

## **CONSULTANT AGREEMENT FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES BETWEEN THE CITY OF SANTA ANA AND HOLLAND & KNIGHT, LLP**

THIS AGREEMENT is made and entered into on this 6th day of June, 2023 by and between Holland & Knight, LLP (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

### **RECITALS**

- A. On March 24, 2023 the City issued a Request for Proposal (“RFP”) No. 23-052, by which it desired to retain a consultant having special skill and knowledge in the field of federal legislative advocacy services for the City Manager’s Office.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 23-052.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

### **1. SCOPE OF SERVICES**

During the term of this Agreement, Consultant shall perform all tasks, services, and obligations described in the scope of work section included within RFP No. 23-052, including providing all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the “**Scope of Services**”, which was included in RFP 23-052 and is attached hereto and fully incorporated herein by this reference as **Exhibit A**, and as further set forth in Consultant’s “**Proposal**”, which is attached hereto and fully incorporated herein by this reference as **Exhibit B**.

### **2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the amount of \$117,600.00 per year, or \$9,800.00 per month, as further described and identified in Consultant’s “**Cost Proposal**”, which is attached hereto and fully incorporated herein by this reference as **Exhibit C**. The total amount to be expended during the term of this Agreement, including any extension periods as set forth in Section 3 below, shall not exceed \$352,800.00.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment

need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on July 1, 2023 for a three (3) year term and end on June 30, 2026, with the option for the City to grant up to two (2), 1-year extensions, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **6. INSURANCE**

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.

Insurance Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & 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.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers’ Compensation:** 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.
- **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

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

**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 the Consultant 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 the Consultant’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).

**Primary Coverage:** For any claims related to this contract, the Consultant’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 the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

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

**Waiver of Subrogation:** Consultant hereby grants to City a waiver of any right to subrogation which any non-professional liability insurer of said Consultant may acquire against

the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies (except as it relates to Consultant's professional liability insurance) regardless of whether or not the City has received a waiver of subrogation endorsement from the non-professional liability insurer.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant 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. Notwithstanding the foregoing, if Consultant fails or refuses to obtain such coverage as the City requires, the City's sole remedy for Consultant's failure or refusal shall be terminate this Agreement with no right to monetary damages, and City shall pay Consultant for services performed by it prior to termination.

**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies:** If any of the required policies provide claims-made coverage:

- 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, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**Verification of Coverage:** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**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. The Consultant reserves the right to review and approve or reject any modification by the City of these requirements as they relate to professional liability insurance coverage. However, the Consultant is confident that its current professional liability insurance is sufficient to protect the City.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **11. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

#### **15. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice of termination to the non-terminating party. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Jennifer L. Hall  
Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Kristine Ridge  
City Manager  
City of Santa Ana  
20 Civic Center Plaza  
P.O. Box 1988  
Santa Ana, California 92702

To Consultant:

Leslie Pollner  
Senior Policy Advisor  
Holland & Knight, LLP  
800 17<sup>th</sup> Street N.W.  
Washington, D.C. 20006  
Fax: 202-955-5564

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.



**20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM:**

**CONSULTANT:**

SONIA R. CARVALHO  
City Attorney

By:   
\_\_\_\_\_  
Jonathan T. Martinez  
Assistant City Attorney

\_\_\_\_\_  
Leslie Pollner  
Senior Policy Advisor

## **EXHIBIT A**

### **SCOPE OF SERVICES**



## CITY OF SANTA ANA

### EXHIBIT I

### SCOPE OF SERVICES

Consultant shall perform the services as set forth below.

#### **I. SCOPE OF SERVICES**

##### **A. HELP SET LEGISLATIVE PRIORITIES**

1. Work with the City Council, the City Manager, and other designated City staff to discuss goals, objectives, opportunities, and priorities.
2. Provide strategic advice regarding the development of legislative positions and priorities.
3. Raise, discuss and assess any affirmative legislative action that may benefit the City, as needed. In consultation with City staff, determine appropriate positions on relevant legislation and recommend proactive legislative action, as appropriate.

##### **B. ADVOCATE ON THE CITY'S BEHALF**

1. Advocate the City's position to the President of the United States, members of the U.S. House of Representatives, U.S. Senate, federal agencies, regulatory committees, and other interested parties.
2. Identify opportunities for City officials to participate in the legislative process and make recommendations. Those opportunities include, but are not limited to, communication to members of the U.S. Congress, providing testimony at legislative hearings, and communication with federal agencies.

##### **C. LEGISLATIVE RESEARCH AND ANALYSIS**

1. At the request of the City, research, provide information, and prepare written reports on a variety of topics, including, but not limited to, the following:
  - i. Federal laws/regulations and proposed legislation
  - ii. Legislative hearings, reports, and testimony
  - iii. Federal funding opportunities
  - iv. Reporting and data that may impact City operations
2. Monitor federal agency rulemaking and notify City of potential impacts.
3. Coordinate with City staff and departments to develop a proactive and comprehensive strategy to seek federal funding that serves the City's priorities. The plan shall identify City projects, outline and prioritize multiple funding options and opportunities for each project, and evaluate the cost/benefit ratio for each opportunity.
4. Monitor and report on the federal budget, and work to secure funding when appropriate on projects beneficial to City's interests.



## **CITY OF SANTA ANA**

### **D. MEETINGS WITH CITY STAFF REGARDING GRANT OPPORTUNITIES**

At the request of the City, provide meeting opportunities for City staff to discuss potential grant/funding opportunities and guide them through the application process.

1. Work with the City to identify and evaluate potential funding categories with annual budget or appropriation bills, and specific funding on grant opportunities.

### **E. KEEP THE CITY UPDATED ON PERTINENT LEGISLATION**

1. Provide updates on proposed, introduced, and amended federal legislation, and proposed and adopted federal administrative rules and regulations, to identify and report on matters that potentially affect the City's legislative priorities.
2. Identify potential future legislative issues or opportunities that may interest the City, and help position the City to benefit from new laws, regulations, policies, programs, and/or funding opportunities.

### **F. RELATIONSHIP-BUILDING WITH FEDERAL LAW MAKERS**

Support a positive relationship with the President of the United States, members of the U.S. Congress, and federal agencies.

1. Assist in establishing relations between councilmembers and City staff and legislative persons, including chairs and consultants of key committees and other important policymakers.
2. Coordinate meetings with members of the U.S. Congress and federal agencies to provide the City the opportunity to meet with key policymakers on pertinent City issues.

### **G. PREPARE POSITION LETTERS AND DRAFT LEGISLATIVE LANGUAGE**

At the request of the City, assist with drafting position letters, legislative language, and talking points on legislation or language for City policy resolutions.

### **H. MONTHLY REPORTS**

Provide regular updates on the political landscape in Washington, D.C. to help provide context, and identify opportunities and potential issues. At a minimum, provide monthly reports of activities pursued or accomplished on behalf of the City.

### **I. FPPC FILINGS**

Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. Provide the City notification of any changes or modifications that may be pertinent.

## **EXHIBIT B**

### Consultant's Proposal

# Holland & Knight

[www.hklaw.com](http://www.hklaw.com)

Response to Request for Proposal from the

## **City of Santa Ana**

Federal Legislative Advocacy Services – No. 23-052

April 18, 2023

Leslie Pollner

Senior Policy Advisor | Washington, D.C. | 202.744.3954 | [leslie.pollner@hklaw.com](mailto:leslie.pollner@hklaw.com)

Lisa Barkovic

Senior Policy Advisor | Washington, D.C. | 202.419.2486 | [lisa.barkovic@hklaw.com](mailto:lisa.barkovic@hklaw.com)

# Table of Contents

---

|  |    |
|--|----|
| Cover Letter .....   | 1  |
| Services Provided .....  | 2  |
| A. Help Set Legislative Priorities .....                         | 3  |
| B. Advocate on the City's Behalf.....                            | 3  |
| C. Legislative Research and Analysis .....                       | 3  |
| D. Meetings with City Staff Regarding Grant Opportunities .....  | 5  |
| E. Keep the City Updated on Pertinent Legislation .....          | 6  |
| F. Relationship-Building With Federal Law Makers .....           | 6  |
| G. Prepare Position Letters and Draft Legislative Language ..... | 6  |
| H. Monthly Reports .....   | 7  |
| I. FPPC Filings.....   | 7  |
| Agreement Statement .....  | 8  |
| Firm and Team Experience.....                                    | 10 |
| Proposed Work Plan .....   | 18 |
| Exhibit A: D. Conflict of Interest .....                         | 21 |
| Exhibit B: P. Litigation Status .....                            | 22 |
| Exhibit C: Sample Terms of Engagement.....                       | 24 |
| Cost Proposal .....  | 25 |
| Certifications .....   | 26 |

Disclaimer: The information provided in this handout is general information and not designed to be and should not be relied on as your sole source of information when analyzing and resolving a specific legal issue. Each fact situation is different; the laws are constantly changing. If you have specific questions regarding a particular fact situation, we urge you to consult with legal counsel.

