped lead efforts to oppose their measures that eroded these citizenship provisions. We also helped support the District's DACA Taskforce and secured speakers, including Representatives Judy Chu, Jimmy Gomez, and Lucille Roybal-Allard, for each monthly meeting. In addition, we helped the District to convene a virtual roundtable featuring several Congressional Hispanic Caucus (CHC) leaders, including CHC Vice-Chair, Rep. Ruben Gallego; CHC Second Vice-Chair, Rep. Nanette Barragan; and CHC Immigration Taskforce Chair, Rep. Linda Sanchez. The roundtable was facilitated by NALEO Executive Director Arturo Vargas and attended by over 200 stakeholders, providing an opportunity for LACCD to highlight its work on DACA to key congressional members outside of the delegation.

Port of Los Angeles: We worked closely with the L.A. port complex—led by the Port of Los Angeles (POLA)—to address the significant impact of tariffs imposed by the Trump Administration. To amplify

awareness, we worked with the Port to advance a study to demonstrate the impact of the tariffs on every state and congressional district in the country. We then set briefings for the Port with key members of Congress, the congressional Ports Caucus, and the Los Angeles congressional delegation to build awareness about the impact of the tariffs.

4. Municipal Revenues and Operations

Following are examples of some of our successes that enhance municipal revenues and operations:

Coronavirus Relief: Holland & Knight's team has been on the front lines of securing COVID-19 funding since day one. On behalf of our clients, our policy team has helped shape all four of the funding packages that have been signed into law. Recognizing the dire situation facing local governments, we worked with a broad coalition of stakeholders—including the US Conference of Mayors, National League of Cities, and the National Association of Counties—to secure direct funding for cities in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). We provided strategic guidance and counsel and helped our local governments make the case for flexible, direct local aid to congressional leadership. Despite significant opposition, our efforts paid off and local governments were able to access the \$150 billion fund to provide direct assistance to states and localities to address the economic impact of the public health emergency. Our efforts continued with the American Rescue Plan Act and we were able to help our clients advocate for the creation of the \$350 billion State and Local Fiscal Recovery Funds. We have continued to work closely with Treasury and the Administration to ensure that the final guidance provides localities with the greatest flexibility possible.

Affordable Housing Tax Credit: The Low-Income Housing Tax Credit (Housing Credit) is the nation's largest and most successful tool for financing the production and preservation of affordable rental housing. Recognizing the vital importance of this financing tool for local governments, we have worked to build support for The Affordable Housing Credit Improvement Act (AHCIA) of 2021 (S. 1136 and H.R. 2573) and helped position Seattle Mayor Durkan and mayors we work with as leaders on this issue. Working with the Enterprise ACTION campaign, we helped draft a letter of support for the legislation and secured 82 bipartisan mayors. We have led several US Conference of Mayors resolutions supporting the issue and helped convene mayors to meet with key congressional leaders to highlight the importance of expanding the tax credit. As a result of our combined efforts, the House Ways and Means Committee approved as part of its budget reconciliation provisions the largest expansion of the Low-Income Housing Tax since its inception in 1986.

Low Income Household Water Assistance: Holland & Knight worked with our utility clients to include the Department of Health and Human Services (HHS) Low Income Household Water Assistance Program (LIHWAP) in the FY 2021 Consolidated Appropriations bill and the American Rescue Plan. As utility customers were having difficulty paying their bills during COVID-19, utilities across the country faced revenue reductions and cost increases due to costs related to water service disconnections, reconnections of delinquent accounts, customer bill assistance programs, and the impact of business shutdowns during the pandemic. The utilities needed federal assistance to maintain their operations that are affordable to customers.

We helped schedule calls and Zoom meetings for our utility clients with their congressional delegations to educate them about the issue and share their needs; helped our clients create coalitions with the other utilities across their states, drafted letters for them to send to their members of Congress and worked closely with NACWA to lobby the authorization committees and the group of bipartisan Senator negotiating the bipartisan infrastructure. Our efforts paid off and the new program has recently been implemented.

5. Affordable Housing, Neighborhood Services, and Homelessness;

Following are examples of some of our successes that advance affordable housing, neighborhood services and homelessness:

Mayors & CEOs for U.S. Housing Investment: In 2018, Holland & Knight launched the Mayors & CEOs for U.S. Housing Investment. This coalition now includes 33 Democratic and Republican mayors, including Mayor Gloria, from urban, rural, and suburban municipalities, as well as business leaders. Together, they represent nearly 20 million residents and millions of households. The coalition has worked closely with Congress and the Administration to maximize housing and homelessness funding in the COVID-19 relief measures, appropriations bills and now-pending budget reconciliation package. We have also focused on creating new programs that pair housing with health and supportive services targeted to the homeless as well as housing stabilization fund programs for those teetering on homelessness. The coalition is seen as a key resource by Congress, the Administration, stakeholders and media. Further, to elevate the coalition's work, Holland & Knight has organized and led virtual meetings and roundtables with key House and Senate leaders, House and Senate Committees, the White House, HUD and stakeholders, and participated in forums with the National League of Cities, U.S. Conference of Mayors, and the National Alliance to End Homelessness.

As an extension of our Mayors and CEOs coalition efforts, we have worked closely with HUD to develop a new housing/homelessness initiative launching September 20, 2021. The initiative will position several of our coalition mayors, including Mayor Gloria, as housing issue leaders with HUD and the White House.

City of Philadelphia: With Holland & Knight's help, Philadelphia was one of just five communities named to the federal Promise Zone program in 2015. Holland & Knight helped the City develop the best strategies to pursue with the White House, HUD, Department of Education and the City's congressional delegation. Most recently, we have worked to ensure that the Biden Administration recognizes the importance of Promise Zones and continues this critical designation. We have facilitated several meetings for the Promise Zone team to meet with the White House and several White House officials are slated to speak at the Promise Zone Coalition's annual convening. In addition, we assisted the Philadelphia Housing Authority in overcoming significant challenges to its Moving to Work Program. We successfully worked to halt HUD's attempts to restructure and significantly reduce funding for the program by securing THUD appropriations language providing for an extension of the City of Philadelphia's existing Moving to Work agreement.

City of Phoenix: We worked closely with the City of Phoenix to secure a \$30 million Choice Neighborhoods Implementation for the Edison-Eastlake neighborhoods. Located one mile east of downtown Phoenix, the Edison-Eastlake Community has become a focal area for redevelopment over the last several years. With the award of a HOPE VI grant for Frank Luke Addition, followed by the institution of a transit-oriented development policy to capitalize on the Valley Metro light rail – the City of Phoenix underwent a Choice Neighborhoods Planning and Action Grant process focused on the last three remaining public housing properties in the neighborhood footprint. Previously, we helped the City secure a \$1.5 million Choice Neighborhoods Planning grant to facilitate the City's efforts to revitalize the Edison-Eastlake neighborhood. For all of these efforts, we helped the City develop and implement a strategic advocacy plan. We drafted the support letters for the Congressional delegation to use and coordinated the delegation's outreach to HUD, we secured high-level meetings at HUD and made sure the City was hitting the required milestones.

6. Infrastructure and Public Works

Following are examples of some of our successes that advance infrastructure and public works:

RAISE (formerly BUILD) Grants:

Holland & Knight has been recognized by Chambers USA as having one of the best performing transportation practices in the nation. We have extensive experience in mass transit, highways, freight, streetcars, intermodal facilities and high speed rail projects.

The firm bring years of service working on Capitol Hill in both the authorizing and appropriations committees and working closely with the White House and the Department of Transportation (DOT). Using our close bipartisan relationships, we have secured billions of dollars in federal resources to support large and small-scale transportation initiatives across the country covering transit, intermodal facilities, railroad crossings, light and commuter rail, bus and bus facilities, highways, roads and bridges, sustainable development and bike and pedestrian improvement.

In particular, Holland & Knight has had great success for clients in securing funds from the department's RAISE (formerly BUILD) grant program. A complete list of our accomplishments for clients with the RAISE program is below:

RAISE Round	Client	Project	Award Amount
I	City of San Francisco, CA	Doyle Drive Replacement	\$46 m
II	City of Atlanta, GA & Metropolitan Atlanta Rapid Transit Authority (MARTA)	Atlanta Streetcar	\$47.668 m
III	Multnomah County, OR	Sellwood Bridge Replacement	\$17.7 m
III	VIA Metropolitan Transit (San Antonio, TX)	Westside Multimodal Transit Center	\$15 m
III	City of Charlotte, NC	LYNX Blue Line Capacity Expansion	\$18 m
IV	City of San Francisco, CA	Mission Bay/UCSF Hospital Multimodal Transportation Infrastructure	\$10 m
IV	City of Tampa, FL	Tampa Downtown Multimodal Improvements	\$10.943 m
IV	City of Des Moines, IA	Southeast Connector Road Project	\$10 m
IV	City of Columbus, OH	Pickaway East West Connector Road	\$16.082 m
IV	City of Philadelphia, PA	Wayne Junction Substation Replacement	\$12.863 m
V	City of Atlanta, GA	Southwest Atlanta Beltline Corridor Trail	\$18 m
VI	Los Angeles County Metropolitan Transportation Authority (CA)	Eastside Access Improvements	\$11.8 m

VI	Los Angeles County Metropolitan Transportation Authority (CA)	Willowbrook/Rosa Parks Station Master Plan Implementation Project	\$10.25 m
VI	City of Philadelphia, PA	Roosevelt Boulevard Multimodal Study	\$2.5 m
VI	City of Phoenix, AZ	Central Phoenix Multimodal Transportation Improvement Plan	\$1.6 m
VI	City of West Sacramento, CA	Broadway Bridge Plan	\$1.5 m
VI	Genesee & Wyoming, Inc. (North Carolina Department of Transportation)	Northeastern NC Rail Improvement Project	\$5.8 m
VI	Genesee & Wyoming, Inc. (Connecticut Department of Transportation)	New England Central Railroad Freight Rail Project	\$8.184 m
VII	City of Charlotte, NC (North Carolina Department of Transportation)	Charlotte Gateway Station Track and Safety Improvements	\$25 m
VII	Los Angeles County Metropolitan Transportation Authority (CA)	Rail to Rail Active Transportation Corridor Connector Project	\$15 m
VII	City of Philadelphia, PA	"Closing the Gaps" Pedestrian and Bicycle Access Project	\$10.265 m
VII	City of Phoenix, AZ	Grand Canal Bike and Pedestrian Improvements	\$10.33 m
VII	Genesee & Wyoming, Inc. (South Dakota Department of Transportation)	South Dakota Freight Capacity Expansion Project	\$6 m
VIII	San Bernardino Associated Governments (SANBAG) (CA)	Redlands Passenger Rail Project	\$8.68 m
VIII	City of Des Moines, IA	Des Moines' Community Connection	\$8 m
VIII	Los Angeles County Metropolitan Transportation Authority (CA)	Rosecrans/Marquardt Grade Separation Project	\$15 m
VIII	Broward Metropolitan Planning Organization (FL)	Broward Metropolitan Planning Organization Complete Streets Initiative	\$11.4 m
VIII	City of Atlanta, GA	Martin Luther King Jr. Drive Improvement Initiative	\$10 m
IX	Metropolitan Atlanta Rapid Transit Authority (MARTA) (GA)	Summerhill Bus Rapid Transit Project	\$12.629 m

IX	City of Philadelphia, PA	Bridging the Trail Gap: Enhancing Regional Connections in PA	\$12 m
X	City of San Francisco, CA	Better Market Street Phase I	\$15 m
X	City of Stamford, CT	Stamford Transportation Escalator and Elevator Improvement	\$9.16 m
X	Jacksonville Transportation Authority (FL)	Urban Core Riverfront Revitalization & Bay Street Innovation Corridor	\$12.5 m
X	Regional Transportation Commission of Southern Nevada (NV)	Las Vegas Medical District Automated Circulator and Connected Pedestrian Safety Project	\$5.32 m
X	City of Philadelphia, PA	30 th Street Station Transformation	\$15 m
XI	City of Phoenix, AZ	Phoenix Sky Harbor Northside Rail Expansion Project	\$24 m
XI	City of Aurora, CO	I-70/Picadilly Interchange Project	\$25 m
XII	City of Phoenix, AZ	Interstate 10 and Camelback Road	\$17.42 m
XIII	City of Tampa, FL	Multi-Modal path project	\$24 m
	City of Norfolk, VA	St. Paul's Connectivity	\$14.4 m
* Total:			\$569.574 million

Seattle, WA: This year, we helped Seattle secure a \$59.9 million Small Starts Capital Investment Grant for its Madison Bus Rapid Transit (BRT) Project, expanding connections between downtown Seattle and densely populated neighborhoods in the surrounding area. We worked extensively with Seattle's congressional delegation to build support for the project arranging tours for members and staff of the BRT corridor to highlight the benefits for the region. We drafted letters of support for the congressional delegation. We also wrote talking points for the delegation and the Mayor to use in conversations with DOT, highlighting how the project aligned with the Biden Administration's equity and climate priorities. Madison BRT also benefitted from an additional \$10.9 million in American Rescue Plan funds provided by the Federal Transit Administration.

Phoenix, AZ: We recently secured a \$24 million BUILD grant—the full requested amount—for the City of Phoenix's rail relocation project at the Phoenix Airport. The funding will enable the airport to trench the railroad so that the airport can expand. We helped guide the City through the BUILD grant process. First, we scheduled a meeting for the airport director with DOT and FRA political and career staff who provided recommendations on how to frame the project for the 2019 round. We also scheduled meetings and tours with the Congressional Delegation and drafted letters for the members to send to DOT and talking points for the Senators to use to lobby then Secretary Elaine Chao. Lastly, we reviewed the

application and helped to rewrite parts of it to ensure it was telling the right story and framing the project to meet the criteria and the DOT's priorities. Our efforts were successful, and Phoenix was one of the few applicants to receive the full requested BUILD funding amount.

Transportation

Holland & Knight helped several of our municipal and transportation agency clients develop and secure their priorities in the reauthorization of the FAST Act (S. 1931/S. 2016) that was included in the Infrastructure Investment and Jobs Act. During the Senate and House's consideration of the bills, we set up meetings for our clients with the House Transportation and Infrastructure (T&I) and Senate Environment and Public Works (EPW) Committees' staff; worked with the committee and congressional staff in drafting the legislative language and prepared letters for our clients to send to the committee leadership. Among the provisions we helped secure:

- Healthy Streets Program, a new competitive grant program for projects to reduce stormwater runoff, expand tree cover to mitigate urban heat islands, and air quality.
- Reconnecting Communities Pilot Program, a new competitive grant pilot program to mitigate transportation modes that create a barrier to community connectivity.
- Adding local governments to participate in an existing DOT program that tests the feasibility of alternative revenue mechanisms to help maintain the solvency of the Highway Trust Fund.
- Railroad Crossing Elimination Program, a new Federal Railroad Administration (FRA) competitive grant program, to assist local governments to eliminate of hazards at railway-highway crossings.
- Safe Streets and Roads for All Grant Program, a new competitive a grant program for local governments to develop and implement Vision Zero initiatives.

7. Public Safety and Homeland Security

Following are examples of some of our successes that advance public safety and homeland security:

Orange County Fire Authority: Working with the Orange County Fire Authority (OCFA), we led the advocacy effort to secure a vital policy change for the National Urban Search & Rescue Response System through the enactment of S. 2971 (Public Law No: 114-326) in December 2016. As one of the sponsoring agencies for an Urban Search & Rescue (US&R) taskforce, OCFA identified that the federal government was not required to reimburse sponsoring agencies if a member of the taskforce was injured while serving on a FEMA deployed team, potentially causing local governments millions of dollars in payments if there was devastating injury. We went to work with the Congressional committees to draft legislation that would clarify the responsibility of worker's compensation. We deployed a campaign-style advocacy, working with other taskforces, as well as coordinating efforts with organizations like the IAFC. We were able to raise questions during two Congressional hearings and draft the testimony necessary to make the case. Through enactment of this law, FEMA will now reimburse local governments for the value of any benefits those governments pay to people who are injured while serving on an emergency search and rescue team. Since the City of San Diego is also a sponsoring agency for a US&R task force, this policy change also benefits the City.

