

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

CERTIFICATE NUMBER
(FOR COMPTROLLER'S USE ONLY)
300000923

TO:
CITY COUNCIL

FROM (ORIGINATING DEPARTMENT):
Office of the Mayor

DATE:
8/23/2016

SUBJECT: Amendment to contract for Federal Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Squire Patton Boggs (US) LLP. and authorize a two year extension to the agreement with funding

PRIMARY CONTACT (NAME, PHONE):
Alejandra Gavaldon, 619-236-6980

SECONDARY CONTACT (NAME, PHONE):
Kristin Tillquist, 619-236-6597

COMPLETE FOR ACCOUNTING PURPOSES

FUND	100000				
FUNCTIONAL AREA					
COST CENTER	1411000013				
GENERAL LEDGER ACCT	512109				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$84,000.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): City shall pay Consultant a monthly retainer of \$14,000 over the course of the contract which ends December 31, 2018 for a cumulative amount not to exceed \$336,000 as follows:
 FY2017 = \$84,000
 FY2018 = \$168,000
 FY2019 = \$84,000
 TOTAL = \$336,000

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Liaison Office	ORIG DEPT.	Hansen, Mike	08/26/2016
Environmental Analysis	CFO		
Financial Management	DEPUTY CHIEF	Hansen, Mike	09/06/2016
Comptroller	COO		
Equal Opportunity Contracting	CITY ATTORNEY	Morrison, Catherine	09/06/2016
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor, or his Designee, the authority to execute a first amendment of the Agreement with Squire Patton Boggs (US), LLP for Federal Legislative and Executive Branch Consulting Services and Representation in the amount of \$336,000 for government relations services; and
2. Authorizing the Chief Financial Officer to expend an amount not to exceed \$84,000 in Fiscal Year 2017 from Fund No. 100000, General Fund, Cost Center No.1411000013, Office of the Mayor, for the purposes of executing this agreement; and
3. Authorizing the Chief Financial Officer to expend an amount not to exceed \$168,000 in Fiscal Year 2018 Fund No. 100000, General Fund Cost Center No. 1411000013, Office of the Mayor, for the purposes of executing this agreement, contingent upon the adoption of the Fiscal Year 2018 Appropriation Ordinance and contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and
4. Authorizing the Chief Financial Officer to expend an amount not to exceed \$84,000 in Fiscal Year 2019 Fund No. 100000, General Fund Cost Center No. 1411000013, Office of the Mayor, for the purposes of executing this agreement, contingent upon the adoption of the Fiscal Year 2019 Appropriation Ordinance and contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

STAFF RECOMMENDATIONS:
Approve Requested Action

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S):	All
COMMUNITY AREA(S):	All
ENVIRONMENTAL IMPACT:	This activity is not a Project as defined in the CEQA Guidelines Section 15378(b) (5). Based on the definition the activity does not meet the definition of a project and would therefore not be subject to CEQA pursuant to a Section of 15060(c)(3) of the State CEQA guidelines.
CITY CLERK INSTRUCTIONS:	

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 8/23/2016

ORIGINATING DEPARTMENT: Office of the Mayor

SUBJECT: Amendment to contract for Federal Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Squire Patton Boggs (US) LLP. and authorize a two year extension to the agreement with funding

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Alejandra Gavaldon/619-236-6980

DESCRIPTIVE SUMMARY OF ITEM:

Amendment to contract for Federal Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Squire Patton Boggs (US) LLP. and authorize a two year extension to the agreement with funding

STAFF RECOMMENDATION:

Approve Requested Action

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

For more than 40 years, the City has contracted with government relations firms to ensure that the City maintains effective advocacy before the Federal legislature. These advocates promote City adopted policy regarding: federal funding opportunities; federal legislative goals; and federal regulatory goals.

In May 2014, a Request For Proposal was issued for Federal Legislative and Executive Branch Consulting Services and Representation.

On September 30, 2014 Council approved the contract with Squire Patton Boggs (US), LLP. Since 2014 Squire Patton Boggs (US), LLP has been providing government relations services to the City in accordance with the contract. This amendment executes the option to renew this Agreement for two additional one year periods following the completion of services on December 31, 2016. The renewal will commence January 1, 2017 and continue through December 31, 2018.

The principal responsibility of the Consultant is achieving federal funding and other legislative objectives for the City, including advocating before Legislative and Regulatory Decision-Makers on behalf of the City.