All product and company names are trademarks™ or registered® trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by them.

# Holland & Knight

800 17th Street N.W. | Washington, D.C. 20006 | T 202.955.3000 | F 202.955.5564  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Leslie Pollner  
202.744.3954  
[leslie.pollner@hklaw.com](mailto:leslie.pollner@hklaw.com)

Lisa Barkovic  
202.419.2486  
[lisa.barkovic@hklaw.com](mailto:lisa.barkovic@hklaw.com)

April 18, 2023

Daniel Soto, Project Manager (*via PlanetBids*)  
City of Santa Ana – City Manager's Office  
20 Civic Center Plaza  
Santa Ana, CA 92701

## **Re: Proposal for Federal Advocacy Services, RFP No. 23-052**

Dear Mr. Soto:

Thank you for the opportunity to present Holland & Knight's qualifications for federal advocacy services. Holland & Knight is a Limited Liability Partnership. It has been an honor to represent the City of Santa Ana in Washington, D.C., over the past several years and we are proud of the successes we have accomplished together. To continue to achieve your federal objectives at the federal level, the City needs a lobbying firm that not only brings in-depth legislative and regulatory experience but also uses creative, multifaceted strategies that advance your agenda with Congress, the White House, federal agencies as well as with other key stakeholders.

Holland & Knight is that firm. We have significant experience serving the needs of local governments and public agencies. Our successful track record for the City, includes securing over \$5 million for public safety, \$2.5 million for downtown business improvements, assisting with the Centennial Park land conversion, and helping to secure direct coronavirus relief funding through the American Rescue Plan Act. Given our extensive work with the City, we are ready to hit the ground running.

As you know, our team offers a bipartisan, comprehensive, and above all, successful approach to federal relations for our clients. We know how to continue to strengthen and expand your relationships with Congress and the federal government to secure federal funding and resources for Santa Ana. We have an excellent track record creating initiatives and opportunities to raise the City's profile at the national level.

We also understand that the City's needs go beyond traditional advocacy. We stand ready to continue to help the City connect with other cities to learn about best practices and share policy solutions and to expand the City's bandwidth to tackle complex public policy challenges.

Holland & Knight would consider it a privilege to continue to represent the City of Santa Ana in achieving its legislative, funding and policy goals at the federal level.

Very truly yours,

**Holland & Knight LLP**



Leslie Pollner, Senior Policy Advisor



Lisa Barkovic, Senior Policy Advisor



## Services Provided

---

Holland & Knight's Public Policy and Regulation (PP&R) Group is one of the most experienced, well-respected government relations practices in the country. We combine all the essential elements: bringing in-depth legislative and regulatory experience and a strong record of success, while using creative and multifaceted strategies to advance the City's agenda with Congress, the White House federal agencies, regional and national associations, as well as other key stakeholders. We have significant experience working with local governments – all of the team members proposed for this engagement have either worked directly for or alongside local governments for over 20 years. Our qualifications include:

*Deep Local Government Experience:* Holland & Knight has developed a strong foundation in all issues that matter to local governments spanning transportation, water, infrastructure, housing/homelessness, broadband, mental health, community and economic development, public safety and homeland security, immigration, energy and environmental issues, among others.

*Bipartisan:* Holland & Knight's bipartisan team provides 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 mayors and their teams 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, developed platforms 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 Fremont, West Sacramento, Sacramento, San Jose, San Diego, Orange County Fire Authority, the Los Angeles Metropolitan Transportation Authority, the Southern California Association of Governments, the Port of Los Angeles and the Los Angeles Community College District.

*Team-based:* We work as a seamless team and 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 many firms, which tend to operate as independent actors or only have meaningful relationships with one body of Congress or one political party.

As reflected throughout our proposal, Holland & Knight has been able to secure significant successes for the City of Santa Ana. Our approach to the scope of services is outlined in the following pages.

## A. Help Set Legislative Priorities

Every year, we have worked with the City to develop a comprehensive federal agenda. We have helped the City identify short, medium and longer-term priorities and crafted strategies to help advance them. If selected, we would continue to provide strategic counsel on Santa Ana's legislative, regulatory and funding priorities. In developing effective advocacy strategies for the City, Holland & Knight will evaluate the federal landscape, challenges and opportunities by taking into account House and Senate leadership, committee and caucus pressures and their proposed bills and policy agenda. We will keep in close contact with the City by providing regular updates on the political and legislative factors affecting the City's interests, projects and top priorities. Based on these factors, we will adjust advocacy strategies to navigate the often-changing dynamics and complex political terrain in Washington, D.C.

We will also assist the City with developing strategies and initiatives to affirmatively advance legislation to benefit the City of Santa Ana. This could include building outside support for the City's priorities working in coalition with mayors and council members from other cities and key stakeholder groups, creating forums to highlight the City's work at the national level, providing letters of support from the City and other key stakeholders and working in coalition with outside groups like the U.S. Conference of Mayors to generate support for the City's priorities.

## B. Advocate on the City's Behalf

Holland & Knight will continue to actively and aggressively advocate for the City to advance its priority issues. We will work closely with Congress and the Administration to achieve success on your federal agenda, including having regular contact with federal officials, strategizing on next steps and assisting you in maintaining and strengthening your relationships. These efforts include:

- Engaging in ongoing discussions with the White House, Congress and relevant federal agencies to discuss your priorities, respond in a timely basis to inquiries and concerns and gather insider information and intelligence to gain behind-the-scenes insights on challenges and opportunities
- Identifying critical times in the federal legislative or budgetary process for the City to contact congressional members or the Administration to advance its priority projects or issues
- Drafting briefs, proposals and other content as needed to advance education efforts and information sharing
- Creating opportunities for City officials to provide testimony before Congress on its priorities and assist in the preparation of testimony – both in Washington, D.C. and through roundtables and events in the City and the region
- Maintaining constant contact with the City on strategic implementation, making adjustments to strategy as federal political and legislative factors evolve

## C. Legislative Research and Analysis

Holland & Knight will continue to keep the City apprised of the latest developments on federal activities and issues that impact Santa Ana through ongoing Washington updates and other briefing memos on key municipal issues. This will include strategy memos related to specific project or issue priorities as key legislative, program or regulatory developments occur. Our proactive, constant communication with our clients in real-time is a hallmark of our approach.

Holland & Knight will research and track federal legislative and regulatory developments of interest to the City, including providing ongoing political intelligence regarding developments within Democratic and Republican Party caucuses, House and Senate committees, the White House and federal departments and agencies to help the City gain insights on proposed legislation, rulemaking and funding opportunities. When legislation or regulations are introduced that poses a threat or opportunity for the City, our team will share and provide analysis to the City. We are available 24/7 to answer questions about the political and policy landscape in Washington.

Every Monday, we provide an update on key developments for the week ahead that may be of interest to the City. This includes Committee hearings, press events and major Administration announcements. We also send out our Eyes on Washington report at the end of the week recapping major developments in the Capitol.

## **Federal Funding**

Holland & Knight understands the full range of funding opportunities that the City may choose to pursue and has the expertise to help the City secure additional critical resources. Whether helping to navigate the federal grant and appropriations process or accessing national philanthropic dollars, our team has an unparalleled track record of success.

*Appropriations:* Our team will work closely with the City to determine how your priorities may benefit from the annual appropriations process and use our extensive relationships with the Senate and House Appropriations Committee members to achieve your funding priorities.