City of Phoenix: We have assisted the City with a myriad of public safety funding issues, including the Urban Areas Security Initiative (UASI) program. We have developed the strategies and used our relationships to help the City maintain its UASI ranking and increase its funding. In addition, this year the UASI program faced an overnight threat of a drastic formula change. We worked with the Biden Administration to halt the changes that were being made that could have had severe impacts on the UASI funding, not only for Phoenix, but our municipal clients a part of the UASI program. We have also secured over \$35 million for Phoenix Police and Fire Departments through the traditional FEMA & COPS programs, as well as helped the City to secure one of the first Complex Coordinated Terrorist Attack (CCTA) grants. Additionally, on behalf of Phoenix, we have successfully advocated for additional funding for mental health and law enforcement collaboration grants which resulted in Congress providing close to an additional \$35 million in the FY 2021 Omnibus Appropriations bill for the U.S. DOJ.

City of Atlanta: Our client, the City of Atlanta, submitted a COPS Hiring Request without any assistance and was not awarded funding. Holland & Knight Team Member Lisa Barkovic stepped in and utilized her close relationship with the COPS office to have them provide a debrief of the unsuccessful application. Ms. Barkovic then worked with the City through the next cycle of COPS Hiring funding. Through this process, we strengthened their application by refocusing the priority area to match DOJ's priorities, engaged their delegation and held several meetings with the COPS office. The result: Atlanta received of the highest COPS awards the following year, \$1.875 million to hire 15 law enforcement officers.

8. Environmental Quality, Sustainability, and Stormwater

Holland & Knight has in-depth knowledge and experience in all aspects of water infrastructure policy and law, including stormwater control and green infrastructure. Our experience includes, among other areas: legislation and rulemaking, permitting, stormwater management and compliance and enforcement. In addition, we counsel our clients on acquisitions and contracts including drafting/negotiating, financing and ratemaking. Below are examples of some of our environmental quality, sustainability and stormwater successes:

Sustainability: Holland & Knight developed a proactive strategy for the Port of San Francisco to secure funding for the Seawall Resiliency Project and raise the project's profile with the City's congressional delegation including Speaker Pelosi, congressional committees, and the Army Corps of Engineers senior leadership. We successfully secured funding in the Army Corps of Engineers Work Plan to initiate a feasibility study for the project—one of only six New Starts projects nationwide to receive funding. We also drafted and secured language in the annual Energy and Water Appropriations bill and WRDA 2018 legislation to urge the Corps "to prioritize work" and expedite projects like the Seawall. The provisions worked as the project has been include in each of the Army Corps Work Plans. Additionally, we worked with the Port to secure a key provision in the Water Resources Development Act (WRDA) 2020, which would require the Army Corps to consider tidal flooding and seismic equity as it studies seawall projects.

Stormwater: Holland & Knight has worked with the City of Norfolk, which has the second highest relative risk of sea level rise in the nation, to advance two projects to manage stormwater. We worked with Congress and the Army Corps to secure over \$120 million in the National Disaster Resilience Competition. The City is using this funding to upgrade pipes, build pump stations, among other projects.

In addition, Holland & Knight worked to identify creative funding strategies for the City's flood control projects which is helping to manage the City's stormwater needs. We helped secure funding from the Disaster Relief Appropriations Act, 2013 (the Sandy Supplemental bill) by working with the delegation and then Army Corps of Engineers Assistant Secretary of the Army (Civil Works) Jo Ellen Darcy. The project has received funding each year in the President's budget requests or Army Corp Work Plans from FY 2012 to FY 2021. Recently, the project received its Chief's Report from the Corps in the WRDA 2020 bill.

Energy Efficiency and Conservation Block Grant (EECBG): Recognizing the importance of the EECBG program for our local government clients, we worked with a broad coalition of stakeholders—including the US Conference of Mayors (USCM), National League of Cities, and National Association of Counties (NACO)-- to help ensure that the program received funding in the Infrastructure Investment and Jobs Act (IIJA). EECBG previously received a one-time \$2.8 billion commitment as part of the American Recovery and Reinvestment Act recovery package, helping further stimulate local action to curb greenhouse gases. Working closely with San Jose Mayor Sam Liccardo, co-chair of the USCM Energy Independence and Climate Protection Task Force, we helped support bipartisan USCM resolutions calling for renewed funding for EECBG and highlighted its importance. We helped secure an opportunity for Mayor Liccardo to testify before the House Oversight Energy and Environment Subcommittee—where he also highlighted the importance of the EECBG program. As a result of these efforts in collaboration with other key stakeholders, the program is included in the IIJA, which is now pending before House.

9. Water and Wastewater, including recycled water and energy management.

Holland & Knight understands the myriad concepts and new developments surrounding the Clean Water Act and Safe Drinking Water Act. This includes water supply and wastewater treatment, solid waste, legislation and rulemaking, permitting, recycled water, compliance and enforcement, and as mentioned earlier-- stormwater management. We have played a role in shaping every major piece of energy and environmental legislation in the last decade.

Water Workforce: An example of Holland & Knight's effective advocacy approach on legislative and funding matters is our work on behalf of several of our water utility clients, led by the San Francisco Public Utilities Commission, to create a new federal program to fund investments in water workforce. Large segments of the public utility workforce--especially in the state of California--are eligible for retirement in the next five to 10 years, far exceeding workforce replacement needs in other sectors.

To meet this challenge, we created a new water workforce grant program at the Environmental Protection Agency (EPA). Holland & Knight drafted the legislation and targeted utilities across the country who were in congressional districts of key committee members to support it. We helped organize fly-ins and drafted talking points for the utilities to use with members. Holland & Knight also secured speaking opportunities at major conferences, including National League of Cities, U.S. Conference of Mayors, and National Association of Clean Water Agencies. In addition, we worked with the Congressional Black Caucus and Congressional Hispanic Caucus to hold a roundtable on water infrastructure and workforce diversity needs. Using our relationships with the Senate Environment and Public Works (EPW) Committee, we asked Senators Cory Booker (D-NJ) and Shelley Moore Capito (R-WV) to introduce the legislation and include the Innovative Water Infrastructure Workforce Development Program in the Water Resources Development Act (WRDA) of 2018 conference report. The program was recently authorized again in WRDA 2020. In addition, we have worked to secure funding for the program in each of the annual Interior-Environment Appropriations bills.

Water Infrastructure Finance and Innovation Act (WIFIA) Wastewater Projects: We have secured almost \$800 million in WIFIA loans to assist our clients to meet water and wastewater projects. Recently, we

developed and implemented a strategy for Seattle Public Utilities (SPU) to secure a \$197 million WIFIA loan to reduce its sanitary sewer overflows. The EPA WIFIA loan will help finance the design and construction of a massive underground storage tank that will capture and store untreated stormwater and sewage from heavy storms until it can be treated at the West Point Treatment Plant. This project will substantially improve water quality in the Ship Canal by reducing the combined sewer overflows and preventing reducing stormwater discharges.

We scheduled meetings with the Assistant Administrator for Water, Director of the Office of Wastewater Management, and Water Director of the Water Enforcement Division and other career staff with the Office of Water to discuss the City's consent decree, watershed needs and learn how to best frame their project application to match the Administration's priorities for the WIFIA round. We also drafted letters of support for the City's congressional delegation to send. In addition to successfully securing the WIFIA loan, our meetings also assisted the City with its consent decree. We introduced the SPU General Manager NACWA who appointed her to its board of directors which helped her to continue to incuse SPU's national profile.

Recycled Water: Holland & Knight has also worked with our local governments and utilities clients to increase their profiles with the White House, federal agencies and congressional committees to position them as national leaders. For example, by introducing our water utility clients with the White House and Council of Environmental Quality (CEQ), the utility executive directors were invited to the White House water infrastructure summit and able to advocate to the White House on the importance of including provisions (including funding for recycled water projects) in the Administration's infrastructure proposal for western water agencies.

Utilizing our relationships with the Senate Energy and Natural Resources Committee, we were able to secure an opportunity for two of our clients to testify before the Senate Energy and Natural Resources (ENR) Committee on the Drought Resiliency and Water Supply Infrastructure Act. Our clients were able to discuss the importance of two provisions in the bill that provide funding for recycling, the Water Recycling and Reuse Projects program and the Bureau of Reclamation's Title XVI Water Reclamation and Reuse competitive grant program. The committee staff also asked both of our clients for comments and recommendations for the bill.

In preparation for the hearings, Holland & Knight helped the clients draft the testimony, gather political intelligence to ensure that they understood the political landscape before their appearances at the hearings, and provide questions for the Energy and Natural Resources Committee members to ask them so that they had opportunities to highlight their initiatives and advance their federal agenda.

5. Provide a brief description of the Proposer(s) approach to the development of work plans or strategies for similar clients in the past.

To advance the City's federal interests, we will provide the following comprehensive bipartisan approach that we offer to all of our clients:

Strategy Development: Holland & Knight will convene a strategic planning session with the City of San Diego to refine its policy and funding priorities. Key elements would include:

- Outlining the City's priorities that require a federal legislative, regulatory, coalition-building solution.
- Determining the legislative, political, and budgetary dynamics -- the pressure points -- that may affect these proposed projects/issues and what the challenges and opportunities may be to a successful outcome.
- Mapping the congressional, federal agency, or stakeholder relationships that must be strengthened or developed.

- Organizing a comprehensive federal advocacy plan and strategy, together with a matrix of action steps and timetable for each priority. This plan will be the *blueprint* for pursuing each priority issue.

Issue/Risk Management: Team co-managers Eve O’Toole and Leslie Pollner will ensure that the City’s priorities are addressed in a thorough and responsive manner. This will be done by having weekly internal team meetings to review: congressional, agency, and stakeholder contacts and feedback; next steps for each priority; challenges and opportunities; and to make real-time adjustments in strategy.

Ongoing Communications: Our goal is to be a seamless part of the City’s team. This includes:

Day-to-day contact. Eve O’Toole and Leslie Pollner will ensure the City is fully served on a daily basis. All team members will be available to take your calls on a 24/7 basis.

Project team participation in City’s meetings. We fully participate in the City’s federal government relations calls, bringing issues and intelligence to the forefront to help advance the City’s priorities. Additionally, we will remain 100 percent accessible to participate in all City project team meetings when requested.

Written monthly activity/progress reports. Holland & Knight will provide the City with reports that cover the status of congressional and administration developments and key progress on the City’s legislative, regulatory, and program priorities. We are happy to provide more frequent updates as needed.

Written weekly updates. We will provide the City with: a) our “*Eyes on Washington*” *weekly updates*, which offer you the latest information on key developments in our nation’s capital; b) *weekly grant notifications*, particularly any grants that could advance the City’s priorities.

6. Provide an analysis of no more than three hundred fifty (350) words that outlines what the Proposer believes will be the key strategic opportunities for local government between January 1, 2022 and January 1, 2025, and how best to maximize those opportunities.

With unprecedented activity at the federal level, there will be significant opportunities for the City, including:

- **Funding:** The potential passage of the infrastructure/ reconciliation bills along with earmarks create significant opportunities for the City to secure funding for transformational projects, especially those addressing climate and equity. Key to the city’s success will be aligning projects with the Administration’s priorities, meeting with agencies to highlight potential projects and influence funding criteria, and working with the congressional delegation to advocate for project funding.
- **Relationships:** Using our bipartisan ties, we can help the City strengthen its relationships with federal decision makers. Following passage of the infrastructure/ reconciliation bills, Congress and the Administration will want to highlight the legislation’s impact on the ground. We can help secure opportunities for the mayor to elevate his work nationally, including stakeholder and media opportunities, as well as testifying before Congress to showcase the City’s initiatives. Additionally, as 2022 will be an election year, members of Congress and the Administration are likely to travel to California. We will work to coordinate visits from these officials to tour City projects and to host roundtables on key issues.
- **Profile Raising:** Given Mayor Gloria’s leadership on issues ranging from climate, affordable housing/homelessness to immigration and workforce, there are opportunities to raise San Diego’s profile at the federal level. We have been highly successful in positioning our municipal clients as national leaders on issues of importance and taking local objectives and turning them into national policies. We employ a comprehensive, approach that includes matching city priorities with prominent national issues; assisting with national messaging and branding for the City; engaging key

stakeholders, think tanks, Congress, and the Administration to secure a national role for the City on its priority issue(s); and building coalitions to coalesce around the City's priorities.

- **Policy Advocacy:** As infrastructure/reconciliation will take much of the fall, there will be continued efforts to advance legislation next year and opportunities for the city to engage on policy priorities including criminal justice reform, immigration, climate, and disaster relief. In addition, Federal Aviation Administration Reauthorization and Farm Bill deliberations will get underway.

F. Optional Consulting Services

Contractor shall provide, at the discretion of the City, optional consulting services related to the scope of work and in accordance with this RFP. Optional consulting services may be required on an as-needed basis throughout the term of the Contract. Contractor shall provide the optional consulting services in accordance with this Exhibit B, Section P. Pricing Schedule, Subsection 2.

As a full-service law firm, Holland & Knight can expand our relationship to provide a variety of legal services for the City in addition to our lobbying work. We represent hundreds of state and local governmental entities across the United States in all aspects of their operations. Some practice areas include:

Affordable Housing Transactions. Housing authorities and housing finance agencies all regularly call on our team for representation with every type of project. Our lawyers' involvement with all significant federal, state, and local housing and community development programs over the last 35 years gives us the transactional, regulatory and policy experience and relationships to handle all your business needs in this complex area.

Communications. If the need arises, Holland & Knight can represent the City in the court of public opinion as well as a court of law. Our High-Stakes Communications Team offers experience that other firms do not: decades of daily interaction with clients and their legal and regulatory teams while coordinating closely on communications efforts. Holland & Knight also uses an efficient and integrated approach so that communications and advocacy efforts are complementary. This sort of collaboration, early on, results in messaging that is consistent with legal, regulatory, and/or policy objectives and helps prevent embarrassment or damaged relationships with key reporters down the line.

Education. State and local governments share a common mission to provide quality educational services to residents of their respective communities. Our team regularly advises states, school districts, universities and other education providers across the country on all aspects of education law as well as the employment of faculty and staff, student affairs, campus safety, financial aid and regulatory compliance.

Energy. The firm has extensive experience representing public power authorities and public utility districts in all aspects of their energy operations, including regulatory, legislative, litigation and transactions.

Environment. Protecting environmental resources is a key responsibility for governmental entities. Holland & Knight can advise you in all areas of environmental and natural resources law, from water law and air quality issues to brownfields redevelopment, environmental permitting and litigation. In addition, several members of our firm are Leadership in Energy and Environmental Design Accredited Professionals (LEED AP) and can assist in the LEED certification process for green and sustainable building.

Financial Services. Governments require significant financial capital to fund infrastructure, facilities and daily operations. We have significant experience in all areas of public finance and municipal securities and can assist you in structuring public finance transactions, including general obligation and revenue bond financings. In addition, as lean economic times require governments to increasingly rely on the private sector to accomplish goals, we can help you conceive, create and execute public-private partnership projects.

Government Contracts. Because governmental entities rely on contractors to provide many of the goods and services necessary to support their daily operations, effective contracting counsel is critical. We can assist you in developing and implementing procurement policy, negotiating contracts, and responding to bid protests and claims.

Healthcare & Life Sciences. We can assist you with healthcare issues related to your administration and participation in federal programs such as Medicaid, Ryan White, community health centers, and issues and opportunities related to the Affordable Care Act (ACA).

Labor, Employment and Benefits. We can assist you with all aspects of employment and labor relations matters, including hiring and discipline, pension issues and employee contract matters.