In cooperation with the Office of the Mayor and other appropriate City departments, the Legislative Representative helps develop and implement a detailed work plan to maximize funding awards and favorable legislation for the City. The work plans include the following areas:

1. Bond allocations, grants and other funding opportunities;
2. Community and Economic Development;
3. Bi-national issues;

4. Municipal revenues and Operations
5. Affordable Housing, Neighborhood Services, and Homelessness;
6. Infrastructure and Public Works;
7. Public Safety and Homeland Security;
8. Stormwater; and
9. Water and Waste water, including recycled water and energy management.

In fulfillment of the work plans, the Legislative Representative(s) provides services and advice including, but not limited to the following:

1. Representing the City in interacting with the President and elected representatives and staff persons, Federal agencies, boards, commissions and legislative and regulatory bodies.
2. Researching, identifying opportunities, and providing written and oral information to the City, as specified by the Office of the Mayor on matters which include, but are not limited to:
 1. Grants and other funding opportunities for proposed City projects;
 2. Existing and proposed federal laws and regulations that affect City interest;
 3. Reports on, and testimony from, legislative hearings;
 4. The development and progress of federal issues affecting specified City interests;
 5. Federal agency and department regulations, guidelines, directives, and other instruments of administrative policy;
 6. Technical reports and memoranda affecting City operations and fiscal conditions;
 7. Arranging meetings for City elected officials and personnel with elected officials, administration and staff.
 8. Coordinating with the City's Grants Administrator and grant writers in the appropriate city departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City;
 9. Providing monthly reports for distribution to City Council Describing activities and services provided on behalf of the City at the directions of the Office of the Mayor; making at least two appearances per year before the council committee responsible for Federal legislative and regulatory activities;
 10. Assisting the City's Public Utilities Department in its legislative efforts, including but not limited to, the Point Loma Wastewater Treatment Plant permit, implementation of potable reuse and resulting greenhouse gas reduction, advocacy on high priority bills, on-site quarterly meetings and weekly conference calls during the legislative session.

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

CITY STRATEGIC PLAN GOAL(S)/OBJECTIVE(S):

Goal # 1: Provide high quality public service

Objective # 4: Ensure equipment and technology are in place so that employees can achieve high quality public service

Goal #2: Work in partnership with all of our communities to achieve safe and livable neighborhoods

Objective #1: Protect lives, property, and the environment through timely and effective response in all communities

Objective #2: Reduce and prevent crime

Objective #3: Invest in infrastructure

Objective #4: Foster services that improve quality of life

Goal #3: Create and sustain a resilient and economically prosperous City

Objective #1: Create dynamic neighborhoods that incorporate mobility, connectivity, and sustainability

Objective #2: Increase water independence

Objective #3: Diversify and grow the local economy

Objective #4: Prepare and respond to climate change

Objective #5: Enhance San Diego's global standing

FISCAL CONSIDERATIONS:

A monthly retainer of \$14,000 over the course of the contact which ends December 31, 2018 for a cumulative amount not to exceed \$336,000. Contractor's invoices are charged to the General Fund, and the Non-General Fund portion of the expense will be offset by a transfer of revenue from the Non-General Fund departments.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No.18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

On September 30, 2014, Council approved the contract with Squire Patton Boggs (US), LLP by Resolution R-309240.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The City and the Firm. Residents are ultimately affected by the allocation of Federal funds and the passing of legislation

Hansen, Mike
Originating Department

Hansen, Mike
Deputy Chief/Chief Operating Officer

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT WITH SQUIRE PATTON BOGGS (US), LLP FOR FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH CONSULTING SERVICES AND REPRESENTATION IN THE AMOUNT OF \$336,000.

WHEREAS, on September 30, 2014, the City of San Diego (City) and Squire Patton Boggs (US) LLP (Consultant), entered into an agreement for Federal Legislative and Executive Branch Consulting Services and Representation in an amount not to exceed \$372,000 (Agreement) for Fiscal Year 2015 and Fiscal Year 2016 and until the completion of Services or December 31, 2016, whichever is the earliest; and

WHEREAS, in the Agreement, the City reserved the option to renew the Agreement for two (2) additional one (1) year periods under the terms and conditions of the Agreement; and

WHEREAS, the City and Consultant have agreed to extend the Agreement for two additional years following the completion of services on December 31, 2016; and

WHEREAS, the renewal shall commence on January 1, 2017, and continue through December 31, 2018; and