Holland & Knight understands how to use the appropriations process to advance our clients' priorities and with the return of earmarks – Community Project Funding (CPF)/Congressionally Directed Spending (CDS) – there is an unprecedented opportunity to secure funding for the City. Last year, we helped the City secure \$2.5 million for the City's Downtown Business Improvement Initiative, which provided funding for a dedicated wireless network throughout the City's Business Improvement District as well as upgrades to the City's downtown parking structures for visitor, customer and employee use.

This year, we have helped advance a \$3.5 million CPF request to help expand and support the Santa Ana Multi-Disciplinary Response Teams (SMART), which is a pilot program that deploys trauma-informed social workers and mental health clinicians to respond to non-emergency 911 calls reducing the burden on the City's public safety system. SMART provides an immediate response to calls for service to the city and to the Santa Ana Police Department (SAPD) involving individuals experiencing mental health crises and/or substance abuse disorders.

For both opportunities, we helped the City identify the potential project and arranged meetings with Rep. Correa's staff to discuss the projects' merits. We then helped craft the project narratives and assisted with submitting the applications to Rep. Correa's office. We provided strategic guidance to the City on letters of support. Our approach helped the City secure these highly competitive Community Project Funding requests.

If selected to continue to represent the City, we will continue to shepherd the City's projects through the process from beginning to end, advocating for City projects before the appropriate congressional members and staff.

*Grants:* When the City decides to pursue a particular grant opportunity, Holland & Knight will assist in mapping a strategic plan to pursue the grant, addressing selection criteria and stressing certain project aspects that the agency may be more focused on in a particular round of funding. Because of our close agency relationships, we often gain key intelligence and insight into program directions that an agency may be considering which can change from year to year. The ability to ascertain the constraints and expectations of the grant-making agencies is one of the most important factors of successful grant awards.

Holland & Knight monitors all legislative and regulatory activity that affects our clients and acts accordingly if there is an opportunity or threat from it. We provide weekly updates on legislative priorities. In addition, we have developed a tracker for all relevant funding opportunities in the Bipartisan Infrastructure Law and Inflation Reduction Act. We provide this tracker on a weekly basis to our clients in addition to real time updates as grants are released and awards are made. We have also helped our clients provide feedback to agencies prior to the release of federal funding opportunities to ensure that the programs are designed to benefit their key priorities and programs.

#### D. Meetings with City Staff Regarding Grant Opportunities

Holland & Knight will continue to regularly meet with the City's staff to discuss potential grant/funding opportunities and to help guide staff through the application process. We can also assist with various efforts including meetings with federal departments and agencies to discuss your initiatives, working with the Santa Ana 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.

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 of Santa Ana'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.

Our approach has paid off for Santa Ana. Using our relationships with the U.S. DOJ and Community Oriented Policing Services Office (COPS), we worked closely with City staff and the Santa Ana Police Department to successfully secure four COPS Hiring grants in years 2014, 2015, 2016 and most recently in 2020. For each grant award, the Holland & Knight team reviewed and edited the application, drafted and obtained support letters from the delegation and arranged for key meetings between the COPS office and police chief.

## E. Keep the City Updated on Pertinent Legislation

As previously mentioned, Holland & Knight monitors all legislative and regulatory activity that affects our clients and acts accordingly if there is an opportunity or threat from it. In addition to using standard databases, such as *Bloomberg Government (BGov)*, *Politico Pro* and *National Journal*, we get our best information through discussions with members of Congress and staff, key committee members and staff, House and Senate leadership and White House and administration officials. They provide Holland & Knight behind-the-scenes insights on proposals, potential issues and funding opportunities, which we then use to provide real-time updates to our clients. This way, our clients know exactly what is happening in D.C. as developments occur and this allows our clients to have a seat at the table and actively participate in development of policy.

We also provide timely reports to our clients on congressional hearings, relevant legislation, federal guidance and grant opportunities. Every Monday, we send along a “Week Ahead” email highlighting key committee hearings, legislation and developments in Washington, D.C., that impact local governments. In addition, we also send our “Eyes on Washington” report recapping significant federal developments each week.

## F. Relationship-Building With Federal Law Makers

Holland & Knight will continue to use our relationships with the White House, Biden Administration and Congress to advance the City's initiatives and to ensure that it receives attention at the federal level for its innovative work. We work closely with Rep. Correa and the entire California Congressional delegation as well as with Senators Padilla and Feinstein and we will leverage these relationships to advance your priorities.

Additionally, Holland & Knight can call upon a vast range of partners with whom we have strong working relationships to collaborate with and support our efforts, either actively or behind the scenes. All the team members identified in this proposal have extensive experience working with foundations, think tanks, trade associations and NGOs that support the activities of executive branch agencies and multilateral institutions in Washington, D.C.

## G. Prepare Position Letters and Draft Legislative Language

Holland & Knight can prepare compelling fact sheets to support the City's funding, legislative and regulatory requests. In addition, we can write letters to House and Senate members and administration officials outlining the City's position.

Holland & Knight brings a strong track record in drafting legislation, amendments, committee report language, appropriations provisions and congressional testimony on all issues relevant to local governments' priorities. We also monitor, review, shape and advance or block critical regulations.

For example, we have successfully drafted and included provisions for our municipal clients in the recent bipartisan infrastructure bill, surface transportation authorizations, Energy Policy Acts, Clean Water/Safe Drinking Water Acts, Water Resources of Development bills and FAA Authorization bills.

As Congress considers legislation for the City's priorities, we can secure opportunities for the City to serve as witnesses during the committee hearings on these bills and arrange roundtables and visits for committee leadership and the Administration to tour the City's projects.

In addition, we will work with the City to shape and influence bills by:

- Scheduling calls and meetings with the congressional delegation offices and committee staff
- Drafting supporting materials for the City to send to the committees and delegation
- Drafting legislation language and amendments for the City's priorities
- Using our relationships with committee staff to provide real time updates on amendments, committee markups and hearings

## H. Monthly Reports

We will provide monthly reports to you on the political landscape in Washington and on developments impacting the City's priorities. In addition, we will provide weekly and real-time updates on developments as they occur.

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
- Regular appearances before the Council's Legislative committee
- Weekly "Week Ahead" and "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
- A comprehensive tracker providing information on all the grant opportunities included in the Bipartisan Infrastructure Law and Inflation Reduction Act

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. FPPC Filings

If selected for this assignment, Holland & Knight will assure timely filings of all necessary reports and will notify the City of any relevant and pertinent changes.



# Agreement Statement

---

Please find below a list of exceptions to the Terms and Conditions as submitted by Holland & Knight.

## Exceptions to Terms and Conditions

### Exhibit II – Sample Agreement

#### 6. Minimum Scope and Limit of Insurance

##### *Waiver of Subrogation*

Contractor hereby grants to Entity a waiver of any right to subrogation which any **non-professional liability** insurer of said Contractor may acquire against the Entity 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 **(except as it relates to Contractor's professional liability insurance)** regardless of whether or not the Entity has received a waiver of subrogation endorsement from the **non-professional liability** insurer.

##### *Self-Insured Retentions*

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the 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 Entity.

**Notwithstanding the foregoing, if Contractor fails or refuses to obtain such coverage as the Entity requires, the Entity's sole remedy for Contractor's failure or refusal shall be terminate this Agreement with no right to monetary damages, and Entity shall pay Contractor for services performed by it prior to termination.**

*Claims Made Policies* (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

~~1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.~~

2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years* after completion of the contract of work.

3. 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, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

##### *Special Risks or Circumstances*

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. **The Firm reserves the right to review and approve or reject any modification by the Entity of these requirements as they relate to professional liability insurance coverage. However, the Firm is confident that its current professional liability insurance is sufficient to protect the Entity.**

Notwithstanding the foregoing, if Contractor fails or refuses to obtain such coverage as the Entity requires, the Entity's sole remedy for Contractor's failure or refusal shall be terminate this Agreement with no right to monetary damages, and Entity shall pay Contractor for services performed by it prior to termination.

## TERMINATION

This Contract may be terminated by ~~either party the City~~ upon thirty (30) days written notice of termination ~~to the non-terminating party~~. In such event, Contractor shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

Please refer to [Exhibit C](#) for a sample of our Terms of Engagement.