Land Use and Government. Land use issues are a key concern for most governments. Our team can represent your interests in all aspects of land use and permitting, including eminent domain and condemnation, growth management and concurrency, land use and real estate development approvals, zoning relief ordinances and public-private partnerships.

Litigation and Dispute Resolution. Disputes are a common occurrence in today's business environment and governmental entities are not immune. Our team can represent your interests in dispute resolution, including arbitration and mediation as well as litigation in state and federal courts around the nation.

Real Estate. Governmental entities require real property to facilitate their administrative operations, delivery of services, parks and recreation and more. Our team can advise you on all of your real estate activities, including acquisitions, development, dispositions and leasing of public projects.

A full list of our legal practice areas is available on our website at www.hklaw.com.

G. Proposers Implementation Plan

Proposers shall provide a Contract implementation plan proposing procedural, operational steps, technical approach and milestones of how Contractor intends to provide the work plan with specified deliverables as previously specified. A revised schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

After developing a federal agenda that reflects the City's priorities, we will work to devise a detailed written plan for implementing the agenda that includes specific milestones. Our proposed contract implementation plan, based on the RFP's Scope of Services and presented in timeline form, is below. Given the variations in the legislative and regulatory process, this is only an estimate of what the exact effort would entail.

Date	Action from Holland & Knight
October 2021	<ul style="list-style-type: none"> • Strategic planning sessions with key city staff and departments to identify priorities, including: appropriations projects, legislative priorities, and regulatory issues. • Provide analysis of bipartisan infrastructure deal and reconciliation package and identify City priorities. Work with City to continue to advocate with Congress on its priorities. Congress is expected to continue deliberations on the measures into October. • Set up weekly calls, communications protocols
November 2021	<ul style="list-style-type: none"> • Work with City to draft its federal policy platform/legislative priorities • Set up meetings with key federal agencies to discuss potential funding opportunities • Set up meetings with key congressional leaders on City's priorities. Congress is expected to be in session as they are currently planning to adopt a Continuing Resolution to keep the government operating into December in order to complete the FY 22 appropriations bills. • Set up meetings with stakeholders, thought leaders and media to elevate and advance the City's priorities.
December 2021	<ul style="list-style-type: none"> • Analysis of final, enacted FY 22 appropriations and new funding opportunities • Finalize 2022 federal policy platform • Year-end report summarizing accomplishments to date, key federal activity and next steps for the City
January 2022	<ul style="list-style-type: none"> • Meetings (virtual) with City congressional delegation to discuss City priorities/FY 23 appropriations requests
February/March 2022	<ul style="list-style-type: none"> • Submit FY 23 appropriations requests • President's FY 23 budget released and analysis provided to City • Potential DC Fly-In (contingent on COVID-19 restrictions) • Notify city of potential funding opportunities from infrastructure/reconciliation bills
April-June 2022	<ul style="list-style-type: none"> • Monitor FY 23 appropriations mark-ups • Potential roundtable with congressional delegation and/or staff visits to the City • Follow up meetings with agency staff and/or potential funding opportunities
July-August 2022	<ul style="list-style-type: none"> • Continue to monitor FY 23 appropriations • Additional opportunities for congressional/Administration site visits to City
September 2022	<ul style="list-style-type: none"> • Deadline for passage of FY 23 appropriations bills; As Congress typically does not meet its September 30 deadline, they are likely to adopt a Continuing Resolution; analysis of action related to Continuing Resolution and/or passage of FY 23 appropriations • Meetings with city staff to begin planning for next session of Congress • Interim year-end report provided summarizing activities/accomplishments over past year

H. Required Reports

Contractor shall ensure that all reports required of them by any law or regulation of the United State of America or California or their agencies, including but not limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If

any such report is not filed within ninety (90) days of the date on which the report is due, such failure shall be deemed a material breach of this Contract that may, at the City's option, result in immediate termination of this Contract.

If selected for this assignment, Holland & Knight accepts these conditions and assures timely filings of all necessary reports.

I. Registered Lobbyist

The Proposer(s) shall submit verification, if required by applicable City, State or Federal laws, that the Proposer(s) is a registered lobbyist.

Holland & Knight LLP is a registered lobbying entity with both the U.S. Clerk of the House and the U.S. Secretary of the Senate. The firm regularly files both LD-1 and LD-2 forms with both entities according to federal guidelines and schedules. Our U.S. House ID is 30825 and our U.S. Senate ID is 18466.

J. Conflict Of Interest; Representation Of Other Clients

The Contractor shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The Contractor, and each principal thereof, will file with the City an annual Conflict of Interest Disclosure Statement (the form of which is set forth in Exhibit D to this Contract).

In order to prevent potential or perceived conflicts of interest among Proposers' personnel, the successful Proposer shall submit a current Statement of Economic Interest Form 700 applicable to this scope of work prior to execution of the Contract.

- 1. The City recognizes and acknowledges that the Contractor presently represents clients other than the City and may, during this Contract, render services as registered lobbyists for other organizations, individuals and entities.**
- 2. Contractor shall not, during the term of this Contract, undertake representation of any other non-currently existing organization, individual or entity whose interests are in actual conflict with the interests of the City. Contractor further agrees that no representatives of the Contractor or any subcontractors shall, during the term of this Contract, represent any client before the Council on issues deemed by the Contract Administrator to be in conflict with the City's interests.**
- 3. In the event that, during the term of this Contract, Contractor desires to undertake governmental advocacy on behalf of another organization or entity, the Contractor shall give the Contract Administrator written notice of such proposed employment, for the purpose of determining potential conflicts of interests. The notice shall specify the name and address of the organization or entity being represented, and the scope of work to be undertaken on their behalf. All information received by the Contract Administrator shall be treated in confidence as authorized by law, as the Contractor's trade secret, and shall be returned to the Contractor upon making a determination as to the presence or absence of a conflict.**
- 4. If the Contract Administrator determines that a conflict exists because of the new representation under paragraph 3 above, the Contractor shall not represent the subject organization, individual, or entity with respect to those issues or interests determined by the**

Contract Administrator to conflict with the interests of the City, except as set forth in this paragraph 4. The Contract Administrator shall notify the Contractor of this determination within ten (10) working days from receipt of the notice from the Contractor. Contractor shall not therefore accept any such proposed representation, unless the City's written consent is obtained, provided, however that such consent shall not be unreasonably withheld. In the event that the proposed representation raises a conflict as to some, but not all, issues or interests of the City, the City's consent to the representation may be limited so as to exclude the issues presenting the conflict, and Contractor shall not thereafter represent the other party as to any issues excluded from the scope of the City's consent.

5. During the term of this Contract, the Contract Administrator may determine that a conflict exists between the Contractor's representation of the City, on the one hand, and the Contractor's representation of another previously existing client organization, entity or individual on the other hand, with respect to a particular matter. If the Contract Administrator makes this determination, the City may, in its sole discretion, (1) require Contractor to retain, at Contractor's expense, a qualified legislative representative approved by the Contract Administrator, to represent the City on the matter which is the source of the conflict, or (2) cancel this Contract for default in accordance with Section 4.3 of Exhibit C to this Contract.

6. Pursuant to and in compliance with the City's Conflict of Interest Code for the Contract Administrator, the Contractor shall complete and file an annual disclosure of all other clients represented by the Contractor as of the date of the disclosure statement.

Our Conflict of Interest Disclosure Statement is on the next page. Please note our exception below. Under DC bar rules, Holland & Knight is prohibited from advancing opposing positions in the same lobbying matter. Holland & Knight asks that the above language be replaced with the following:

The services provided under this Contract will be for "law-related services" and not "legal services" and CONSULTANT will not be acting as CITY'S lawyers but rather as legislative lobbyists when performing law-related services under this Contract. Therefore, the protections which accompany an attorney-client relationship will not apply to performance of services by CONSULTANT under this Contract. While the specific rules governing lawyers and client confidential information do not apply to said services, CONSULTANT will keep CITY'S information confidential; however, CONSULTANT'S lawyers will not be prohibited from providing legal services to clients in unrelated legal matters that are adverse to CITY.

K. Financial Responsibility

1. Proposers are required to submit with their proposal a Statement of Financial Responsibility (the form of which is attached as Exhibit E). This document will be used in determining the Proposer's financial responsibility.

The form is attached.

2. Additionally, the City reserves the right to require, during Proposal evaluation, that Proposers provide a copy of their most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement, and Cash Flow Statement or other acceptable financial information. These documents may be relied on in further determining Proposer's financial responsibility.

Holland & Knight will provide the required reports if requested.

CONFLICT OF INTEREST CERTIFICATION**FORM CIQ**

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

OFFICE USE ONLY

Date Received
8/30/2021

Holland & Knight LLP

Contractor Name

Eve M. O'Toole

Signature of Authorized Representative

Eve Maldonado O'Toole

Printed/Typed Name

9/20/2021

Date

EXHIBIT E

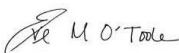
PROPOSER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Proposer is required to furnish below a statement of financial responsibility, except when the proposer has previously completed contracts with the City of San Diego covering work of similar scope.

I, Eve Maldonado O'Toole, certify that my company, Holland & Knight LLP, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: 9/20/2021

Signature: 

L. Substitution Of Personnel

Contractor is expected to ensure personnel proposed for this Contract will be available for the Contract term. In the event the Contractor wishes to substitute personnel, Contractor shall provide a proposal of personnel of equal or higher qualifications. Any substitution of personnel must be approved by the City in written form. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel this Contract for default in accordance with Section 4.3 of Exhibit C to this Contract.

In addition, the City reserves the right to conduct performance evaluations as may be needed to document a Contractor's performance. Poor performance evaluations may result in default or cancellation of the Contract. However, City reserves the right to request a substitution of personnel if performance is not satisfactory.

Holland & Knight agrees to provide a proposal of personnel of equal or higher qualifications if personnel proposed is no longer available. Holland & Knight agrees to all provisions noted above.

M. References

Proposers are required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope to the City of San Diego as specified in this RFP during the past three (3) years. Proposers are encouraged to identify at least one current and one past client in each category identified under this Exhibit B, Section D. Core Requirements and Deliverables, Subsection 2. Services and Advice. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this Contract. Previous experience in providing Federal Legislative and Executive Branch Consulting Services and Representation with particular emphasis on securing funding will be an important consideration. This will enable the City to judge product reliability, vendor performance, and other information.

Holland & Knight has assisted the clients listed below on a wide range of local government issues, including those identified in Exhibit B, Section D. Core Requirements and Deliverables, and has provided these clients with services similar to those identified in Subsection 2. Services and Advice.

City of San Jose, California
Scott Green, Director of Legislative Affairs, Environment, Transportation, and Intergovernmental Relations
(408) 623-3959
scott.green@sanjoseca.gov
200 E Santa Clara St., San Jose, CA 95113

City and County of San Francisco, CA
Eddie McCaffrey, Manager, State and Federal Affairs
1 Dr Carlton B Goodlett Pl #200, San Francisco, CA 94102
(415) 554-6588
edward.mccaffrey@sfgov.org

City of Philadelphia, PA
Deborah Mahler, Deputy Mayor for Intergovernmental Affairs
(267) 559-3439

deborah.mahler@phila.gov
City Hall, Office 215, Philadelphia PA 19107

City of Phoenix, Arizona
Clark Princell, Deputy Chief of Staff
(602) 534-9792
clark.princell@phoenix.gov
200 West Washington St. 12th Floor Phoenix, AZ 85003

City of Seattle
Robin Koskey, Deputy Director, Office of Intergovernmental Affairs
City Hall, 600 Fourth Ave.
Seattle, WA 98104
Robin.Koskey@seattle.gov
(206) 684-0312

N. Additional Insurance

Professional Liability. The winning Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least \$1,000,000.00 (one million) per occurrence and \$2,000,000.00 (two million) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a “claims-made” form, the winning Proposer must ensure that the policy retroactive date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

Holland & Knight has no objections to this requirement.

O. Technical Representative

The Contract Administrator for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

We will identify a Contract Administrator for this Contract in the notice of award.

Biographies

Eve Maldonado O'Toole



Senior Policy Advisor

Washington, D.C.

202.419.2505

eve.otoole@hklaw.com

Practices

Public Policy & Regulation | Federal Budget and Appropriations | Environment | Federal Practice | Government Representation | Local Government Advocacy

Eve Maldonado O'Toole is co-leader of Holland & Knight's Local Government Group. She brings more than 20 years of federal lobbying experience, with substantial background in local government/public sector advocacy, regulatory, appropriations and policy development, and in establishing and executing local public-private partnerships, successful grassroots campaigns and coalitions, and positioning state and local officials and municipalities nationally.

With close working ties to Congress and the executive branch, Ms. O'Toole has a strong record of advancing a wide range of public interests. These include transportation and infrastructure, energy, environment, water, natural resources, community and economic development, public safety, housing and homelessness, health and human services, workforce, education, civil rights, telecommunications and technology, homeland security, emergency preparedness and recovery, defense and base reuse, and public finance.

Among other key local government/public agency and public-private partnerships, Ms. O'Toole currently represents cities from San Francisco to Philadelphia, Port of Los Angeles, Los Angeles County, San Mateo County's transportation agencies and the 480-member League of California Cities, where she previously served as head of its Washington, D.C., office. She also leads and manages the advocacy for several national coalitions, including Mayors and CEOs for U.S. Housing Investment, Mayors Against LGBTQ Discrimination and the Water Agency Leaders Alliance.

Ms. O'Toole previously served as senior vice president and director of the Intergovernmental Group practice of MARC Associates, a federal relations consulting firm. She also worked as a government affairs representative with another large law firm, serving as federal representative for Los Angeles County. She currently serves on the board of Voto Latino and the California State Society and has served on the board of The Representation Project and the Women's Campaign Fund. She recently co-founded GrupoMas, a social network of LatinX professionals interested in California's economic, political, arts, entertainment and cultural affairs. She also was vice president for development and treasurer for MANA, a national Latina organization.

Memberships

- GrupoMas, Co-Founder
- [California State Society](#), Board Member
- [Voto Latino](#), Board Member

Education

- UCLA, B.A., Political Science

Leslie I. Pollner



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Practices

Public Policy & Regulation | Federal Practice | State and Local Government Procurement | Public Finance | Transit | Local Government Advocacy | Autonomous Transportation

Industries

Transportation & Infrastructure

Leslie Pollner is co-leader of Holland & Knight's Local Government Group and a member of the firm's Public Policy & Regulation Group. Ms. Pollner focuses on several key industries, including transportation, economic development and housing. Her extensive experience in government at both the federal and local level allows her to help clients develop innovative solutions and advocacy strategies to achieve results.

Prior to joining the firm, Ms. Pollner was the deputy mayor for federal affairs in Los Angeles under Mayor Antonio Villaraigosa. She led the city of Los Angeles' office in Washington, D.C., directed its federal advocacy efforts, and managed lobbying teams at the Los Angeles port, airport and public utilities commissions. Ms. Pollner was also the principal liaison with the U.S. Conference of Mayors while Mayor Villaraigosa was the president of the organization and worked with mayors across the country on key issues, including building a coalition to support the transportation reauthorization bill.

Prior to that, Ms. Pollner was a two-time chief of staff for U.S. Reps. Suzanne Kosmas and Tim Mahoney, both of Florida. She has also worked in public affairs consulting and crisis communications support for Fortune 500 companies and helped develop communications strategies for the Bill & Melinda Gates Foundation, concentrating on the nonprofit's education investments.