WHEREAS, the renewal will add \$336,000 to the Agreement; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego,

1. The Mayor, or his designee, is authorized to execute a First Amendment to the Agreement with Squire Patton Boggs (US), LLP for Federal Legislative and Executive Branch Consulting Services and Representation in the amount of \$336,000, under the terms and conditions set forth in the Agreement, on file in the Office of the City Clerk as Document No. RR-_____; and

2. The Chief Financial Officer is authorized (a) to expend an amount not to exceed \$84,000 in Fiscal Year 2017 from Fund No. 100000, General Fund, Cost Center No.1411000013, Office of the Mayor, for the purposes of executing the Agreement; (b) to expend an amount not to exceed \$168,000 in Fiscal Year 2018 Fund No. 100000, General Fund Cost Center No. 1411000013, Office of the Mayor, for the purposes of executing the Agreement, contingent upon the adoption of the Fiscal Year 2018 Appropriation Ordinance and contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer; and (c) to expend an amount not to exceed \$84,000 in Fiscal Year 2019 Fund No. 100000, General Fund Cost Center No. 1411000013, Office of the Mayor, for the purposes of executing the Agreement, contingent upon the adoption of the Fiscal Year 2019 Appropriation Ordinance and contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be on deposit with the City Treasurer.

APPROVED: JAN I. GOLDSMITH, City Attorney

By

Catherine C. Morrison
Deputy City Attorney

CCM:jvg:cm
August 30, 2016
Doc. No.: 1341953

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
August 30, 2016

SUBJECT: Amendment to Contract for Federal Legislative and Executive Branch Consulting Services and Representation Between the City of San Diego and Squire Patton Boggs (US) LLP and Execute the Right to 2 One Year Extensions with Funding

GENERAL CONTRACT INFORMATION

Recommended Contractor: Squire Patton Boggs (Not Certified, M – Cauc.)

Amount of this Action: \$ 84,000.00 (FY17)
\$ 252,000.00 (FY18)
Previous Action: \$ 330,000.00
Cumulative Total: \$ 666,000.00

Funding Source: City of San Diego

Goal: 20% Voluntary

SUBCONTRACTOR PARTICIPATION

There is no subcontractor participation identified with this action. Any future subcontracting activity will be subject to Agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

Squire Patton Boggs submitted a Work Force Report for their San Diego employees dated, August 29, 2016 indicating 142 employees in their Administrative Workforce.

The Administrative Work Force indicates under representations in the following categories:

Black, Latino, Asian, Filipino and Female in Professional
Black and Latino in Administrative Support

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of September 23, 2014. Staff will continue to monitor the firm's efforts to implement their EEO plan.

This agreement is subject to the City's Equal Employment Outreach Program (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

Authorizing the Chief Financial Officer to Expend an amount not to exceed \$84,000 in Fiscal Year 2017 from Fund No. 100000, General Fund, Cost Center No. 1411000013, Office of the Mayor, for the purposes of executing this agreement and an amount not to exceed \$252,000 in Fiscal Year 2018 Fund 100000, General Fund Cost Center No. 1411000013, Office of the Mayor, for the purposes of executing this

agreement, contingent upon the adoption of the Fiscal Year 2018 Appropriation Ordinance and contingent upon the Chief Financial Officer furnishing a certificate certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer..

RW



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

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

NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION

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

Name of Company: SQUIRE PATTON BOGGS (US) LLP

ADA/DBA:

Address (Corporate Headquarters, where applicable): 4900 KEY TOWER, 127 PUBLIC SQUARE

City: CLEVELAND County: CUYAHOGA State: OH Zip: 44114

Telephone Number: (216) 479-8500 Fax Number: (216) 479-8780

Name of Company CEO: MARK RUEHLMANN

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

Address:

City: County: State: Zip:

Telephone Number: () Fax Number: () Email:

Type of Business: LAW FIRM Type of License:

The Company has appointed: BONNIE DICOLA

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

Address: 4900 KEY TOWER, 127 PUBLIC SQUARE, CLEVELAND, OH 44114

Telephone Number: (216) 479-8029 Fax Number: (216) 479-8717 Email: bonnie.dicola@squirepb.com

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

Check the box above that applies to this WFR.