## Firm and Team Experience

---

### i. General description of the firm

Founded in 1968, Holland & Knight is a global law firm with nearly 2,000 lawyers and other professionals in 35 offices throughout the world. We have five primary sections (Business, Government, Litigation, Healthcare and Real Estate) and within those sections provides representation in more than 100 areas of the law.

Formed in 1982, Holland & Knight's Public Policy & Regulation (PP&R) Group is one of the most experienced, well respected government relations practices in the country. With more than 100 individuals servicing over 250 private and government agency clients, the PP&R Group includes five former members of Congress (three Democrats, two Republicans), former Trump, Obama, Clinton and Bush Administration officials, former local government officials and former senior congressional committee and legislative staffers.

In addition to the core team dedicated to supporting your goals and objectives, the City will have access to the vast experience of Holland & Knight's entire PP&R team. For more details on your team members, please refer to *Question V.* for your team's resumes.

### ii. Firm's nearest address serving the City of Santa Ana.

Holland & Knight has offices in the state of California. Our nearest address to the City of Santa Ana and their headquarters is:

#### **Orange County**

3 Park Plaza, Suite 1400  
Irvine, CA 92614

### iii. Address of firm's office located in Washington, D.C.

Holland & Knight's Washington, D.C., office is located at:

#### **Washington, D.C.**

800 17th Street N.W., Suite 1100  
Washington, D.C. 20006

### iv. Name and contact information Project Manager/Principal Agent.

Your Holland & Knight team will be co-led by the following contacts:

#### **Leslie Pollner, Senior Policy Advisor**

800 17th Street N.W., Suite 1100, Washington,  
D.C. 20006  
202.744.3954  
leslie.pollner@hklaw.com

#### **Lisa Barkovic, Senior Policy Advisor**

800 17th Street N.W., Suite 1100, Washington,  
D.C. 20006  
202.419.2486  
lisa.barkovic@hklaw.com

**v. Resumes for Project Manager(s) and all key individuals.**

Holland & Knight Senior Policy Advisors, Leslie Pollner and Lisa Barkovic, will serve as your project managers, responsible for overseeing the effective management of the engagement. Ms. Pollner and Ms. Barkovic will be responsible for ensuring the City's priorities and interests are addressed in a timely and thorough manner. They will stay in constant communication with you about Holland & Knight's activities on your behalf and your evolving needs.

This approach keeps the entire Holland & Knight team working in sync with and accountable to the City of Santa Ana. It is important to emphasize that every member of the Holland & Knight team, as well as the full firm, is always accessible to the City. A hallmark of Holland & Knight is that we function as a seamless extension of your team.

Outlined below is your Holland & Knight team:



**Leslie Pollner** is a Senior Policy Advisor and co-leader of Holland & Knight's Local Government Group. Ms. Pollner focuses on local government and public sector advocacy. Her extensive experience in government at the federal and local level allows her to help clients develop innovative solutions and advocacy strategies to achieve results. Prior to joining the firm in 2013, 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 and managed its lobbying teams.



**Lisa Barkovic** is a Senior Policy Advisor in Holland & Knight's Washington, D.C., office. Ms. Barkovic has over 20 years of experience in the areas of federal appropriations, public safety, and homeland security. Prior to joining Holland & Knight, Ms. Barkovic served five years in the office of Rep. Mark Foley (R-FL) as a legislative assistant. Her work there included managing all appropriation requests and developing legislative strategies on an array of issues.



**Eve Maldonado O'Toole** is a Senior Policy Advisor and co-leader of Holland & Knight's Local Government Group. She brings more than 25 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, including Mayors and CEOs for U.S. Housing Investment, and positioning state and local officials and municipalities nationally. Prior to joining the firm, she led the League of California Cities office in Washington, D.C.



**Lauri Hettinger** is a Senior Policy Advisor and advocates for local governments, transportation agencies and water utilities focusing on surface transportation, water resources and economic development policy and funding priorities. Before joining Holland & Knight, Ms. Hettinger worked for Senator George Voinovich (R-OH) and served as his staff director on the Senate Environment and Public Works Committee's Transportation and Infrastructure Subcommittee, which oversees the DOT, EPA and the Army Corps of Engineers.



**Nicholas Leibham** is an attorney in Holland & Knight's Orange County and Washington, D.C., offices, and has 20 years of policy/political. Mr. Leibham's counsel includes aspects of policy development as well as lobbying the legislative and executive branches of government, federal funding and business development initiatives, procurement, public-private partnerships, regulatory matters and rulemakings, tax policy issues and company wind-downs where government is a creditor/stakeholder. Before joining Holland & Knight, Mr. Leibham was the Western regional director for the Democratic National Committee as well as a senior aide to Rep. Gary Ackerman (D-N.Y.) and Rep. Neil Abercrombie (D-Hawaii).



**Ed Perlmutter** is a government relations attorney and general practitioner. Before joining Holland & Knight, Mr. Perlmutter was a member of the U.S. House of Representatives and served eight terms representing the Seventh Congressional District of Colorado, as well as servicing as Colorado State Senate for two terms. He earned a reputation as a bipartisan bridge-builder and a champion of renewable energy and smart growth policies. Over the course of his political career, Mr. Perlmutter has developed many relationships at the federal, state and local levels across a broad range of subjects.



**Dan Maldonado**, Chief Executive Officer, DCM Group LLC, has more than 40 years of expertise in federal advocacy services to advance local government project initiatives including infrastructure and economic development, housing, environmental, small business, public safety and public health. Mr. Maldonado served as the Chief of Staff and principal appropriations assistant to former Los Angeles Congressman and national Latino leader Edward Roybal. Mr. Maldonado addressed a spectrum of funding issues and advised on strategies dealing with voting rights amendments, farmworker rights and immigration reform.

**vi. Disclosure of any and all proposed sub-consultant(s).**

Mr. Dan Maldonado, Chief Executive Officer, DCM Group LLC, will be working with Holland & Knight to support the City of Santa Ana's lobbying efforts.

**vii. List of other municipal customers the firm currently serves and explain in what capacity.**

District of Columbia Bar rules prohibit Holland & Knight from divulging current client relationships because of attorney-client confidentiality requirements and other professional responsibility considerations. This prohibition extends to identifying the names of clients where our representation is not otherwise public knowledge.

However, our federal public policy clients are all disclosed on our quarterly filings with the House and Senate pursuant to the Lobbying Disclosure Act. Accordingly, we have listed below the relevant local government clients for whom disclosures are filed and can be found online as of April 2023.

| Client   | Duration     | Amount        |
|--|--------------|---------------|
| Board of County Commissioners of Pitkin County, CO | 2002-present | \$130,000     |
| City and County of San Francisco, CA               | 2009-present | \$6 million   |
| City of Atlanta, GA                                | 2007-present | \$5 million   |
| City of Aurora, CO                                 | 2007-present | \$960,000     |
| City of Charlotte, NC                              | 2004-present | \$3.9 million |
| City of Cleveland, OH                              | 2002-present | \$600,000     |
| City of Everett, WA                                | 2019-present | \$490,000     |

| Client   | Duration     | Amount         |
|--|--------------|----------------|
| City of Fremont, CA                                      | 2011-present | \$1.3 million  |
| City of Hampton, VA                                      | 2022-present | \$10,000       |
| City of Norfolk, VA                                      | 2004-present | \$2.5 million  |
| City of Philadelphia, PA                                 | 2011-present | \$1.15 million |
| City of Sacramento, CA                                   | 2007-present | \$1.9 million  |
| City of San Diego, CA                                    | 2022-present | \$210,000      |
| City of San Jose, CA                                     | 2019-present | \$530,000      |
| City of Santa Ana, CA                                    | 2014-present | \$720,000      |
| City of Seattle, WA                                      | 2009-present | \$1.8 million  |
| City of Sugar Land, TX                                   | 2022-present | \$150,000      |
| City of Tampa, FL  | 2009-present | \$1.6 million  |
| City of West Palm Beach, FL                              | 1999-present | \$2.8 million  |
| City of West Sacramento, CA                              | 2007-present | \$2.2 million  |
| Cobb County, GA  | 2005-present | \$1.1 million  |
| County of Placer, CA                                     | 1999-present | \$3.4 million  |
| Hillsborough Area Regional Transit Authority             | 2000-present | \$1.5 million  |
| Los Angeles County Development Authority                 | 2009-present | \$1.8 million  |
| Los Angeles County Metropolitan Transportation Authority | 2012-present | \$1.7 million  |
| Metropolitan Atlanta Rapid Transit Authority             | 2008-present | \$2.45 million |
| Niagara Frontier Transportation Authority                | 2019-present | \$460,000      |
| Osceola County, FL                                       | 2016-present | \$630,000      |
| Polk County  | 2001-present | \$2.4 million  |
| Puget Sound Regional Council                             | 2023-present | \$30,000       |
| Regional Transportation Commission of Southern Nevada    | 2017-present | \$620,000      |
| Sacramento County  | 2002-present | \$2.8 million  |
| Southeastern Pennsylvania Transportation Authority       | 2021-present | \$130,000      |
| Southern California Associate of Governments             | 2020-present | \$240,000      |
| Southwest Ohio Regional Transit Authority                | 2015-present | \$1.25 million |