Education

- Harvard University Kennedy School of Government, M.P.P.
- Coro Fellows Program
- Pomona College, B.A., *summa cum laude*

Lauri A. Hettinger



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Practices

Public Policy & Regulation | Local Government Advocacy

Industries

Energy and Natural Resources

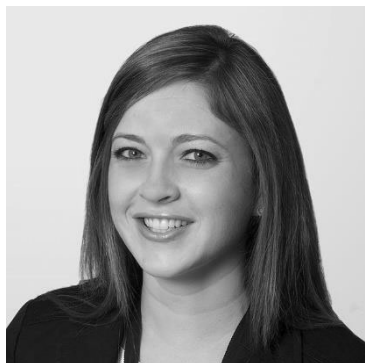
Lauri Hettinger is a senior policy advisor in the Public Policy & Regulation Group in the Washington, D.C., office of Holland & Knight. Ms. Hettinger advocates for local government municipalities' and industry's infrastructure needs, including surface transportation, water resources, economic development and Army Corps of Engineers.

Prior to joining Holland & Knight, Ms. Hettinger served as staff director for the Senate Environment and Public Works Committee's Subcommittee on Transportation and Infrastructure Ranking Member, George Voinovich (R-OH). In this role, she served as his primary advisor on transportation, water infrastructure, environment, Army Corps of Engineers and economic development. Ms. Hettinger also served as a legislative assistant to Senator Norm Coleman (R-MN), handling his infrastructure, environment, energy and appropriations issues. During the 2002 election cycle, Ms. Hettinger was a senior research analyst for the National Republican Senatorial Committee. She started her legislative career in the office of Senator Strom Thurmond as a legislative correspondent.

Education

- Presbyterian College, B.S., Psychology, Political Science, *summa cum laude*

Lisa Ann Barkovic



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Practices

Public Policy & Regulation | Federal Budget and Appropriations | Federal Practice | Transit | Local Government Advocacy | Autonomous Transportation

Industries

Transportation & Infrastructure

Lisa Barkovic is a senior policy advisor with the Public Policy & Regulation Group.

Ms. Barkovic has extensive experience in the areas of federal appropriations, transportation, environment, energy, and homeland security.

Prior to joining Holland & Knight, Ms. Barkovic served five years in the office of former Congressman Mark Foley (FL-16) as a legislative assistant. Her work there included managing all appropriation requests, developing legislative strategy in conjunction with outside groups and the Congressman's constituency on an array of issues, in addition to preparing talking points, drafting testimony and legislation. Ms. Barkovic also served as the primary congressional liaison for the Congressional Travel & Tourism Caucus.

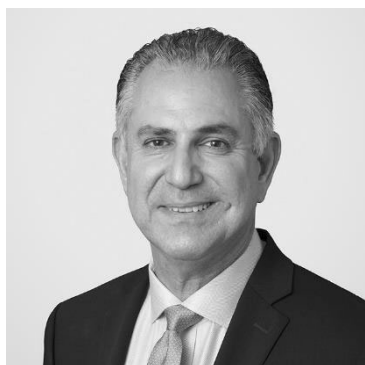
Memberships

- Florida State Society
- Virginia Tech Alumni Association

Education

- Virginia Polytechnic Institute and State University, B.S., Political Science

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Practices

International Trade | Trade Policy | Trade Litigation | Public Policy & Regulation | CFIUS and Industrial Security | Latin America Practice

Francisco J. Sánchez is an attorney in Holland & Knight's Tampa office who focuses his practice on trade policy, regulation and the Committee on Foreign Investment in the United States (CFIUS) process including mitigation measures. Mr. Sánchez has a long and distinguished career in the public and private sectors.

Mr. Sánchez served as the U.S. Under Secretary of Commerce for Trade until 2013, a role former President Barack Obama nominated him to in 2009. As Under Secretary, Mr. Sánchez led the International Trade Administration (ITA) in its efforts to improve the global business environment by helping U.S. businesses compete abroad. As one of the architects of President Obama's National Export Initiative (NEI), with the goal of doubling U.S. exports by the end of 2014, Mr. Sánchez directed programs and policies that promote and protect the competitiveness of American businesses. Mr. Sanchez also oversaw the ITA's role in the CFIUS.

During the Clinton Administration, Mr. Sánchez served as the assistant secretary for aviation and international affairs at the U.S. Department of Transportation (DOT). Prior to the DOT role, he served in the White House as a special assistant to former President Bill Clinton, and chief of staff to the Special Envoy to the Americas.

Prior to joining Holland & Knight, Mr. Sánchez was the chairman and CEO of CNS Global Advisors, providing strategic advice to companies and governments looking to expand in or resolve issues in foreign markets, including the U.S. Mr. Sánchez also serves as an advisor to a private equity firm concentrating on investment opportunities in the Arctic.

Honors & Awards

- *Hispanic Business* magazine, 100 Most Influential Hispanics
- *Poder Magazine*, Top Hispanics Nationwide

- National Points of Light Award, Recipient
- Governor's Points of Light Award for Outstanding Community Service, Florida, Recipient
- Alumni Hall of Fame, Boys and Girls Club of America

Memberships

- Council on Foreign Relations
- H. Lee Moffitt Cancer Center and Research Institute, Board of Directors
- Archer Daniels Midland (ADM), Board of Directors
- McLarty Associates, Board of Counselors
- Overseas Private Investment Corporation (OPIC), Former Member on Board of Directors
- The Brookings Institute, Former Non-Resident Fellow
- Transforming Tampa's Tomorrow, Economic Advisory Team

Education

- Harvard University Kennedy School of Government, M.A., Public Administration
- Florida State University College of Law, J.D.
- Florida State University, B.A., Business and Spanish

Bar Admissions/Licenses

- Florida

Leon Fresco



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Practices

Immigration | Litigation and Dispute Resolution

Industries

Healthcare & Life Sciences

Leon Fresco is an immigration attorney in Holland & Knight's Washington, D.C., office where he focuses his practice on providing global immigration representation to businesses and individuals. He also represents clients in administrative law matters, and has extensive appellate, commercial litigation and legislation experience. Mr. Fresco was the primary drafter of S.744, the U.S. Senate's comprehensive immigration reform bill of 2013. He uses his broad range of experience to develop creative solutions to achieve his clients' objectives, which often may involve multistage representation before administrative agencies and federal courts and the development of policy solutions.

Prior to joining Holland & Knight, Mr. Fresco was the Deputy Assistant Attorney General for the Office of Immigration Litigation at the U.S. Department of Justice (DOJ) Civil Division. In this position, Mr. Fresco provided litigation risk assessments to cabinet members in Executive Branch agencies. He also oversaw all civil immigration litigation on behalf of the federal government, including representation of the DOJ, the U.S. Department of Homeland Security (DHS), U.S. Department of Health and Human Services (HHS), U.S. Department of Labor (DOL) and the U.S. Department of State (DOS). This involved supervision of more than 350 attorneys working on nearly 10,000 cases per year. He also advised and assisted client agencies in drafting immigration regulations. In this capacity, and prior to entering government service, Mr. Fresco argued extensively in six of the federal appellate circuit courts, including several en banc arguments.

Prior to joining the DOJ, Mr. Fresco was the staff director for the Senate Judiciary Subcommittee on Immigration, handling matters involving immigration, refugees and border security, including managing the subcommittee's oversight functions involving the DOJ, DHS, HHS, DOL and DOS. He was the principal advisor to Sen. Chuck Schumer (D-N.Y.), former chairman of the subcommittee, on all aspects of immigration law and policy.

During his time on the subcommittee, Mr. Fresco drafted several pieces of legislation, including the 1) Border Security, Economic Opportunity and Immigration Modernization Act, 2) the James Zadroga 9/11 Health and Compensation Reauthorization Act, 3) the Emergency Border Security Supplemental Appropriations Act and 4) the Israel E-2 Visa Bill.

Mr. Fresco was an associate and a Chesterfield Smith Fellow in Holland & Knight's Miami office prior to his work in Washington, D.C. He also served as a law clerk to the Honorable Daniel T.K. Hurley of the U.S. District Court for the Southern District of Florida.

In May 2019, Mr. Fresco was appointed to the Homeland Security Advisory Council.

He has taught various courses on immigration law and ethics as an adjunct professor at The George Washington University Law School and American University, Washington College of Law.

In *Chambers USA – America's Leading Business Lawyers*, Mr. Fresco was recognized for Immigration in the 2018-2020 guides. One market source comments:

He is "incredibly responsive, hard-working and has an encyclopedic knowledge of matters within his specialty."

Honors & Awards

- *The Best Lawyers in America* guide, Immigration Law, 2020-2022
- Washington, D.C., *Super Lawyers* magazine, 2020
- *Chambers USA – America's Leading Business Lawyers* guide, Immigration, 2018-2021
- Immigration Trailblazer, *National Law Journal*, 2018
- South Florida Most Effective Pro Bono Lawyer, *Daily Business Review*, 2006-2009
- Charles G. Albom Prize, Yale Law School, 2003
- Simon Kuznets Fellowship Award, University of Pennsylvania, 1998

Memberships

- Homeland Security Advisory Council
- American Immigration Lawyers Association
- Hispanic National Bar Association

Education

- Yale Law School, J.D.
- University of Pennsylvania, B.A., Economics, Political Science, *summa cum laude*

Bar Admissions/Licenses

- District of Columbia
- Florida

Court Admissions

- All State Courts in Florida
- All Federal Courts in Florida
- U.S. Court of Appeals for the First Circuit
- U.S. Court of Appeals for the Second Circuit
- U.S. Court of Appeals for the Third Circuit
- U.S. Court of Appeals for the Fifth Circuit
- U.S. Court of Appeals for the Ninth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. Court of Appeals for the District of Columbia Circuit
- U.S. District Court for the Central District of California
- U.S. District Court for the Western District of Washington

Rafe Petersen



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Practices

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Industries

Energy and Natural Resources

Rafe Petersen is a partner in Holland & Knight's Washington, D.C. office and is a member of the firm's Government Section. He primarily focuses on litigation and counseling in administrative, environmental and the federal fair housing laws.

Mr. Petersen's environmental practice includes environmental compliance, enforcement and litigation, with an emphasis on water and natural resource issues under the National Environmental Policy Act (NEPA), the Clean Water Act (CWA), the Endangered Species Act (ESA), the Marine Mammal Protection Act (MMPA), the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.

Mr. Petersen assists clients in complex permitting and regulatory issues related to energy development, commercial and residential projects, mining and infrastructure. He is experienced in environmental litigation at both trial and appellate levels and defends clients in enforcement actions in administrative and federal courts. In addition, Mr. Petersen also assists clients in responding to rulemaking efforts by federal agencies and in litigating agency actions under the Administrative Procedure Act (APA).

For example, Mr. Petersen has assisted clients in the following matters:

- advising wind and solar energy developers on regulatory requirements and representing such clients in enforcement matters
- negotiating permits, responding to comments and assisting with preparation of other authorizations (e.g., Environmental Impact Statements) from federal agencies such as the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, Federal Transit Administration, U.S. Fish and Wildlife Service, National Marine Fisheries Service, Bureau of Ocean Energy Management, as well as various state and local equivalent agencies

- obtaining jurisdictional determinations and various types of permits under Section 404 of the Clean Water Act
- advising clients on public-private partnerships related to water infrastructure
- defending permits issued for a wide spectrum of activities, including transportation projects, mining operations, offshore drilling, oceanfront restoration, residential and commercial development
- negotiating incidental take permit coverage under the ESA and MMPA, including approval of several Habitat Conservation Plans
- participating in federal and state rulemaking related to wetlands, mitigation, stormwater management, water quality and the NEPA, as well as litigation related to federal rulemaking under the APA
- assisting landowners with Federal Emergency Management Agency (FEMA) map amendments
- defending against both private and federal government enforcement actions concerning stormwater management, impacts to wetland and streams, and "take" of endangered species
- counseling purchasers, sellers and lenders during environmental due diligence on a wide spectrum of business and real estate deals
- counseling landowners and material suppliers on regulations related to disposal of hazardous and other materials on property (e.g., coal ash)

Mr. Petersen also assists clients with compliance and litigation related to the Fair Housing Act (FHA) and the Americans with Disabilities Act (ADA). He provides advice concerning the requirements of the FHA and ADA and defends multifamily, condominium, hotel, timeshare, student housing, and commercial developers and managers against lawsuits pertaining to construction and design requirements of those statutes, as well as disability and accommodation claims by residents, guests and customers.

For example, Mr. Petersen has assisted clients in the following matters:

- defended insurance companies against disparate impact claims
- defended multifamily housing owners and managers against claims brought by the U.S. Department of Justice, U.S. Department of Housing and Urban Development and private advocacy groups related to the design and construction of communities and portfolios of property (e.g., "pattern and practice" cases)
- negotiated settlements of various lawsuits related to FHA and ADA violations
- counseled property owners and managers, banks, hotels and restaurants concerning the FHA and ADA requirements as well as obligations to meet the specific needs of disabled residents
- advising autonomous vehicle manufacturers regarding ADA requirements for design and operations

Mr. Petersen has published numerous articles on a wide variety of topics, including wetlands and endangered species issues, as well as fair housing issues. He is co-author of the ABA's *Endangered Species Deskbook* (2nd Edition 2010).

Honors & Awards

- Washington, D.C., *Super Lawyers* magazine, 2014-2020
- Outstanding Services Award, American Bar Association Military Pro Bono Project, 2012, 2016, 2017, 2020

- Holland & Knight Pro Bono All-Star, 2020
- Phi Beta Kappa
- Fulbright Scholar
- *The Environmental Lawyer*, a partnership between The George Washington University Law School and the American Bar Association's Section on Environment, Energy, and Resources, Editorial Board

Education

- The George Washington University Law School, J.D., *with honors*
- University of the Philippines, Fulbright Scholar
- Hobart College, B.A.

Bar Admissions/Licenses

- District of Columbia
- Maryland
- Virginia

Sample Client Communication

Please see our sample client communications on the next page.

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American Rescue Plan Act of 2021: Summary

March 10, 2021

Holland & Knight Alert

Christopher J. Armstrong | Joel E. Roberson | Nicole M. Elliott | Kara M. Ward | Miranda A. Franco | Leslie I. Pollner | Eve Maldonado O'Toole | Lauri A. Hettinger | Lisa Ann Barkovic | Kayla Gebeck Carroll | Ethan Jorgensen-Earp | Suzanne Michelle Joy | Jodi A. Richardson | Jenny Busby | Hannah M. Coulter

The U.S. House of Representatives on March 10, 2021, passed the Senate-amended H.R. 1319, the American Rescue Plan (ARP). The ARP provides \$1.9 trillion in additional relief to respond to the novel coronavirus (COVID-19). This follows the enactment of nearly \$4 trillion in COVID relief in 2020. President Joe Biden called for Congress to enact the ARP to provide relief for individuals and businesses struggling due to COVID-19, as well as to achieve other priorities of the Biden Administration and Congress. ARP includes provisions on aid to state and local governments, hard-hit industries and communities, tax changes affecting individuals and businesses, and other provisions.

The latest COVID relief legislation was enacted as part of Congress' fiscal year (FY) 2021 budget, and includes provisions impacting a wide variety of stakeholders. The following chart highlights some noteworthy provisions.

[Read full American Rescue Plan Summary »](#)

Highlights

Agriculture

- Food supply chain and agriculture pandemic response
- Emergency rural development grants for rural healthcare
- Pandemic program administration funds
- Funding for the USDA Office of Inspector General for oversight of COVID-related programs
- Farm loan assistance for socially disadvantaged farmers and ranchers
- USDA assistance and support for socially disadvantaged farmers, ranchers, forest land owners and operators, and groups
- Use of the Commodity Credit Corporation (CCC) for commodities and associated expenses

Nutrition Assistance

- Additional assistance for supplemental nutrition assistance program (SNAP) online purchasing and technology improvements
- Additional funding for other nutrition assistance programs
- Commodity supplemental food program
- Improvements to WIC benefits, program modernization
- Meals and supplements reimbursements for individuals who have not attained the age of 25

Education

- Funding for K-12 General Stabilization Fund
- Funding to help children experiencing homelessness

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- Higher Education Emergency Relief Fund (HEERF) for colleges and universities
- Stipulations for use

Childcare

- Aid for child care agencies and aid to providers affected by the pandemic

Water and Utility Assistance

- Funding for utility assistance through the Low Income Home Energy Assistance Program (LIHEAP)
- Funding for water assistance program

Healthcare – Public Health

- Funding for COVID-19 vaccine activities at the Centers for Disease Control and Prevention (CDC)
- Funding for vaccine confidence activities
- Funding for supply chain for COVID-19 vaccines, therapeutics and medical supplies
- Reduced cost-sharing

Healthcare – Testing

- Funding for COVID-19 testing, contact tracing and mitigation activities
- Funding for genomic sequencing and surveillance
- Funding for global health
- Funding for data modernization and forecasting center

Healthcare – Public Health Workforce and Public Health Investments

- Funding for public health workforce and medical reserve corps
- Funding for community health centers and community care
- Funding for National Health Service Corps, Nurse Corps
- Funding for teaching health centers that operate graduate medical education
- Funding for family planning

Healthcare – Mental Health and Substance Use Disorder

- Block grants for community mental health services
- Funding for mental health and substance use disorder training for healthcare professionals, paraprofessionals and public safety officers
- Funding for education and awareness campaign encouraging healthy work conditions and use of mental health and substance use disorder services by healthcare professionals
- Funding for community-based funding for local substance use disorder services and behavioral health needs
- Funding for pediatric mental health care access

Healthcare – Medicaid and Medicare

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- Mandatory coverage of COVID-19 vaccines and administration and treatment under Medicaid
 - Modifications to certain coverage under Medicaid for pregnant and postpartum women
 - State option to provide qualifying community-based mobile crisis intervention services
 - Floor on the Medicare area wage index for hospitals in all-urban states
 - Secretarial authority to temporarily waive or modify application of certain Medicare requirements with respect to ambulance services furnished during certain emergency periods
- Funding for Office of Inspector General

Defense Production Act

- Funding to carry out the Defense Production Act for medical supplies and equipment such as testing, personal protective equipment (PPE) and vaccines

Housing, Homelessness and Rental Assistance

- Emergency rental assistance and housing vouchers
- Emergency assistance for rural housing
- Homelessness assistance and supportive services program
- Homeowner Assistance Fund
- Fair Housing Initiatives Program

Public Transportation

- Federal Transit Administration grants, including funding for transit, operating assistance grants and Capital Investment grants

Disaster Relief

- Emergency Federal Employee Leave Fund
- Pandemic Response Accountability Committee funding availability
- Federal Emergency Management Agency appropriation
- Emergency food and shelter program funding
- Humanitarian relief
- Emergency management performance grant funding

Cybersecurity and Technology Modernization

- Funding for Cybersecurity and Infrastructure Security Agency, U.S. Digital Service, Technology Modernization Fund

Paycheck Protection Program (PPP)

- Additional funding for the PPP program
- Expands PPP eligibility to include tax-exempt nonprofits whose lobbying activities do not comprise more than 15 percent of its activities and certain Internet publishing organizations
- Adds COBRA premium assistance as an allowable payroll cost under the PPP program

Economic Injury Disaster Loans (EIDL)

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- Appropriates funding to the U.S. Small Business Administration (SBA) for EIDL grants for eligible small businesses

Restaurants

- New Restaurant Revitalization Fund to provide grants to eligible restaurants

Shuttered Venue Operators

- Additional funding for the Shuttered Venue Operators Grant Program

Aviation/Airlines

- Extension of Air Transportation Payroll Support Program
- Relief for airports
- Emergency TSA Employee Leave Fund

Broadband

- Funding for E-Rate support for emergency educational connections and devices

Unemployment Provisions

- Extension of unemployment insurance
- Unemployment insurance tax relief

Tax

- Additional \$1,400 per qualifying individual in direct stimulus payments
- Child Tax Credit, Earned Income Tax Credit
- Credits for Paid Sick and Family Leave
- Employee Retention Credit
- Extension of Excess Business Loss Limitation
- Expansion of limitation on excessive employee remuneration

State and Local Assistance

- Of the approximately \$350 billion for fiscal relief, 57 percent is allocated to states and 35 percent to local governments
- Allowable use of funds
- Reporting requirements, administration of recovery funds

Tribal Provisions

- Portion of COVID State Fiscal Recovery Fund allocated to tribal governments
- Funding for health services
- Housing assistance and supportive services programs
- Resources for the preservation and maintenance of Native American languages

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- Education funding

DISCLAIMER: Please note that the situation surrounding COVID-19 is evolving and that the subject matter discussed in these publications may change on a daily basis. Please contact your responsible Holland & Knight lawyer or the authors of this alert for timely advice.

Information contained in this alert is for the general education and knowledge of our readers. It is not designed to be, and should not be used as, the sole source of information when analyzing and resolving a legal problem, and it should not be substituted for legal advice, which relies on a specific factual analysis. Moreover, the laws of each jurisdiction are different and are constantly changing. This information is not intended to create, and receipt of it does not constitute, an attorney-client relationship. If you have specific questions regarding a particular fact situation, we urge you to consult the authors of this publication, your Holland & Knight representative or other competent legal counsel.



Christopher Armstrong is a Washington, D.C., attorney and a member of Holland & Knight's Public Policy & Regulation Group. His practice focuses on representing a broad range of companies, nonprofit entities and individuals through congressional investigations involving significant legal, regulatory and political risk. Mr. Armstrong also provides counsel and lobbying services regarding tax, healthcare and international trade matters.

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Joel E. Roberson is a Washington, D.C., attorney and a member of the firm's Public Policy & Regulation Practice Group. Mr. Roberson's practice focuses on public policy development, legislative advocacy and regulatory compliance with a strong emphasis in technology policy, as well as food and drug law. He has significant experience in bipartisan coalition building, strategy development and high-stakes negotiation on behalf of Fortune 500 companies, not-for-profit organizations, educational institutions and trade associations.

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Nicole Elliott is a tax attorney in Holland & Knight's Public Policy & Regulation Group in Washington, D.C. Prior to joining H&K, Ms. Elliott was a U.S. Treasury Executive and member of the senior executive team with the Internal Revenue Service acting as Senior Advisor to Commissioner John A. Koskinen.

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Kara Ward is a Washington, D.C., attorney and member of Holland & Knight's Public Policy & Regulation Group. Ms. Ward focuses her practice on financial services and the housing finance market. She has experience with issues related to housing finance reform, servicing, insurance, consumer financial services, blockchain and community economic development.

Combining federal and private practice experience, Ms. Ward provides various financial service companies and trade group clients with policy analysis and strategic advice to advance their business objectives on Capitol Hill and in the Executive branch.

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Miranda Franco is a senior policy advisor in Holland & Knight's Washington, D.C., office and a member

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of the firm's Public Policy & Regulation Group. She has nearly two decades of collective experience in health policy and government relations, representing advocacy positions to policymakers, national physician specialty societies, state medical societies, hospitals and other healthcare organizations.

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Leslie Pollner is co-leader of Holland & Knight's Local Government Group and a member of the firm's Public Policy & Regulation Group. Ms. Pollner focuses on several key industries, including transportation, economic development and housing. Her extensive experience in government at both the federal and local level allows her to help clients develop innovative solutions and advocacy strategies to achieve results.

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Eve Maldonado O'Toole is leader of Holland & Knight's Local Government Group. She brings more than 20 years of federal lobbying experience, with substantial background in local government/public sector advocacy, regulatory, appropriations and policy development, and in establishing and executing local public-private partnerships, successful grassroots campaigns and coalitions, and positioning state and local officials and municipalities nationally.

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Lauri Hettinger is a senior policy advisor in the Public Policy & Regulation Group in the Washington, D.C., office of Holland & Knight. Ms. Hettinger advocates for local government municipalities' and industry's infrastructure needs, including surface transportation, water resources, economic development and Army Corps of Engineers.

Prior to joining Holland & Knight, Ms. Hettinger served as staff director for the Senate Environment and Public Works Committee's Subcommittee on Transportation and Infrastructure Ranking Member George Voinovich (R-OH). In this role, she served as his primary advisor on transportation, water infrastructure, environment, Army Corps of Engineers and economic development. Ms. Hettinger also served as a legislative assistant to Senator Norm Coleman (R-MN), handling his infrastructure, environment, energy and appropriations issues. During the 2002 election cycle, Ms. Hettinger was a senior research analyst for the National Republican Senatorial Committee. She started her legislative career in the office of Senator Strom Thurmond as a legislative correspondent.

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Lisa Barkovic is a senior policy advisor with the Public Policy & Regulation Group. Ms. Barkovic has extensive experience in the areas of federal appropriations, transportation, environment, energy, and homeland security.

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Kayla Gebeck Carroll is an attorney in Holland & Knight's Public Policy and Regulation Group. Ms. Gebeck Carroll provides strategic advice and counsel as well as developing federal advocacy strategies for corporations, coalitions, tribal governments and Alaska Native Corporations before Congress and the executive branch. Ms. Gebeck Carroll's areas of focus include agriculture, trade, natural resources, environment, transportation, tax, appropriations, economic development and diversification, government contracts, self-governance, social services, trust land and United States-Canada border crossing.

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Ethan Jorgensen-Earp is a member of the firm's Public Policy & Regulation Group and a Washington, D.C., senior public affairs advisor with considerable experience in healthcare and life sciences policy development and government affairs.

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Suzanne M. Joy is a senior public affairs advisor in Holland & Knight's Washington, D.C., office and a member of the firm's Public Policy & Regulation Group. Ms. Joy focuses her practice in healthcare policy and advocacy

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Jodi Richardson is a Washington, D.C., public affairs advisor and a member of the firm's Public Policy & Regulation Group. Ms. Richardson has worked in the political and public sectors for nearly a decade, handling campaigns at the local, state and national levels. She uses her experience to help clients navigate Capitol Hill and its interaction with businesses, individuals and others affected by lawmaker decisions.

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Jenny Busby is a Washington, D.C., public affairs advisor in Holland & Knight's Public Policy & Regulation Group.

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Hannah Coulter is a legislative assistant and strategic communications assistant in Holland & Knight's Washington, D.C., office and a member of the firm's Public Policy & Regulation Group. Ms. Coulter serves clients on legislative and regulatory policy, strategic communications, and energy and environmental matters.

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Public Policy & Regulation Group

EYES ON WASHINGTON

September 13, 2021

In This Issue:

Capitol Hill Recap

- **House Panels Advance Economic Plans**

The Week Ahead

- **House Panels Weigh Budget Bills**
- **Congress Plots Continuing Resolution Through December**
- **Congressional Calendar**

Capitol Hill Recap

House Panels Advance Economic Plans

- Last week, President Joe Biden's economic agenda took steps forward as House Democrats advanced key components of the \$3.5 trillion budget reconciliation package.
- Key House committee votes included:
 - The Agriculture Committee approved its package
 - The Education and Labor Committee approved its package
 - The Oversight and Reform Committee approved its package
 - The Small Business Committee approved its package
 - The Science, Space and Technology Committee approved its package
 - The Natural Resources Committee approved its package



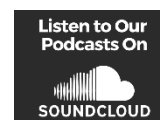
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House Panels Weigh Budget Bills

- This week, House committees will continue marking up portions of the \$3.5 trillion reconciliation package.
- Several House committees began considering their measures earlier this month, but the speed and volume of work will increase sharply this week as Democrats work to pass the measure using budget reconciliation before the end of September, allowing the Senate to pass the plan without Republican support.
- Sen. Joe Manchin (D-W.Va.), a moderate whose vote is crucial in the evenly split Senate, renewed his objections over the weekend to the reconciliation bill. He said that he cannot support the price tag, does not see the urgency and is concerned about inflation and the impact of higher corporate taxes on U.S. competitiveness.
- In an effort to appeal to moderates, the House Ways and Means Committee unveiled a package with tax increases that falls short of President Joe Biden's ambition. The panel's proposal would raise the top corporate tax rate from 21 percent to 26.5 percent, less than the 28 percent President Biden had sought. The top rate on capital gains would rise from 20 percent to 25 percent, instead of the 39.6 percent that Biden proposed.
- The week's schedule for House budget reconciliation markups follows:
 - Monday, Sept. 13:
 - Agriculture
 - Energy and Commerce
 - Financial Services
 - Judiciary
 - Veterans Affairs
 - Tuesday, Sept. 14:
 - Homeland Security
 - Transportation and Infrastructure
 - Ways and Means
- Committee resources available to date are as follows:

Committee	Status	Resources
Veterans Affairs	Markup on Sept. 13 at 2 p.m. ET	<ul style="list-style-type: none"> • Text of Legislation
Homeland Security	Markup on Sept. 14 at 12 p.m. ET	<ul style="list-style-type: none"> • Text of Legislation
Judiciary	Markup on Sept. 13 at 10 a.m. ET	<ul style="list-style-type: none"> • Text of Legislation • Brief Overview
Transportation and Infrastructure	Markup on Sept. 14 at 10 a.m. ET	<ul style="list-style-type: none"> • Text of Legislation • Section-by-Section

Energy and Commerce	Markup on Monday, Sept. 13 at 11 a.m. ET	<ul style="list-style-type: none"> • Section-by-Section • Fact Sheet • Text of Legislation
Financial Services	Markup on Monday, Sept. 13 at 12 p.m.	<ul style="list-style-type: none"> • Text of Legislation • Summary
Ways and Means (Subtitles F-J)	Markup on Sept. 14 at 9 a.m. ET	<ul style="list-style-type: none"> • Text of Legislation • Section-by-Section
Ways and Means (Subtitles A-E)	Markup held Sept. 9 and 10	<ul style="list-style-type: none"> • Subtitles A-E • Section-by-Section of Subtitles A-E
Natural Resources	Markup held	<ul style="list-style-type: none"> • Text of Legislation • Overview
Science, Space and Technology	Markup held	<ul style="list-style-type: none"> • Text of Legislation • Markup Results
Agriculture	Markup held, also will be held on Sept. 13	<ul style="list-style-type: none"> • Text of Legislation • Fact Sheet
Oversight and Reform	Markup held	<ul style="list-style-type: none"> • Summary
Small Business	Markup held	<ul style="list-style-type: none"> • Text of Legislation • Section-by-Section
Education and Labor	Markup held	<ul style="list-style-type: none"> • Text of Legislation • Fact Sheet

Congress Plots Continuing Resolution Through December

- As Congress returns from August recess, lawmakers are returning to consider the debt ceiling and the threat of a shutdown as government funding runs out in less than 20 days.
- House Democrats plan to pass a stopgap spending bill the week of September 20, 2021, to ward off the threat of a government shutdown at month's end.
- Majority Leader Steny Hoyer (D-Md.) privately told Democrats of the plan last week that party leaders are eyeing December 10, 2021, as a possible end date for a continuing resolution to keep the government open beyond September 30, although the length of that patch has yet to be finalized.
 - "While the House has already completed the vast majority of our appropriations work, Congress must pass a continuing resolution to keep government open and serving our communities as we negotiate final funding bills that invest in working families," House Appropriations Chair Rosa DeLauro (D-Conn.) said in a statement.
- Hoyer warned lawmakers on Friday that House leaders might have to add extra voting days in October to accommodate a jam-packed schedule, including passage of President Joe Biden's social spending plan.
- Democratic leaders are considering combining that funding bill with action to handle the debt ceiling, in addition to funding for hurricane and flood damages, Afghan resettlement efforts and other priorities.

- A limit on the nation's ability to borrow money was reinstated on August 1, 2021. Since then, the U.S. Department of the Treasury has taken "extraordinary measures" to conserve funds and keep paying the government's bills on time.
- Last week, the White House released a [list of spending requests](#) that it wants Congress to include in an upcoming continuing resolution to extend federal funding beyond the October 1, 2021, start of the new fiscal year. The administration is seeking at least \$24 billion to address hurricane damage, as well as \$6.4 billion to help Afghan allies and partners settle in the U.S. and eventually pursue citizenship.