#### viii. List of successful projects.

Holland & Knight has secured billions of dollars in federal grants and programmatic funding for our clients' projects and initiatives. In addition, we understand how to utilize the annual appropriations process to benefit our clients. Below are several of our funding successes for clients, particularly for our clients in the State of California:

- Transportation: \$762 million in DOT's TIGER/BUILD/RAISE grants, \$127.6 million in Safe Streets for All, \$13.5 million in Reconnecting Communities, \$92 million in DOT INFRA grants, \$3.595 million in FTA Transit-Oriented Development grants, \$123 million in FTA Bus and Bus Facilities grants, \$87 million in FRA CRISI grants, and millions of dollars in FTA Full Funding Grant Agreements (FFGAs)
- Economic Development: Over \$1 billion from multiple federal agencies for large-scale economic development projects
- Public Safety: More than \$48.5 million in DOJ COPS hiring grants, \$55 million in AFG grants, and over \$115 million in SAFER grant funding for emergency responses
- Housing: \$183.35 million in HUD Choice Neighborhoods Planning and Implementation grants; and increased funding for new Housing Choice Vouchers
- Water Infrastructure: \$783 million in EPA WIFIA loans for water infrastructure projects

Below is a sample of successes we have secured for our clients.

**Transportation:** Holland & Knight recently assisted the City of Seattle, WA, in successfully securing a \$11.2 million DOT 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 been 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 with 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 from them. Holland & Knight also ensured that members of the congressional delegation reached out to DOT Secretary 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 the Biden Administration's priorities. Our efforts paid off and the City received the highly competitive grant. Just a few months later, our team also helped the City successfully secure a \$20 million RAISE grant for the East-Way Marginal Way Corridor Improvement Project to enhance safety and improve traffic flow at several of the City's busiest freight intersections and to improve safety for cyclists by creating a dedicated protected bike lane.

**Centennial Park Land Conversion:** Holland & Knight's team successfully assisted the City of Santa Ana on a critically important effort to preserve Santa Ana College's adult education center in Centennial Park as the City sought to renew a long-term lease arrangement with the National Park Service (NPS). When NPS indicated that the recreational purposes of its land had to be fully met, it became necessary to establish a land replacement process in which the City would offer land whose value would be equivalent to the NPS land being exchanged – a determination that also involved the General Services Administration (GSA). The Holland & Knight team coordinated with the City Manager and the City's Department of Parks, Recreation and Community Services and scheduled a series of discussions with NPS and GSA to advance the process, identify next steps related to NEPA, title work and GSA land valuation. Through this process, we convinced GSA to accept a 100% public discount conveyance. An integral part of our efforts included closely coordinating with Rep. Correa on the project's progress, ensuring that Rep. Correa weighed in with the Secretary of the Interior and preparing letters/talking points for Rep. Correa and his staff.

**Affordable Housing/Homelessness:** In 2018, Holland & Knight launched the Mayors & CEOs for U.S. Housing Investment. This coalition of 39 bipartisan mayors and CEOs includes mayors from urban, rural, and suburban municipalities. Together, they represent more than 23 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 and annual appropriations bills. We have also focused on creating new programs that pair housing with health and supportive services targeted to the homeless as well as developing a housing stabilization fund program 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.



The Coalition also worked to advance and expand the Low-Income Housing Tax Credit, one of the nation's most important tools for financing the production and preservation of affordable rental housing. We worked to build support for the Affordable Housing Credit Improvement Act (AHCIA) of the last session in 2021 (S. 1136 and H.R. 2573) and helped galvanize mayors on this issue.

Working with the Enterprise ACTION campaign, we helped draft a letter of support for the legislation and secured the signatures from 82 bipartisan mayors. We have led several U.S. 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. We are continuing our efforts to include the expansion of the AHCIA in the upcoming tax extenders bill.

**Public Safety:** In 2020, we helped the City of Everett, WA, secure a \$6 million DOJ COPS grant to hire up to 16 additional officers to assist with community policing efforts. In advance of submitting the application, we arranged for the Mayor to meet with the DOJ COPS Office to highlight the City's needs for additional officers. We reviewed the City's grant application, helping to carefully tailor the application to meet the Administration's key criteria and metrics. We also strongly advised the City to seek the option of a waiver with the application which was extremely beneficial once the pandemic hit. Additionally, we helped the City secure letters of support from their congressional delegation and stayed in touch with the COPS office throughout the review process.

**Appropriations:** Holland & Knight ensured that our clients' member directed spending requests were advanced by their House and Senate members. In the FY 2022 appropriations bills, we helped our clients secure over \$200 million in House and Senate Community Project Funding/Congressionally Directed Spending requests. We helped them draft funding requests, met with congressional offices to match projects with their priorities, and helped ensure that offices understood the importance of the projects.

Below are samples of Community Project Funding/Congressionally Directed Spending requests we secured for our clients:

- *City of Aurora, Colorado:* \$1.35 million for the Safe Outdoor Spaces Project. The City of Aurora has a large unsheltered homeless population, and currently, has limited access to shelters. The City is using this funding to provide sheltering options and hygiene facilities in a safe parking lot for these residents.
- *City of Norfolk, Virginia:* \$2.9 million for Historic Hunton YMCA. The William A. Hunton YMCA in Norfolk, located in the Tidewater Gardens public housing community, provides meals and day care for hundreds of children from the neighborhood every day. It is subject to frequent nuisance flooding and is at risk for future flood events. The City is using this funding to acquire the property and relocate this community resource to a more sustainable area that is not at risk of flooding.
- *City of San Jose, California:* \$1.5 million for San José Public Library Caregiver Training for Digital Inclusion. The City of San Jose currently offers professional training and access to technology necessary for family, friend, and neighbor (FFN) caregivers to meet the needs of underserved children in San José. These funds would allow the San José Public Library to provide additional access to high-quality workforce development training in child development and to expand digital inclusion and technology support for caregivers to enhance the care they provide.
- *City of San Francisco, California:* \$1.5 million for Herz Playground Recreation Center. We successfully assisted the City of San Francisco secure funding to assist with construction of a new 11,500 square foot multi-use recreation center and outdoor amenities for the economically and socially isolated Sunnydale/Visitacion Valley neighborhood.