Congressional Calendar

Senate Hearings

Committee on Agriculture, Nutrition and Forestry Committee

Milk Pricing: Areas for improvement and Reform

Subcommittee on Livestock, Dairy, Poultry, Local Food Systems, and Food Safety and Security

Sept. 15, 9:30 a.m., 301 Russell Bldg.

Committee on Banking, Housing, and Urban Affairs

Oversight of the U.S. Securities and Exchange Commission

Full Committee

Sept. 14, 10 a.m., 538 Dirksen Bldg.

Committee on Commerce, Science, and Transportation

Full Committee

Executive Session and Nominations

Sept. 15, 10 a.m., 253 Russell Bldg.

Committee on Environment and Public Works

Business Meeting and Hearing on EPA Nominees

Full Committee

Sept. 15, 9:30 a.m., 406 Dirksen Bldg.

Committee on Foreign Relations

Examining the U.S. Withdrawal from Afghanistan

Full Committee

Sept. 14, 10 a.m., 106 Dirksen Bldg.

Nominations Hearing

Full Committee

Sept. 15, 10:30 a.m., G50 Dirksen Bldg.

Nominations Hearing

Full Committee

Sept. 15, 2:30 p.m., Virtual Forum

Committee on Homeland Security and Governmental Affairs

Nominations Hearing

Full Committee

Sept. 14, 2:30 p.m., 342 Dirksen Bldg.

Committee on the Judiciary

Nominations Hearing

Full Committee

Sept. 14, 10 a.m., 226 Dirksen Bldg.

Business Meeting

Full Committee

Sept. 15, 9:45 a.m., 216 Hart Bldg.

Examining the Inspector General's Report on the FBI's Handling of the Larry Nassar Investigation
Full Committee
Sept. 15, 10 a.m., 216 Hart Bldg.

Select Committee on Intelligence

Closed Briefing: Intelligence Matters
Sept. 14, 2:30 p.m., 219 Hart Bldg.

House Hearings

Committee on Energy and Commerce

Markup of the Build Back Better Act
Full Committee
Sept. 13, 11 a.m., 2123 Rayburn Bldg.

Committee on Financial Services

Markup of Reconciliation on S. Con. Res 14, H.R. 5195, and H.R. 5196
Full Committee
Sept. 13, 12 p.m., 2128 Rayburn Bldg.

Committee on Foreign Affairs

Afghanistan 2001-2021: Evaluating the Withdrawal and U.S. Policies – Part I
Sept. 13, 2 p.m., 2172 Rayburn Bldg.

Changing Dynamics in the South China Sea
Subcommittee on Asia, the Pacific, Central Asia, and Nonproliferation
Sept. 14, 11 a.m., Virtual Forum

Committee on the Judiciary

Markup of Reconciliation Directive on the Budget for FY22
Full Committee
Sept. 13, 10 a.m., 200 Capitol Visitor Center

Committee on Science, Space, and Technology

Subcommittee on Investigations and Oversight
The Disinformation Black Box: Researching Social Media Data
Sept. 14, 2 p.m., Virtual Forum

Committee on Small Business

National Small Business Week: Celebrating Our Main Street Champions
Full Committee
Sept. 14, 11 a.m., Zoom Conference

Committee on Transportation and Infrastructure

Markup of Reconciliation on S. Con. Res 14, H.R. 5195, and H.R. 5196
Full Committee
Sept. 14, 10 a.m., 2167 Rayburn Bldg.

Committee on Veteran Affairs

Markup of Reconciliation on S. Con. Res 14
Full Committee
Sept. 13, 2 p.m., Virtual Forum

DISCLAIMER: Please note that the situation surrounding COVID-19 is evolving and that the subject matter discussed in these publications may change on a daily basis. Please contact your responsible Holland & Knight lawyer or the author of this alert for timely advice.

About Our Public Policy & Regulation Practice

Holland & Knight's Public Policy & Regulation Group uses its in-depth understanding of governmental operations and political perspectives to help advance our clients' strategic objectives and solve problems.

As advocates for our clients, we are committed to helping shape public policy decisions through careful, strategic positioning combined with a deep understanding of our clients' evolving needs. Our team offers depth, diversity and a bipartisan approach that adapts well to changes in the political climate.

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Holland & Knight is a global law firm with approximately 1,600 lawyers and other professionals in 30 offices worldwide. The firm's lawyers and advisors provide representation in litigation, corporate and finance, real estate and governmental matters. Interdisciplinary practice groups and industry-based teams provide clients with efficient access to attorneys throughout the firm.

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Eyes on Energy & Climate: Week of September 6 - September 10

Holland & Knight has been tracking each of the items below, and we are happy to provide more detail about any of these items upon request.

Key Updates

House Committees continued to mark up their respective titles of the \$3.5 trillion budget reconciliation package. Democratic leaders' goal is to have the tax and spending package wrapped by the end of the month, so that the House can vote on final passage of the \$550 billion bipartisan infrastructure bill.

As the deadline to fund the federal government quickly approaches on Sept. 30, House Majority Leader Hoyer said he hopes to bring a stopgap spending bill to the House floor the week of Sept. 20.

Congress

House Updates

- Energy & Commerce Committee released its legislative recommendations for its budget reconciliation [title](#). Markup slated for Sept. 13 at 11 a.m. (EDT). Recommendations include those relating to:
 - [Energy](#)
 - [Air Pollution](#)
 - [Manufacturing Supply Chain](#)
 - [Drinking Water](#)
 - [Hazardous Materials](#)
- Natural Resources Committee [approved](#) its budget reconciliation title.
 - [Revenue-raisers](#)
 - [Investments](#)
 - [Committee Print](#)
- Science Committee approved its budget reconciliation title.
 - [Committee Print](#)
- Agriculture Committee [approved](#) its budget reconciliation title.

- o [Fact Sheet](#)
- o [Committee Print](#)

New Legislation

- Carbon Capture and Sequestration Expansion Act to extend and modify the credit for carbon oxide sequestration (§45Q) [[H.R. 5194](#) (Sewell)]
- Just Transition for Energy Communities Act to provide resources to help state and Tribal governments that are reliant on fossil fuel development, production, and utilization to diversify and grow their economies [introduced](#) in House. [[H.R. 5193](#) (Fernandez)]
- Clean Hydrogen Production and Investment Tax Credit Act providing a tax credit for production of blue and green hydrogen [introduced](#) in House [[H.R. 5192](#) (Larson)]
- New Home Energy Efficiency Act to reinstate and extend the new home energy efficiency tax credit introduced in House [[H.R. 5188](#) (Gomez)]
- Home Energy Savings Act to extend, increase, and modify the nonbusiness energy property credit [[H.R. 5187](#) (Gomez)]
- CORE Justice Act to provide educational institutions a tax credit for facilitating environmental justice programming [[H.R. 5185](#) (Evans)]
- Low-Income Housing Renewable Energy Credit Act to provide for an increase in energy credit for solar facilities placed in service with low-income communities [[H.R. 5183](#) (Davis)]
- Energy Efficient Commercial Buildings Act to extend the energy efficient commercial buildings tax credit (§179D) [[H.R. 5181](#) (Blumenauer)]
- Green VAN Act to establish a 30% tax credit for manufacturers of zero-emission heavy duty vehicles like work vans and trucks [introduced](#) in House [[H.R. 5180](#) (Beyer)]
- NET Zero Act [[H.R. 5179](#) (Beyer)]
- Incentivizing Solar Deployment Act to provide a PTC for solar energy [introduced](#) in House [[H.R. 5175](#) (Suozzi)]

Administration Updates

White House

- White Host hosts Roundtable on Sustainable Aviation Fuel (SAF), announce federal programs and corporate commitments to scale SAF
 - o DOE, DOT, and USDA sign a [memorandum of understanding \(MOU\)](#) to collaborate on RD&D to reach goals of supplying at least 3 billion gallons of SAF per year by 2030 and sufficient SAF to meet 100% of aviation fuel demand – currently 35 billion gallons per year – by 2050.
- President Biden [announced](#) his intent to nominate Willie Phillips to FERC. Phillips currently serves as chairman of DC's Public Service Commission.
- President Biden hails unions in Labor Day [speech](#), doubling down on the Administration's commitment

to workers.

Agency Highlights

- DOT [awards](#) \$100M to develop sustainable aircraft technology
- EPA [announces](#) first limits to PFAS in wastewater regulations

Legal Highlights

- Coal [handed a victory](#) in Wyoming courts, avoiding paying full royalties on material extracted from public land as rule is struck down; oil regs to stay in place

Department of Energy

DOE FOAs & RFIs

- [DE-FOA-0002519](#): Funding Opportunity Announcement (FOA) for Natural Gas Demand Response Pilot Program. Deadline: 12/31/2021

DOE Awards

- DOE [awards](#) \$65 million for aviation and marine biofuels research

DOE Updates

- DOE [releases](#) Solar Futures Study on the energy source's potential in the U.S.
- DOE [authorizes](#) second SPR exchange in response to Hurricane Ida
- VTO Federal Consortium for Advanced Batteries (FCAB) released the [Pre-application Battery Test Manual](#)
- DOE opens [registration](#) for Long Duration Storage Shot Summit on Sept. 23, 2021

In the News

News Articles

- Offshore operators face big Ida losses as insurers trim cover ([Reuters](#))
- Battery Makers Tied to Power Grid Attract Big Investors ([Wall Street Journal](#))
- Biden officials trumpet how solar can provide nearly half of the nation's electricity by 2050 ([Washington Post](#))
- Advocates Press Congress for More Flexible Renewable Tax Credits ([Bloomberg](#))
- Aircraft emissions present a roadblock to supply chain sustainability goals ([Supply Chain Dive](#))
- Supercomputers Predict Rare Earth Market Vulnerabilities ([National Defense Magazine](#))

Notable Letters, Reports, and Analysis

- BW Research Partnership issues report finding that Black, female employment lags in clean energy sector
- Coalition of 1,500 green groups [call for](#) U.S. COP26 climate talks to be postponed due to concerns over safety, inclusivity



Pro-Jobs, Pro-Family, Pro-Security Policy Platform 2021 Action Plan

Overall Actions on All Policies: For each Goal, we will work with our stakeholder partners, including the National League of Cities (NLC), the National Alliance to End Homelessness (NAEH) and organizations like the U.S. Conference of Mayors (USCM), the National Low Income Housing Coalition (NLIHC) and others to collaborate and amplify shared strategies towards achieving that Goal. Examples would include collaborating with NLC, NLIHC, USCM on their pivotal meetings. Collaborations could include participating in joint forums, resolutions, joint letters to the Administration and Congress, joint polls/surveys and others.

We recommend all cities and coalition business members keep a running tally of best practices so that we can regularly update the Administration and Congress on what is working and challenges you are facing, particularly relative to COVID-19 relief.

We also recommend M&C Mayors engage their Senators and Members of Congress to hold virtual meetings/calls and/or submit our policy platform to advance it into legislative action; plug-into Biden-Harris policy tours to demonstrate what housing/homelessness funds have done and can do; and engage their local businesses in campaigns supporting the M&C Policy Platform, similar to efforts by the City of Philadelphia to partner with third parties (Greater Philadelphia Association of Realtors, Building Industry Association of Philadelphia, Philadelphia Chamber).

We recommend city and business leaders and spokespersons message into Administration and Congressional policy discussions (e.g., climate, equity). Please keep the M&C team informed on conversations and messaging to help amplify).

On June 24, 2021, NBC News published our co-chairs' op-ed outlining the entire M&C Policy Platform as delineated below. The White House announced extending the national eviction and foreclosure moratorium later that day.

Goal 1: Scale what works

Support and increase funding for existing federal programs that have been proven effective, including making Section 8 Housing Choice Vouchers (HCVs) available to all eligible households, support Continuum of Care Homeless Assistance Grants, Emergency Solutions Grants (ESG), HOME Investments Partnerships Program (HOME), National Housing Trust Fund and Community Development Block Grants and scaling up the Low-Income Housing Tax Credit. Support building on the Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) model by creating a comprehensive HUD-Health and Human Services program to help families and individuals experiencing homelessness who have mental health or substance abuse issues or other barriers to assistance. In addition, permanently authorize the HUD-VASH program.

Situation Analysis

- FY22 President's Proposed Budget was released last month and the the appropriations process has begun. Since budget agreement has expired, Congress will need to determine the top-line of budget, discretionary vs. non-discretionary.

Actions and Tactics

- Action 1: Urge appropriators for strongest-possible topline HUD budget and programs that target affordable housing and homeless assistance, e.g., Section 8, Continuum of Care Homeless Assistance Grants, Emergency Solutions Grants (ESG), HOME Investments Partnerships Program (HOME), National Housing Trust Fund and Community Development Block Grants.
 - M&C Mayors reach out to House and Senate THUD Appropriations, Senate Majority Leader Schumer (D-NY), Senate Minority Leader McConnell (R-KY), Speaker Pelosi (D-CA) and House Minority Leader McCarthy (R-CA) and their respective teams, on the necessity of funding for these programs
 - Tactic: M&C Mayors urge their members of congress to weigh-in with Appropriations Committees and Big Four (House/Senate leadership)
 - Tactic: Identify and mobilize stakeholders and grassroots nationally, in M&C cities and relevant committee chairs' districts/states
 - Tactic: Highlight programs working on the local level through social media video interviews, as appropriate
 - Tactic: Social media amplification on issue
 - Tactic: geotargeted digital ads in relevant jurisdictions.
- Action 2: Housing Choice Vouchers (HCVs) available to all eligible households.
 - *Target vehicles: Infrastructure package and FY 22 Appropriations*
 - Tactic: work closely with Biden Administration and Congress to support making program eligible to all households, and pursuing any necessary reforms to strengthen and make HCV program more effective
 - Tactic: Survey M&C members on need and impact if eligibility was expanded; identify specific success stories as appropriate. To scale up program, potentially focus on sub-populations like homeless families, seniors
 - Tactic: Identify and mobilize stakeholders and grassroots nationally, in M&C cities and relevant committee chairs' districts/states
 - Tactic: M&C Mayors reach out to THUD Appropriations, Budget Committees, House Financial Services Chairwoman Waters (D-CA), Senate Banking, Housing and Urban Affairs Chairman Sherrod Brown (D-OH), Senate Majority Leader Schumer (D-NY), Senate Minority Leader McConnell (R-KY), Speaker Pelosi (D-CA) and House Minority Leader McCarthy (R-CA) and their respective teams, on the necessity of scaling-up this proposal
 - Tactic: M&C Mayors urge their members of congress to weigh-in with relevant committees and Big Four (House/Senate leadership)
 - Tactic: Highlight success stories on social media through video interviews, as appropriate
 - Tactic: Social media amplification on issue
 - Tactic: geotargeted digital ads in relevant jurisdictions.

- Action 3: Support S. 1136 and H.R. 2573, the Affordable Housing Credit Improvement Act
 - M&C Mayors reach out to House and Senate THUD Appropriations, Senate Majority Leader Schumer (D-NY), Senate Minority Leader McConnell (R-KY), Speaker Pelosi (D-CA) and House Minority Leader McCarthy (R-CA) and their respective teams, on the necessity of funding for these programs
 - Tactic: M&C Mayors urge their members of congress to weigh-in with Appropriations Committees and Big Four (House/Senate leadership)
 - Tactic: Identify and mobilize stakeholders and grassroots nationally, in M&C cities and relevant committee chairs' districts/states
 - Tactic: Highlight programs working on the local level through social media video interviews, as appropriate
 - Tactic: Social media amplification on issue
 - Tactic: geotargeted digital ads in relevant jurisdictions.

- Action 4: Support reintroduction of Sens. Feinstein-Reps. Murkowski/Lieu-Stivers legislation that would establish a flexible HUD-HHS Program
 - Tactic: Work with Feinstein-Murkowski/Lieu-Stivers on reintroduction, urging a larger authorization level to account for COVID-19 impact
 - Tactic: Meet with HHS Secretary Becerra/senior leadership to urge for stronger focus on homelessness
 - Tactic: To demonstrate the value of a HUD-HHS model, highlight success stories of housing paired with supportive services on social media through video interviews, as appropriate
 - Tactic: Social media amplification on issue
 - Tactic: geotargeted digital ads in relevant jurisdictions

- Action 5: Urge permanent authorization of HUD-VASH and make any necessary reforms
 - Tactic: Work with House Financial Services and Veterans Affairs committees to permanently authorize programs.
 - Tactic: Meet with VA Sec. McDonough/senior leadership to seek any additional reforms to enhance the program.
 - Tactic: To demonstrate value of HUD-VASH program, highlight success stories on social media through video interviews, as appropriate, with veterans housed due to the program

- *For discussion: urging that Medicaid cover homeless supportive services*

Goal 2: Treat housing as infrastructure

Include housing production and preservation in any infrastructure plan developed by Congress or the Administration. Set ambitious goals and expand tools and financing for housing production and preservation to stimulate private market production of affordable housing and to accelerate housing production at the extremely low-income level. Provide incentives for new housing construction near concentrated employment centers.

Situation Analysis

- As expressed by Speaker Pelosi, Congress plans to move on an infrastructure bill with potential passage by July 4.
- The focus will be Biden's American Jobs Plan and the infrastructure bill passed by the House in the last Congress. That legislation included House Financial Services Chair Waters' Housing Is Infrastructure bill provisions, which mainly – in order to stimulate the economy quickly – increase resources through existing programs. M&C team will work with coalition members to develop new ideas to potentially advance as part of the infrastructure package. Potential ideas to advance: Transit-Oriented Development, creation of a Housing Innovation Fund and an Office of Innovation within HUD.

Actions and Tactics

- Action 1: Urge Congress to include housing in infrastructure bill
 - Tactic: M&C letter to Congressional leadership urging for strong housing investment in the infrastructure package
 - Tactic: Continue working with House Financial Services Chairwoman Waters (D-CA), Senate Banking, Housing and Urban Affairs Chairman Sherrod Brown (D-OH), Sens. Schumer (D-NY) and McConnell (R-KY), Speaker Pelosi (D-CA) and Minority Leader McCarthy (R-CA) and their respective teams to ensure housing is in final infrastructure package.
 - Tactic: M&C Mayors weigh-in with their local Senators Members of Congress House Financial Services Chairwoman Waters (D-CA), Senate Banking, Housing and Urban Affairs Chairman Sherrod Brown (D-OH), Sens. Schumer (D-NY) and McConnell (R-KY), Speaker Pelosi (D-CA) and Minority Leader McCarthy (R-CA)
 - Tactic: M&C Mayors communicate in-market about need for housing inclusion in infrastructure bill
 - Tactic: Write and publish joint M&C Mayor/CEO op-ed on housing's benefit to economy
 - Tactic: Social media amplification on issue, tagging #HousingIsInfrastructure, #HII throughout
 - Tactic: geotargeted digital ads in relevant jurisdictions demonstrating how treating housing as infrastructure has benefited Canada, Australia, EU (e.g., UK, Finland, Austria)
 - Tactic: Write and publish joint op-ed between M&C city mayor and 'sister city' mayor in a country where housing is treated as infrastructure
 - Tactic: as available, video interviews for social media with UK, Finland, Austria embassy staff discussing how treating housing as infrastructure is a benefit back home in their country

- Action 2: Urge Administration to strongly advocate that housing is infrastructure
 - Tactic: Continue working with White House housing team, HUD senior leadership
 - Tactic: Social media amplification on issue, tagging #HousingIsInfrastructure, #HII throughout
 - Tactic: DC-geotargeted digital ads demonstrating how treating housing as infrastructure has benefited Canada, Australia, EU (e.g., UK, Finland, Austria)
 - Tactic: Write and publish joint op-ed between M&C city mayor and 'sister city' mayor in a country where housing is treated as infrastructure
 - Tactic: as available, video interviews for social media with UK, Finland, Austria embassy staff discussing how treating housing as infrastructure is a benefit back home in their country

- Action 3: Identify and activate third parties
 - Work with M&C partners NLC, NLIHC, NAEH, Enterprise, LCC, LACCD
 - Work with Waters team to build out stakeholder list of those calling for housing to be infrastructure

Goal 3: Stop homelessness before it happens

Invest in cost-effective strategies to prevent housing-insecure families from becoming homeless in the first place by expanding recent successful efforts, like the existing Emergency Rental Assistance Program, into a permanent stabilizing fund to provide one-time, short-term emergency housing assistance to very low-income households that lack any cushion when facing a housing emergency. Invest in prevention and stabilization up front to reduce demand for expensive services once a household falls in homelessness.

- Action 1: continue to work with Congress to establish a housing stabilization fund
 - Tactic: Letter of support/call to action
 - Tactic: survey of coalition mayors who have embarked on the program to demonstrate the need and models that work (e.g., Keep Oakland Housed)
 - Tactic: Social media amplification on issue
 - Tactic: geotargeted digital ads in relevant jurisdictions

Goal 4: Cut red tape

Streamline and allow more local flexibility in existing federal housing programs to make these programs more effective. Urge HUD to consider changes to their regulations that would make resource allocation more equitable, provide flexibility in funding innovative housing and shelter models, improve our ability to utilize private market housing, and reduce local inefficiencies created by incompatible federal practices.

- Action 1: Survey M&C Mayors for key things this Administration can do through regulatory or executive action, such as Fair Market Rent valuations, that will advance our goals on homelessness and housing. Down-select from this list to prioritize what is sent in a letter to the Administration

- Action 2: Work with Congress to support platform and advocate for its policy provisions to the Administration
 - Tactic: Social media amplification on issue

- Tactic: geotargeted digital ads in relevant jurisdictions

Goal 5: Invest in new ideas

Create a Housing Innovation Fund that encourages new funding for innovative affordable housing models and innovative building techniques that support the development of collaborative, cross-sector projects in local communities to address homelessness and affordable housing challenges.

- Action 1: continue to work with Congress to establish a housing stabilization fund
 - Tactic: Letter of support/call to action
 - Tactic: survey of coalition mayors who have embarked on the program to demonstrate the need and models that work (e.g., Keep Oakland Housed)
 - Tactic: Social media amplification on issue
 - Tactic: geotargeted digital ads in relevant jurisdictions



Mayors & CEOs for U.S. Housing Investment Policy Platform

Scale what works: Support and increase funding for existing federal programs that have been proven effective, including making Section 8 Housing Choice Vouchers (HCVs) available to all eligible households, support Continuum of Care Homeless Assistance Grants, Emergency Solutions Grants (ESG), HOME Investments Partnerships Program (HOME), and Community Development Block Grants.

Support building on the HUD-Veterans Affairs Supportive Housing (HUD-VASH) model by creating a comprehensive HUD-HHS program to help families and individuals experiencing homelessness who have mental health or substance abuse issues or other barriers to assistance. In addition, permanently authorize the HUD-VASH program.

Treat housing as infrastructure: Include housing production and preservation in any infrastructure plan developed by Congress or the Administration. Set ambitious goals and expand tools and financing for housing production and preservation to stimulate private market production of affordable housing and to accelerate housing production at the extremely low income level. Provide incentives for new affordable and attainable housing construction near concentrated employment centers.

Stop homelessness before it happens: Invest in cost-effective strategies to prevent housing-insecure families from becoming homeless in the first place by expanding recent successful efforts, like the existing Emergency Rental Assistance Program, into a permanent stabilizing fund to provide one-time, short-term emergency housing assistance to very low-income households that lack any cushion when facing a housing emergency. Invest in prevention and stabilization up front to reduce demand for expensive services once a household falls in homelessness.

Cut red tape: Streamline and allow more local flexibility in existing federal housing programs to make these programs more effective. Urge HUD to consider changes to their regulations that would make resource allocation more equitable, provide flexibility in funding innovative housing and shelter models, improve our ability to utilize private market housing, and reduce local inefficiencies created by incompatible federal practices.

Invest in new ideas: Create a Housing Innovation Fund that encourages new funding for innovative affordable housing models and innovative building techniques that support the development of collaborative, cross-sector projects in local communities to address homelessness and affordable housing challenges.

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CITY OF PHOENIX SUMMARY OF ACTIVITIES

September 8 - 13, 2021

This report has been prepared for the City of Phoenix by Holland & Knight LLP to provide an overview of federal and congressional activities for the period of September 8 - 13, 2021.

The Week Ahead

- The Senate returned on Monday, September 13. While it is a short week due to Yom Kippur, the Senate will work on nominations and committee work.
- The House has a scheduled committee work week to mark-up the reconciliation bill. The House will return on Monday, September 20, for floor votes.

Congress

House Holds Reconciliation Markups

- Several House committees began considering their measures earlier this month, but the speed and volume of work will increase sharply this week as Democrats work to pass the measure using budget reconciliation before the end of September, allowing the Senate to pass the plan without Republican support.
- Last week, seven committees held markups of their reconciliation bills. These included Ways and Means (Subtitles A-E), Natural Resources, Science, Space and Technology, Agriculture, Oversight and Reform, Small Business, and Education and Labor.
- Five House committees held markups of reconciliation provisions on Monday, September 13: Agriculture, Energy and Commerce, Financial Services, Judiciary, and Veterans' Affairs. On September 14, Ways and Means (Subtitles F-J) and Transportation and Infrastructure will mark up their provisions. Points of contention remain on Medicare and Medicaid funding, as well as potential extension of Obamacare funding.

Continuing Resolution Negotiations Begin

- The end of fiscal year (FY) 2021 is quickly approaching on September 30. Last week, staff from the House and Senate Appropriations Committees met to discuss a continuing resolution (CR) to keep federal agencies open through December 3 or December 10.
- However, the debt limit will expire at some point in October, according to Treasury Secretary

Janet Yellen. While details have yet to be released, Democrats want to attach a debt-limit increase to the CR. Republicans argue that the size of the \$3.5 trillion reconciliation bill is reason for their refusal to support an increase of the debt limit. They also oppose any linkage between the CR and debt limit.

Senate Moving on Elections and Voting Legislation

- Senate Majority Leader Chuck Schumer (D-NY) has filed cloture on the motion to proceed to S. 2093, the For the People Act of 2021. The Democratic bill would make changes in voting and campaign finance rules.
- A slimmed down elections bill endorsed by Senator Joe Manchin (D-WV) could be introduced this week ahead of a procedural vote in the Senate. The bill is unlikely to receive the required 60 votes to overcome a Republican filibuster.
- The new bill has not been publicly released but could have a similar framework to one circulated by Senator Manchin earlier this summer. It addresses voting rights, including a national requirement for voter identification. The measure also is likely to address partisan gerrymandering and disclosure of “dark” campaign money.
- Key provisions in the measure would:
 - Establish online and automatic voting registration.
 - Restore felons’ voting rights after they complete their sentences.
 - Require states to use independent commissions to draw congressional district boundaries.
 - Create six-to-one public campaign funding matching systems for small donations to Senate and presidential candidates.
 - Authorize grants to states to strengthen election systems.
 - Expand requirements for independent groups to disclose their donors and political expenditures.
 - Define prohibited coordination and spending between super PACs and campaigns.
 - Expand government ethics rules for White House and executive branch personnel, members of Congress, Supreme Court justices, foreign agents, and lobbyists.
 - Reduce the number of Federal Election Commission (FEC) members to five from six.
 - Require presidential candidates to release their tax returns.

Transportation

Democrats Include Housing and Climate Provisions in Transportation Bill

- On September 10, the House Transportation and Infrastructure (T&I) Committee released their portion of the \$3.5 trillion reconciliation bill. The legislation would provide funding for a number of priorities for Democratic committee members, including \$10 billion for high-speed rail, \$4 billion for lowering greenhouse gas emissions, and funding for transit near affordable housing.

- The committee also released a section-by-section summary of the bill, which will be marked up on Tuesday, September 14. High-level details of the proposal are outlined below:
 - \$10 billion for grants for new transit routes and expanded services in low-income and historically disadvantaged areas
 - \$4 billion for competitive grants to connect communities divided by infrastructure barriers
 - \$6 billion for member designated projects, "earmarks that were included in the House surface transportation authorization bill, the INVEST Act
 - \$1 billion for aviation to support projects for low-emission and sustainable fuels
 - \$6 million for the Federal Aviation Administration (FAA) to lower international carbon emissions
 - \$2.5 billion for projects to help with the supply chain, reduce port congestion, and lower ports' impact on the environment

Housing and Community Development

White House Holds Emergency Rental Assistance and Tenant Protection Event

- On September 8, the White House convened state and local leaders to showcase cities, counties, and states that are protecting tenants and rapidly delivering assistance to stop evictions. Governors and mayors shared successful policies to distribute assistance and stop evictions that can be replicated across the country.
- Speakers included: Treasury Secretary Janet Yellen, White House American Rescue Plan Coordinator Gene Sperling, Director of Intergovernmental Affairs Julie Chavez Rodriguez, Treasury's Chief Recovery Officer Jacob Leibenluft, and Special Assistant to the President for Housing and Urban Policy Erika Poethig.
- The event also highlighted high performing emergency rental assistance programs. Speakers included Virginia Governor Ralph Northam, Mayor Greg Fischer of Louisville, Harris County (TX) Judge Lina Hidalgo, and San Antonio Mayor Ron Nirenberg.
- Washington Governor Jay Inslee and Boston Mayor Kim Janey spoke about their experience stopping evictions and instituting protections to make sure tenants can access rental assistance.
- The mayors and governors who participated in this event offered to be resources to other state and local governments about Emergency Rental Assistance program implementation and eviction diversionary policies. The full event can be viewed [here](#).

HUD Issues ARP Implementation Guidance

- The Department of Housing and Urban Development has issued an implementation notice and fact sheet for the "Requirements for the Use of Funds in the HOME-American Rescue Plan Program", which establishes requirements for funds appropriated in the American Rescue Plan Act of 2021 (ARP) for the HOME Program to provide homelessness assistance

and supportive services.

- HUD has also issued a series of HOME-ARP Implementation Notices to support program implementation.

Public Safety

FEMA Issues Final Rule for Mitigation Programs

- On September 10, the Federal Emergency Management Agency (FEMA) published a final rule for Hazard Mitigation Assistance programs and mitigation planning regulations. The rule, published in the Federal Register, incorporates requirements enacted by the Biggert-Waters Flood Insurance Reform Act of 2012.
- While FEMA implemented most of these changes administratively when it published the 2013 and 2015 editions of the Hazard Mitigation Assistance Guidance, these changes are now codified in federal regulations which will help to reduce mitigation program complexities.
- The updates include replacing outdated terms and definitions that better align with legal requirements in the Code of Federal Regulations. The update to outdated terms and definitions impacts FEMA's Hazard Mitigation Grant Program and Flood Mitigation Assistance program regulations, as well as the property acquisition and relocation for open space and mitigation planning regulations.
- The final rule will be effective on October 1, 2021, and can be viewed on Regulations.gov.

Biden Says Western Wildfires Show Need for Infrastructure Bill

- During a visit to Idaho on September 13, President Biden said that extreme wildfires devastating the western United States signify a “serious global warming problem” and urged congressional approval of an infrastructure package that includes funding for resilience programs.
- The President met with federal and state fire officials in Boise’s National Interagency Fire Center before leaving for California to survey damage from recent wildfires. Biden stressed the need for funding from Congress to combat climate change and the impacts of natural disasters.