**ix. Describe relationships firm has with members of U.S. Congress, federal agencies, and their staff.**

Holland & Knight will use our extensive relationships with White House and Administration officials and congressional members and staff to identify opportunities for the City. Our team has excellent relationships with all members of the California delegation, including Rep. Correa, Sen. Padilla and Sen. Feinstein as well as all the leading candidates for Sen. Feinstein's seat. Our relationships include:

| <b>Holland &amp; Knight's Relationships with Congressional Leadership</b>  |  |
|--|--|
| <b>Senate</b>  | <b>House</b>   |
| Senate Leadership (Majority Leader, Minority Leader, Majority Whip, Minority Whip and Majority Conference Secretary) | House Leadership (Speaker of the House, Majority Leader, Minority Leader, Majority Whip and Minority Whip) |
| Chair/Ranking Member, Senate Appropriations Committee and Subcommittees  | Chair/Ranking Member, House Appropriations Committee and Subcommittees                                     |
| Chair/Ranking Member, Senate Finance Committee   | Chair/Ranking Member, House Ways & Means Committee   |
| Chair/Ranking Member, Senate Environment and Public Works Committee  | Chair/Ranking Member, House Energy and Commerce Committee  |
| Chair/Ranking Member, Senate Commerce, Science and Transportation Committee  | Chair/Ranking Member, House Transportation and Infrastructure Committee                                    |
| Chair/Ranking Member, Senate Homeland Security & Governmental Affairs Committee                                      | Chair/Ranking Member, House Homeland Security Committee  |
| Chair/ Ranking Member, Senate Banking, Housing and Urban Affairs Committee   | Chair/ Ranking Member, House Financial Services Committee  |
| Chair/Ranking Member, Senate Health, Education, Labor and Pensions Committee   | Chair/Ranking Member, House Education and Labor Committee  |

Holland & Knight also has strong ties with top officials in the White House, including Vice President Kamala Harris, as well as with President Biden's senior leadership team. 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, Council on Environmental Quality (CEQ), immigration advisor, COVID-19 Response Team and many senior advisors.

In addition, we have relationships with the Cabinet Secretaries their senior leadership teams at all the agencies affecting the City of Santa Ana priorities, including:

- Department of Justice
- Department of Labor
- Department of Transportation
- Department of Treasury
- Department of Veterans Affairs
- Environmental Protection Agency
- Department of Commerce
- Federal Communications Commission
- Department of Interior
- Department of Housing and Urban Development

Further, Holland & Knight can also call upon a vast range of partners with whom we have strong working relationships such as the U.S. Conference of Mayors, National League of Cities, U.S. Chamber of Commerce, Center for American Progress and the Brookings Institution. We will use our relationships in Washington to advance the City's initiatives and to ensure that the City receives attention at the federal level for its innovative work.



## Proposed Work Plan

---

The strength and power of local governments is at the core of Holland & Knight's Public Policy & Regulatory (PP&R) practice. Through our work representing cities, counties and other municipal entities throughout California and across the country, we have developed a strong foundation on all of the issues that matter to the City of Santa Ana. We understand the unique pressures and needs facing Santa Ana, as well as local governments across the country. We know how to position clients and what it takes to be successful on their behalf. Holland & Knight offers a campaign-style approach to advocacy. We incorporate lobbying, regulatory lawyering, profile-raising, traditional and social media, coalition building and grassroots engagement to achieve client goals.

The Holland & Knight team has a track record of working together successfully, ensuring assigned tasks and deliverables are completed on time. Your proposed Holland & Knight team understands Santa Ana's unique needs.

- Fully grasps the range of federal issues, opportunities and challenges for the City
- Has a proven track record of success
- Has longstanding bipartisan relationships with Santa Ana's congressional, House and Senate leaders, the chairs and members of key committees/subcommittees and top White House and federal agency officials.

Our goal is to function as a seamless extension of your team, serving as the City's Washington D.C., office. We will be in constant communication with you so that together we are effectuating a successful federal program for the City. As reflected throughout our proposal, Holland & Knight has been able to secure significant successes for our local government clients. Our approach is outlined below.

**Strategic Plan:** At the start of our engagement, the Holland & Knight team would meet with you for an in-depth, strategic planning session. This would include:

- Consulting with the Mayor's office and other key personnel to review the City's specific funding objectives, policy priorities and regulatory needs. We would want to understand any new local dynamics around these priorities, the issues/challenges we are trying to address and successes that we could highlight at the federal level.
- Providing the City with a current assessment of the budgetary climate and political dynamics in Washington, D.C., which will govern decisions for the Administration and Congress around a particular issue. We would want to identify upcoming opportunities to highlight your priorities before Congress and the Administration. We would also want to identify new, potential champions and/or opponents at the federal level in Congress, the Administration, and with key stakeholder.
- Using this analysis, we would develop timelines and performance metrics to assess progress on your priorities.
- Creating messaging materials and briefing materials to explain the City's initiatives. We would work closely with your team to quantify the impact of you proposed funding, regulatory and policy priorities both locally and nationally. These materials are "living" documents that will be constantly refined based on new information/feedback we receive.
- In coordination with the Mayor's office, we would work with the City's communications team to develop a media strategy to complement our advocacy work and to ensure that messaging materials reinforce the City's overall message. We would also identify opportunities to highlight the work through local, national, and social media. The goal would be to tell the "Santa Ana story."

- Meeting with potential supporters from the California congressional delegation, Administration and key congressional committees, as well as with key stakeholder groups to advocate for the City's priorities.
- Developing forums for the Mayor to highlight the City's work at the national level by partnering with high-level organizations that can help garner policy and media attention.
- Building outside support for the City's priorities working with mayors from other cities and key stakeholder groups. This includes developing tangible records of support through letters to Congress from key urban stakeholder groups, other mayors and/or other elected officials; resolutions of support from the National League of Cities and/or U.S. Conference of Mayors; and supportive blog posts from outside organizations.

**Advocacy:** As previously mentioned, Holland & Knight will actively and aggressively advocate for the City to advance its priority issues. We will work closely with Congress and the Administration to achieve success on your federal agenda, including having regular contact with federal officials, strategizing on next steps, and assisting you in maintaining and strengthening your relationships. These efforts include:

- Engaging in ongoing discussions with the White House, Congress and relevant federal agencies to discuss your priorities, respond in a timely basis to inquiries and concerns, and gather insider information and intelligence to gain behind-the-scenes insights on challenges and opportunities.
- Identifying critical times in the federal legislative or budgetary process for the City to contact congressional members or the Administration to advance your priority projects or issues.
- Drafting briefs, proposals and other content to advance education efforts and information sharing.
- Creating opportunities for City of Santa Ana officials to provide testimony before Congress on its priorities and assist in the preparation of testimony in Washington, D.C. and through roundtables and events in the City and the region.
- Maintaining constant contact with the City on strategic implementation, making adjustments to strategy as federal political and legislative factors evolve.

Holland & Knight will maximize our advocacy efforts by ensuring City officials have every opportunity to meet with stakeholders in Washington to highlight the City's innovative work and federal priorities. When your team meets in Washington, Holland & Knight will make all arrangements necessary, including:

- Securing meetings with House and Senate members and their staff, the White House, key federal agency officials, stakeholders, and potential coalition partners
- Assisting with advance work, including developing talking points, briefing materials, position papers, and justification packets
- Participating in all meetings to provide support and guidance
- Assisting with follow-up after the visit to ensure that efforts on your behalf are sustained
- Preparing the federal agency staff or congressional members' key staff prior to your visit, so that the meetings are productive and efficient, and the staff are adequately prepared to discuss your projects and priorities.

**Federal Funding:** As previously mentioned, Holland & Knight understands the full range of funding opportunities that the City may choose to pursue and has the expertise to help the City secure additional critical resources. Whether helping to navigate the federal grant and appropriations process or accessing national philanthropic dollars, our team has an unparalleled track record of success.

**Appropriations:** Our team will work closely with the City to determine how your priorities may benefit from the annual appropriations process and use our extensive relationships with the Senate and House Appropriations Committee members to achieve your funding priorities.

**Grants:** When the City decides to pursue a particular grant opportunity, Holland & Knight will assist in mapping a strategic plan to pursue the grant, addressing selection criteria and stressing certain project aspects that the agency may be more focused on in a particular round of funding. Because of our close agency relationships, we often gain key intelligence and insight into program directions that an agency may be considering which can change from year to year. The ability to ascertain the constraints and expectations of the grant-making agencies is one of the most important factors of successful grant awards.