Holland & Knight

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Memorandum

To:

From: Holland & Knight

Re: Government Relations Update Week of August 2, 2021

Week in Review

Reps. Suozzi, Smith Announce Formation of Uyghur Caucus

- Late last week, Reps. Tom Suozzi (D-NY-3) and Congressman Chris Smith (R-NJ-4) announced the creation of the Congressional Uyghur Caucus
- According to the release, the members established the Caucus to "raise awareness of the Chinese Communist Party's (CCP) systemic human rights violations against the Uyghur people in the Xinjiang Uyghur Autonomous Region of China and support legislation aimed at addressing the largest coordinated human rights abuse campaign of the 21st century."
- While the members cite congressional actions taken through the Congressional-Executive Commission on China, the Tom Lantos Human Rights Commission, and the Congressional committees of jurisdiction such as the House Foreign Affairs Committee and Senate Foreign Relations Committee as significant steps towards address human rights abuses against Uyghur populations; they believe there is still much to do
- Overall, we expect the Caucus to utilize its platform to "make sure the American people and the world community are aware of what is happening in Xinjiang and highlight the importance of Congressional action and accountability."

McCaul, China Task Force Members Ask for Honor Device Co. to Be Added to the Entity List

- On August 6, Ranking Member of House Foreign Affairs Committee Michael McCaul and thirteen additional members of the China Task Force sent a letter to Department of Commerce Secretary Gina Raimondo, requesting that the End-User Review Committee (ERC) designate Honor Device Co. Ltd. to the Department of Commerce Entity List
- A former affiliate to Huawei, Honor Device Co., separated in an effort to avoid U.S. export control policies placed on Huawei, designed to keep U.S. technology and software out of the hands of the Chinese Communist Party (CCP) and their military, the People's Liberation Army (PLA)
- Specifically, the letter calls for the Department to issue a response within two weeks and request a briefing with the ERC to ensure the administration is acting to counter CCP attempts at export control evasion. Other members that signed the letter were Reps. Liz Cheney (R-WY), Michael Waltz (R-FL), Darin LaHood (R-IL), Andy Barr (R-KY), Mike Gallagher (R-WI), Anthony Gonzalez (R-OH), Guy Reschenthaler (R-PA), Chris Stewart (R-UT), Mark Green (R-TN), Mike Garcia (R-CA), Diana Harshbarger (R-TN), Austin Scott (R-GA), and Young Kim (R-CA)

Week Ahead

House and Senate Hearings to Watch

- House
 - N/A
- Senate

- N/A

Upcoming House and Senate Floor Activity

- Senate
 - Infrastructure Package
- House
 - In Recess

Longer-term Outlook

House Passes Companion Bills to USICA

- While the House heads out on August recess, Speaker Pelosi has signaled her intent to combine various committee measures from the House as a counter to the United States Innovation and Competition Act that the Senate passed in early June
- Thus far, two House committees have passed bills that would be ripe for consideration, and a potential conference with the Senate passed the U.S. Innovation and Competition Act of 2021 (USICA)
- These measures include
 - **Committee:** House Foreign Affairs Committee
 - **Legislation:** [H.R.3524](#) The Ensuring American Global Leadership and Engagement (EAGLE) Act
 - **Current Status:** Passed Committee on July 15 by a party-line vote of 26 -20
 - **Committee:** House Science, Space and Technology Committee
 - **Legislation:** [H.R. 2225](#) "National Science Foundation for the Future Act" and [H.R. 3593](#) the "Department of Energy Science for the Future Act"
 - **Current Status:** On June 28, both the bill passed out of the House, the NSF for the future passed by a vote of 307-112, and DOE Science for the Future passed by a vote of 351-68
 - **Legislation:** [H.R. 4609](#), the National Institute of Standards and Technology for the Future Act of 2021; [H.R. 3858](#), the National Science and Technology Strategy Act of 2021; [H.R. 4588](#), the Regional Innovation Act of 2021; [H.R. 4606](#), the Energizing Technology Transfer Act; [H.R. 4599](#), the "Steel Upgrading Partnerships and Emissions Reduction Act or SUPER Act of 2021
 - **Current Status:** All five measures passed Committee by Voice Vote (VV) on July 27

Lawmakers: NBA players profiting from 'slave labor' in China

- In a recent interview, Rep. Scott Perry (R-PA-10) scrutinized NBA players profiting off of endorsements with companies whose supply chains are associated with forced labor allegations
- Perry's concerns echo efforts from the Congressional-Executive Committee on China who sent a letter in June to Chris Paul and Michele Roberts, the President and Executive Director of the National Basketball Players Association (NBPA)
- The letter urged the NBPA to educate their members about the use of forced labor in the making of sportswear in China and the United States efforts to combat these practices in the Xinjiang Uyghur Autonomous Region (XUAR) of China
- As Congressional initiatives such as S. 65, the Uyghur Forced Labor Prevention Act move

forward related to it is likely that the CECC will continue to probe the NBPA and athletes that hold contracts with these companies

Senate Passes Uyghurs Legislation

- On Wednesday, July 14, the Senate passed S. 65, the *Uyghur Forced Labor Prevention Act*, by Voice Vote (VV).
- The bill will ensure that goods tainted with the forced labor of Uyghurs, and others, in the Xinjiang Uyghur Autonomous Region (XUAR) and by certain entities affiliated with the China Communist Party (CCP) do not enter the U.S. market.
- The bill was marked up and passed by the Senate Foreign Relations Committee on June 24, the Senate Foreign Relations Committee

Biden Announces Alan Estevez, Nominee, Under Secretary for Bureau of Industry and Security, Dept. of Commerce

- Overview of Nomination and Role
 - If confirmed, Estevez will be tasked with leading the Bureau of Industry and Security in their mission to advance U.S. national security, foreign policy, and economic objectives by ensuring an effective export control and treaty compliance system and promoting continued U.S. strategic technology leadership
 - Current BIS Leadership includes:
 - Jeremy Pelter, Acting Under Secretary
 - Kevin Kurland, Acting Assistant Secretary for Export Enforcement
 - Matthew S. Borman, Acting Assistant Secretary for Export Administration
 - Carol Rose, Chief Financial Officer and Director of Administration
 - G. Nagesh Rao, Chief Information Officer
 - The nominee will be referred to the Senate Finance Committee
 - Chairman Ron Wyden (D-OR) and Ranking Member Mike Crapo (D-ID)
- Career History
 - **June 2017 - Present:** Specialist Executive, National Security, and Logistics, Deloitte Consulting LLP
 - **2013 - Jan. 2017:** Principal Deputy Under Secretary of Defense for Acquisition and Sustainment, United States Department of Defense
 - **2011 - 2013:** Assistant Secretary of Defense for Logistics and Material Readiness, Office of the Under Secretary for Defense for Acquisition and Sustainment, United States Department of Defense
 - **2009 - 2011:** Acting Assistant Secretary, Office of the Assistant Secretary of Defense for Logistics and Material Readiness, Office of the Under Secretary for Defense for Acquisition and Sustainment, United States Department of Defense
 - **2006 - 2011:** Principal Deputy Assistant Secretary, Office of the Assistant Secretary of Defense for Logistics and Material Readiness, United States Department of Defense
 - **2002 - 2006:** Assistant Deputy Under Secretary, Supply Chain Integration, Office of the Assistant Secretary of Defense for Logistics and Material Readiness, United States Department of Defense
 - **2001:** Acting Assistant Deputy Under Secretary (Transportation Policy), United States Department of Defense

- **2000 - 2002:** Deputy to the Assistant Deputy Under Secretary (Transportation Policy), United States Department of Defense
- **1995 - 2000:** Assistant for Traffic Management, Office of the Assistant Deputy Under Secretary (Transportation Policy), United States Department of Defense
- **1990 - 1995:** Logistics Management Specialist, United States Department of the Army, Army Strategic Logistics Agency
- Graduated with a B.A. from Rutgers University and Masters of Science from the Industrial College of Armed Forces

Biden Announces Thea Kendler, Nominee for Assistant Secretary for Export Administration, Department of Commerce

- Overview of Nomination and Role
 - If confirmed, Kendler will serve underneath Alan Estevez, who was nominated on July 13 to serve as the Under Secretary for Bureau of Industry and Security, Dept. of Commerce
 - In this role, she will assist Estevez in the BIS' oversight of U.S. national security, foreign policy, and economic objectives by ensuring an effective export control and treaty compliance system and promoting continued U.S. strategic technology leadership
- Career History
 - Currently serves as a trial attorney in the Department of Justice's National Security Division, Counterintelligence and Export Control Section
 - 2014: Kendler served as Senior Counsel in the Commerce Department's Office of Chief Counsel for Industry and Security, providing legal advice on export controls regulations and enforcement to the Bureau of Industry and Security.
 - Earlier in her career, she practiced in the International Trade section of the law firm Akin Gump Strauss Hauer & Feld LLP. She conducted internal investigations and represented corporate clients in export controls, antidumping, countervailing duty, and Customs proceedings.
 - Kendler also served as an attorney on the criminal case against China's Huawei and its Chief Financial Officer Meng Wanzhou
 - Graduated from Princeton University School of Public and International Affairs and has a J.D. from the University of Pennsylvania Law School

Key Takeaways from House Armed Services Committee Supply Chain Task Force Report

- On July 22, 2021, the House Armed Services Committee Defense Critical Supply Chain Task Force released their final report and findings of supply chain threats and vulnerabilities
- “The report cites these consistent themes: “Neither DOD nor the majority of the Defense Industrial Base (DIB) has sufficient visibility on the supply chain to understand its vulnerabilities; DOD cannot build resilience and mitigate risk in the supply chain without a firm understanding of where its materials and supplies are sourced and manufactured, and DOD must have visibility on the defense supply chain to understand its current vulnerabilities and understand its surge capacity in the next crisis.” (Executive Summary)
- “DOD’s small market presence (<1% demand) in the semiconductor and critical electronics markets...impedes direct access to corporate data required to fully and independently assess the microelectronics supply chain.” (p. 6)

- Former DOD officials urged “a balanced approach to assessing foreign dependencies, accounting for multiple goals, including strengthening alliances, promoting interoperability with allies and partners, and “buying American” or “buying allied” whenever possible. Promoting the competitiveness of domestic manufacturing would automatically create some resiliency. At the same time, preserving options, especially with our closest allies, is in the national interest and can generate a “virtuous cycle” of collaborative investment and development. The panelists encouraged deeper, more meaningful expansion of the National Technology and Industrial Base (NTIB)” (p. 9). This was reinforced by DoD (p. 11)
- “Throughout the discussion, data emerged as a critical component of a supply chain risk mitigation strategy. Two panelists emphasized the value of data as a commodity to protect, analyze, and develop.” (p. 10)
- Non-traditionals told the task force, “To date, DOD has relied on prime contractors to provide supply chain data. This approach has proven inadequate because many primes do not understand their own chains. It has become imperative for DOD to have its own view into the global marketplace, that is, its supply chain...DOD needs to be able to “trust but verify” with its own tools.”
- **Recommendations:**
 - DOD must treat supply chain security as a defense strategic priority.
 - DOD must have visibility on the defense supply chain to understand its vulnerabilities and develop risk mitigation strategies.
 - DOD (and the United States more broadly) needs to reduce reliance on adversaries for resources and manufacturing.
 - DOD must use its influence to facilitate workforce improvement by creating a productive partnership between the Department, industry, education partners, labor, and other federal and local entities.
 - DOD should strengthen the ability to leverage close ally and partner capabilities through the National Technology and Industrial Base (NTIB).
 - DOD should deploy the full range of American innovation to secure the supply chains involving rare earth elements.

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November 19, 2021

Vanessa Delgado
Procurement Program Coordinator
City of San Diego Purchasing & Contracting Department
City Administration Building
202 C Street, 11th Floor
San Diego, CA 92101

Re: Concurrent and Future Conflict of Interest Waiver

Dear Vanessa:

As you know, Holland & Knight LLP ("H&K") has been asked to represent the City of San Diego, California (the "City") in connection with federal legislative and executive branch consulting services. This letter addresses two categories of matters that H&K may handle which may create potential conflicts of interest with respect to the City.

First, H&K has substantial national legal practices in the areas of land use planning, construction, government contracts, transportation, finance and hospitality, in which H&K may represent clients adverse to the City in non-litigation matters ("Adverse Non-Litigation Matters"). At the present time, H&K does not represent any clients in Adverse Non-Litigation Matters adverse to the City.

Second, H&K regularly represents aircraft and engine owners, aircraft and engine operators, aircraft and engine lessors, aircraft and component manufacturers, and other aviation-related enterprises ("Aviation Clients") in connection with aviation accidents, investigations, contracts (including indemnification agreements), passenger rights, government regulatory oversight, accident-related claims and litigation, and other aviation-related matters ("Aviation Matters"). These engagements may be transactional or litigation matters. As a consequence, H&K attorneys can occasionally represent clients in Aviation Matters that are potentially or actually adverse to the City. At the present time, H&K does not represent any clients in Aviation Matters involving litigation adverse to the City.

DOCUMENT NO. RR-313864-2
FILED JAN 24 2022
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Ms. Vanessa Delgado
November 19, 2021
Page 3

CONFLICT WAIVER

The City of San Diego hereby provides informed consent to and waives any objection to any potential or future conflict of interests in Holland & Knight LLP's representation in the aforesaid circumstances as specifically set forth in this letter.

CITY OF SAN DIEGO

By: 

Its: Chief Operating Officer

(who has the authority to waive the conflicts of interest described above on behalf of the City of San Diego.)

Dated: 02/02/2022

Sincerely yours,

HOLLAND & KNIGHT LLP



Rich Gold

RG

R-313864

Purchasing & Contracting Department

November 23, 2021

VIA Email: eve.otoole@hklaw.com

Eve Maldonado O'Toole, Senior Policy Advisor
Holland & Knight LLP
800 17th Street NW, Suite 1100
Washington, DC 20006

Subject: Exceptions to Request for Proposal (RFP) 10089823-22-V, Federal Legislative & Executive Branch Consulting Services

Dear Ms. O'Toole:

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. RFP Exhibit B, Scope of Work, Section J. Conflict of Interest; Representation of Other Clients, #2 shall be deleted in its entirety and replaced with the following:
 2. Contractor shall not, during the term of this Contract, undertake representation of any other non-currently existing organization, individual or entity whose interests are in actual conflict with the interests of the City. Contractor further agrees that no representatives of the Contractor or any subcontractors shall, during the term of this Contract, represent any client before the Council on issues deemed by the Contract Administrator to be in conflict with the City's interests. Notwithstanding anything in this subsection 2 to the contrary, the City and Contractor agree to the terms and conditions in the Conflict of Interest Waiver dated November 19, 2021, attached to this Contract as Attachment 1.
2. RFP Exhibit C, General Contract Terms and Provisions, 4.2 shall be deleted in its entirety and replaced with the following:

4.2 Right to Terminate for Convenience. Either Party may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to the non-terminating Party. The termination of the Contract shall be effective upon receipt of the notice. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data,

Letter Agreeing to Exceptions
Effective: October 15, 2014
OCA Document No. 884843

drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

3. RFP Exhibit C, General Contract Terms and Provisions, 7.1 shall be deleted in its entirety and replaced with the following:

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or negligent performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

4. All other exceptions set forth in Holland & Knight LLP's proposal to the above-referenced solicitation are rejected by the City of San Diego.

Please indicate your agreement with the above by signing the bottom of this letter and returning the original signed document to me via email. Thank you for your assistance.

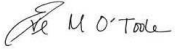
Sincerely,

V. Delgado

Vanessa Delgado
Procurement Program Coordinator, Purchasing & Contracting

This Letter is executed by the City and Contractor acting by and through their authorized officers.

HOLLAND & KNIGHT LLP

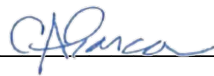
By: 

Name Eve Maldonado O'Toole

Title: Senior Policy Advisor

Date: December 1, 2021

THE CITY OF SAN DIEGO

By: 

Name: Claudia C. Abarca

Title: Director, Purchasing & Contracting

Date: December 2, 2021