We would use a multi-layered strategy involving the City of Santa Ana staff:

| Date                    | Action from Holland & Knight  | Deliverables  |
|-------------------------|---|---|
| July 2023               | <ul style="list-style-type: none"> <li>Continue to monitor appropriations process and advocate for City's pending Community Project Funding requests</li> <li>Potential trip to DC to meet with delegation and Administration officials to highlight City initiatives and discuss funding opportunities</li> </ul>                  | <ul style="list-style-type: none"> <li>Monthly Report</li> <li>Grants Matrix</li> <li>Schedule D.C. visits</li> </ul> |
| August - September 2023 | <ul style="list-style-type: none"> <li>Develop opportunities for members of Congress to visit Santa Ana to highlight projects/key initiatives</li> <li>End of FY23 on September 30. Provide update and outlook on appropriations process</li> </ul>   | <ul style="list-style-type: none"> <li>Monthly Report</li> </ul>  |
| October 2023            | <ul style="list-style-type: none"> <li>Holland &amp; Knight to lead in-person strategic planning session with key City staff and departments to review legislative and funding priorities in preparation for 2024</li> <li>Provide analysis of pending and upcoming legislative and policy and identify City priorities.</li> </ul> | <ul style="list-style-type: none"> <li>Draft 2024 Policy Platform</li> <li>Monthly Report</li> </ul>                  |
| November 2023           | <ul style="list-style-type: none"> <li>Continue to monitor appropriations process</li> <li>Continued review of funding opportunities and help prioritize City projects</li> <li>Help finalize City's federal policy platform/legislative priorities</li> </ul>  | <ul style="list-style-type: none"> <li>Finalize 2024 Platform</li> <li>Monthly Report</li> </ul>                      |
| December 2023           | <ul style="list-style-type: none"> <li>Identify FY 25 Community Project Funding (CPF) requests</li> <li>Identify potential grant opportunities to pursue in 2024</li> <li>Provide year-end wrap up report to Council/City Manager</li> </ul>  | <ul style="list-style-type: none"> <li>Year-End Report</li> <li>Analysis of spending bills</li> </ul>                 |
| January 2024            | <ul style="list-style-type: none"> <li>Assist Mayor with U.S. Conference of Mayors Winter Meeting and schedule potential meetings to advance City's legislative agenda</li> <li>Finalize FY25 CPF Requests</li> </ul>   | <ul style="list-style-type: none"> <li>Monthly Report</li> <li>Schedule USCM visits</li> </ul>                        |
| February-March 2024     | <ul style="list-style-type: none"> <li>Schedule virtual meetings with delegation to socialize FY25 CPF requests</li> <li>Assist with forms &amp; documentation needed for CPF requests</li> <li>Monitor grant opportunities for City</li> </ul>   | <ul style="list-style-type: none"> <li>Monthly Report</li> <li>CPF Forms and letters</li> </ul>                       |

Please refer to [Attachment B: References](#) in the Certifications section for Holland & Knight's references.

## Exhibit A: D. Conflict of Interest

---

Holland & Knight LLP does not have any current or potential conflicts of interest representing the City of Santa Ana.

Holland & Knight is one of the largest law and lobbying firms in the United States and is often asked to represent a client with interests adverse to another client in an unrelated matter. Holland & Knight follows the applicable rules and codes of professional conduct pertaining to conflicts of interest. Before Holland & Knight accepts the representation of a new client or a new matter for an existing client, the name of the prospective client and related relevant information, including the names of adverse parties, are compared with a list of the firm's current and former clients maintained on a computerized database. If it is determined the prospective representation creates a conflict with an existing or former representation, Holland & Knight would not accept the new client or matter without the conflict being resolved, typically through appropriate disclosure to and waivers from the affected clients.

In addition, Holland & Knight seeks to avoid conflicts of interest which may be created by the employment of new lawyers and non-lawyer staff. Prior to joining the firm, candidates cooperate in a due diligence process that determines whether the joiner would cause a disqualifying conflict of interest that could be imputed to all of Holland & Knight and if so, appropriate procedures are initiated to resolve the conflict pursuant to the ethics rules, ethics opinions and case law in the appropriate jurisdiction.

Holland & Knight represents clients whose interests might be considered generally adverse as competing economic enterprises. As a practice, we do not divulge such relationships because of confidentiality and other professional responsibility considerations. In certain circumstances, where requested by a client and with full disclosure to all affected clients, Holland & Knight does erect an ethics wall (a/k/a an ethical screen) between the Holland & Knight personnel working on matters for the affected clients thus acknowledging Holland & Knight's duty of loyalty and as a means to protect client confidences.

## Exhibit B: P. Litigation Status

---

Holland & Knight (the Firm) is one of the largest law firms in the U.S. with many thousands of clients at any given time. Incident to its discharge of legal services to its clients, the Firm, and/or its lawyers, from time to time becomes involved in controverted matters, including claims against it that are in large part unmeritorious. Attached is a list of litigation pending against the Firm in which the plaintiffs have alleged a breach by the Firm or its lawyers of a professional or contractual obligation to a Firm client or clients. The Firm has not been judged guilty or liable.

Please refer to the below list of pending litigation against Holland & Knight LLP as of March 28, 2023.

Abrahami v. Meister Seelig & Fein LLP et al. v. H&K, et al., Case No. 21-cv-10203, in the United States District Court for the Southern District of New York

Abrahami v. Meir, et al., Case No. xxxxxxxx, Supreme Court of the State of New York, County of New York

Edward L. Berman, et al. vs. Holland & Knight LLP, Case No. 652466-2015, Supreme Court of the State of New York, County of New York

BLDG 44 Developers LLC, BLDG 44 LI LLC, and BLDG Management Co., Inc. v. Holland & Knight LLP, and Kenneth Lowenstein, Case No. 656774/2020, Supreme Court of the State of New York, County of New York

The Brooklyn Tabernacle v. Holland & Knight, et al., Case No. 520533-2020, Supreme Court of the State of New York, County of Kings

Cai v. Holland & Knight, Case No. 100061-2023, Supreme Court of the State of New York, County of New York

EFO Laser Spine Institute, Ltd., EFO Genpar, Inc., and EFO Holdings LP v. Holland & Knight LLP, et al., Case No. 21-CA-008909, Circuit Court in and for Hillsborough County, Florida

Hengda USA Education Co. v. Holland & Knight LLP, et al., Case No. CACE-20-019728, Circuit Court, Seventeenth Judicial Circuit, Broward County, Florida

Kadah, et al. v. H&K, et al., Case No. 152026/2022, Supreme Court of the State of New York, County of New York

Kaktovik Inupiat Corp. v. Holland & Knight LLP, Case No. 2BA-21-00059CI, Utqiagvik Superior Court of Alaska

Key v. Holland & Knight LLP, et al., Case No. 19STCV16821, Superior Court of California, County of Los Angeles

Lodge, Raymond E. v. Enterprise Group Counsel, a Law Corporation; Holland & Knight LLP; David A. Robinson, Esq.; and Does 1-10, inclusive, Case No. 37-2023-00000425-CU-PN-NC, in the Superior Court of California, County of San Diego, North County Division

Medlink Legal Systems LLC v. H&K et al., Case No. 22-9339-CA-01, Circuit Court, Eleventh Judicial Circuit, Miami-Dade County, Florida

Pappas, et al. v. Holland & Knight LLP et al., Case No. 22STCV09229, Superior Court of California, County of Los Angeles

Dr. Michael Perry v. Holland & Knight LLP, et al., Case No. 2021-CA-008937, Circuit Court in and for Hillsborough County, Florida

Soflo, LLC v. Haley G. Pivato, et al., Case No. 2017 CAB 004290, Superior Court of the District of Columbia

Sorenson Impact Foundation and James Lee Sorenson Family Foundation v. Continental Stock Transfer & Trust Company, et al., Case No. 2021-0413-SG, in the Court of Chancery of the State of Delaware

Dr. James St. Louis v. Holland & Knight LLP, et al., Case No. 21-CA-008456, Circuit Court of Hillsborough County, Florida

Walsam 316, LLC, et al. v. Thompson & Knight LLP, et al., Case No. 156653/2022, Supreme Court of the State of New York, County of New York

YA Global Investments, L.P., fka Cornell Capital Partners, LP, et al. v. Holland & Knight LLP, et al., Case No. UNN-L-003685-20, Superior Court of New Jersey, Union County, Law Division

## Certifications

---

Please refer to the following pages for our certifications.



## CITY OF SANTA ANA

### ATTACHMENT A

#### PROPOSER'S CERTIFICATION, PROPOSAL PRICING

#### SAMPLE ONLY


**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

**PROPOSER'S STATEMENT:** I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

|                       |                             |
|-----------------------|-----------------------------|
| Holland & Knight LLP  | 202.955.3000 / 202.955.5564 |
| LEGAL NAME OF COMPANY | PHONE AND FAX NUMBERS       |

|  |
|--|
| 800 17th Street N.W., Suite 1100, Washington, DC 20006 |
| BUSINESS ADDRESS                                       |

|                                  |                       |
|----------------------------------|-----------------------|
| Leslie I. Pollner                | Senior Policy Advisor |
| PRINTED NAME OF AUTHORIZED AGENT | TITLE                 |

|   |         |                          |
|---|---------|--------------------------|
|  | 4.18.23 | leslie.pollner@hklaw.com |
| SIGNATURE OF AUTHORIZED AGENT   | DATE    | E-MAIL ADDRESS           |

|                                   |   |
|-----------------------------------|---|
| 59-0663819                        | N/A                                       |
| FEDERAL ID NUMBER (IF APPLICABLE) | CONTRACTOR LICENSE NUMBER (IF APPLICABLE) |





## CITY OF SANTA ANA

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

### ATTACHMENT B

### REFERENCES

**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

#### **REFERENCE**

Customer Name: City of San Jose, CA Contact Individual: Zane Barnes, Chief  
Intergovernmental Relations Officer  
Address: 200 East Santa Clara Street Phone Number: 408.355.5769  
San Jose, CA 95113 EMAIL: zane.barnes@sanjoseca.gov  
Contract Amount: \$13,500 per month Year: 2017-present

Description of supplies, equipment, or services provided: Provide federal advocacy services for the City, including assistance with federal funding opportunities as well as legislative and regulatory counsel. Regularly present before City Council and assist with meetings in Washington, D.C. and at the U.S. Conference of Mayors.

#### **REFERENCE**

Customer Name: City of Tampa, FL Contact Individual: Ian J. Whitney, Associate Director  
Address: 315 E. Kennedy Blvd Phone Number: 813.274.8016 (M), 813.599.2945 (C)  
Tampa, FL 33602 EMAIL: \_\_\_\_\_  
Contract Amount: \$10,000 per month Year: 2010-present

Description of supplies, equipment, or services provided: Provide federal advocacy representation before U.S. Congress, White House, federal departments and agencies. This includes providing guidance on federal funding opportunities, monitoring legislation and assisting Mayor with priorities.

#### **REFERENCE**

Customer Name: City of Phoenix, AZ Contact Individual: Clark Princell, Chief of Staff  
Address: 200 W. Washington Street Phone Number: 602.558.2747  
Phoenix, AZ 85003 EMAIL: clark.princell@phoenix.gov  
Contract Amount: \$23,000 per month Year: 2013-Present

Description of supplies, equipment, or services provided: Work closely with the City manager and mayor's office to provide federal advocacy representation in Washington, D.C.

**REFERENCE**

Customer Name: City of Seattle, WA Contact Individual: Gael Tarleton, Director

Address: 600 Fourth Ave. Phone Number: 206.798.2835

Seattle, WA 98104 EMAIL: gael.tarleton@seattle.gov

Contract Amount: \$18,500 per month Year: 2014-Present

Description of supplies, equipment, or services provided: Provide comprehensive federal advocacy services for the City, including with the White House, Congress, and federal agencies. This includes providing assistance with federal funding opportunities and creating profile raising opportunities for the Mayor, City Council and city departments.



## CITY OF SANTA ANA

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

### ATTACHMENT C

### PROPOSER'S STATEMENT

**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm Holland & Knight LLP

Signed and Printed Name: Leslie Pollner

Leslie Pollner

Title Senior Policy Advisor

Date 4.18.23



## CITY OF SANTA ANA

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

### ATTACHMENT D

### NON-COLLUSION AFFIDAVIT

**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed Leslie Pollner Leslie Pollner, Senior Policy Advisor

State of Washington County of District of Columbia

Subscribed and sworn to (or affirmed) before me on this 12 day of April, 2023, by Leslie Pollner, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



HENRIETTA J. ELLIS  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires October 14, 2024



## CITY OF SANTA ANA

Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

### ATTACHMENT E

### NON-LOBBYING CERTIFICATION

**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: Ludie Pollner  
Title: Senior Policy Advisor  
Firm: Holland & Knight LLP  
Date: 4.18.23



## CITY OF SANTA ANA

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**

### ATTACHMENT F

#### NON-DISCRIMINATION CERTIFICATION

**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in



## CITY OF SANTA ANA

Execution Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: Lustie Pollner

Title: Senior Policy Advisor

Firm: Holland & Knight LLP

Date: 4.18.23

**EXHIBIT C**

**COMPENSATION**  
**Consultant's Fee Proposal**



# Cost Proposal

## Monthly & Yearly Not-to-Exceed Amount

Our goal is to offer the City of Santa Ana (the City) cost-effective and predictable pricing for our representation as it relates to your initiatives and projects. Based on the services described in your RFP for federal and state lobbying services, Holland & Knight would propose a monthly fixed-rate fee of \$9,800 (\$117,600 annually). Please note that this fixed fee amount is the same that Holland & Knight has charged the City of Santa Ana since 2014. This fixed fee is also inclusive of routine expenses. We would propose that reasonable travel related costs would be reimbursable only with the advance written approval of The City of Santa Ana. The monthly fixed fee rate includes the following:

| Description of Services   |
|---|
| Communications: <ul style="list-style-type: none"><li>Regular weekly call; regular presentations to Legislative Committee and full City Council; monthly written reports; "Week Ahead" and "Eyes on Washington" newsletters</li></ul>   |
| Federal Funding: <ul style="list-style-type: none"><li>Help develop federal funding plan; identify upcoming federal funding opportunities; comprehensive tracker of Bipartisan Infrastructure Law and Inflation Reduction Act opportunities; assistance with Community Project Funding/Congressionally Directed Spending requests; follow up with agencies following grant submission</li></ul> |
| Washington DC travel: <ul style="list-style-type: none"><li>Assistance with scheduling all meetings; preparing briefings; attending meetings; and follow-up</li></ul>   |
| Relationships: <ul style="list-style-type: none"><li>Assist the City developing relationships with White House, Administration, and congressional stakeholders as well as US Conference of Mayors, other key cities, and key organizations.</li></ul>   |
| Legislative Tracking: <ul style="list-style-type: none"><li>Provide strategic counsel on legislation and regulations that could impact the City.</li></ul>  |

## Blended Rates

Hourly rates for each category of employee:

| Title                 | Rate    |
|-----------------------|---------|
| Senior Policy Advisor | \$865   |
| Partner               | \$1,055 |
| Legislative Assistant | \$205   |

## Billable Hours

We do not offer a billable hour for federal advocacy services. Holland & Knight's Public Policy & Regulation Group ended the tracking of billable hours for fixed-fee clients more than 10 years ago – becoming the largest national practice group to do so.

We did this because we found the practice of logging time has several drawbacks. For example, there is the time spent on administrative tasks such as keeping time that otherwise would go to creative solutions for client problems.

There is also the inability of being able to use the full public policy talent within a firm without seeking to charge clients for the additional hours. With Holland & Knight's approach, a client has access to all that advocacy talent and expertise as needed – at no additional cost.

Our innovative flat-fee approach toward billing has been well received since its start. In fact, the U.K.-based Financial Times named Holland & Knight a “standout” among U.S. law firms that have developed creative ways of adapting to formidable challenges in the business environment.

In selecting Holland & Knight as a “Business of Law” leader, one of only five U.S. law firms at the top of its list, the Times cited our decision to stop tracking billable hours for fixed-fee clients as of January 1, 2012. Instead, the newspaper wrote, “the team devised a more efficient system that simply measures output rather than time. Clients are still billed on a fixed monthly fee and receive monthly or quarterly progress reports on what tasks have been fulfilled.”

However, despite the recognition and success of this approach, Holland & Knight embraces additional innovative fee structures that are directly tied to helping our clients achieve their goals. We recognize that organizations such as the City of Santa Ana are under increased scrutiny to manage their spending efficiently and control costs.

Please note that, with this offer, we welcome the opportunity to help our clients secure their goals through tailoring pricing structures. Be assured that we are committed to helping our clients secure their goals through non-traditional pricing arrangements.