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

I, the undersigned representative of Squire Patton Boggs (US) LLP (Firm Name)

Cuyahoga, OHIO hereby certify that information provided (County) (State)

herein is true and correct. This document was executed on this 29 day of August, 2016

Bonnie DiCola (Authorized Signature)

Bonnie DiCola (Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: SQUIRE PATTON BOGGS (US) LLP

DATE: 8/29/2016

OFFICE(S) or BRANCH(ES): CLEVELAND, OH

COUNTY: CUYAHOGA

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

- 1) Black, African-American
- 2) Hispanic, Latino, Mexican-American, Puerto Rican
- 3) Asian
- 4) American Indian, Eskimo
- 5) Filipino, Asian Pacific Islander
- 6) White, Caucasian
- 7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1	4	
Professional	1	1										35	39	2
A&E, Science, Computer												3		
Technical														
Sales														
Administrative Support		4										2	50	
Services														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	1	5										41	93	2
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Grand Total All Employees 142

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

Disabled												1	4	
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: SQUIRE PATTON BOGGS (US) LLP

DATE: 8/29/2016

OFFICE(S) or BRANCH(ES): CLEVELAND, OH

COUNTY: CUYAHOGA

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

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

Totals Each Column														
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Grand Total All Employees

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

Disabled														
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WORK FORCE REPORT – Page 2

NAME OF FIRM: SQUIRE PATTON BOGGS (US) LLP

DATE: 8/29/2016

OFFICE(S) or BRANCH(ES): WASHINGTON, DC

COUNTY: DISTRICT OF COLUMBIA

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Management & Financial												2	
Professional	4	2	4	4	1	1	1					51	41	1
A&E, Science, Computer	1		1									3		
Technical														
Sales														
Administrative Support	2	25	1	1	1							1	22	
Services														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	7	27	6	5	2	1	1					57	63	1
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Grand Total All Employees 170

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

Disabled												4		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: SQUIRE PATTON BOGGS (US) LLP

DATE: 8/29/2016

OFFICE(S) or BRANCH(ES): WASHINGTON, DC

COUNTY: DISTRICT OF COLUMBIA

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

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

Totals Each Column														
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Grand Total All Employees

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

Disabled														
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CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

Exhibit A: Work Force Report Job categories-Administration

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

Management & Financial

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

Professional

Art and Design Workers

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

Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

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

Crafts

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

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

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

Workers, Extractive Crafts, Miners



The City of San Diego



Request for Human Resources Approval for Purchase Requisition (Contracting Out Review Request Form)

Requesting Department: Office of the Mayor
 Vendor Name: Squire Patton Boggs
 WBS No. or Project Title: Lobbying Contracts
 Purchase Requisition # (if available): _____
 Department Contact: Alma Udrya Alejandra Gavaldon
 Date of Request: 09/16/2014 Sept. 1, 2014
 Contract Amount/Estimate: \$ 372,000.00 \$ 336,000
 Contract/Service Duration: 27 Months 2 YEARS

NOTE: Please provide a description of the activity/services requested and what the request to contract out work will cover.
 (Please use plain language for the terms/definitions)

Please submit request to HumanResources@sanidiego.gov or MS 56L

Question	Department Response
What is the contract/service for? (Please be specific as to the scope of work)	Contracting Federal lobbying services, which includes funding allocation and the creation of favorable legislation for the City of San Diego. no change of scope of services only change of dates of contract due to extension
What is the location of the project/service?	Washington, DC
Are City employees currently performing any of the work?	No
Do City employees currently have the expertise to do this work in-house? If not, why not?	No, Squire Patton Boggs (US), LLP offers unparalleled expertise in working with decision makers on the Federal level.

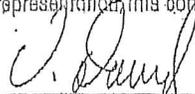
Will any City employees be displaced as a result of this contract/service?	No
If this is a renewal of an existing contract, how long have these services been contracted out?	No
Is this a Public Works project? * (i.e. construction, reconstruction or repair of City buildings, street or other facilities)	No
Is this a Tenant Improvement project? * (i.e. changes to the interior of a City facility, such as floors, wall coverings, shelves, ceilings, windows, partitions, etc.)	No
Was another Department contacted to determine if they can or do perform this service (i.e. Streets, Facilities, etc.)? If so, please attach communication. If not, why was another Department not contacted?	No, the Office of the Mayor handles contracts with federal lobbying services.



*NOTE: If Public Works project (\$100,000 in labor costs or less) or Tenant Improvement project (\$250,000 in labor costs or less) requires HR review/approval. All other contracts require HR review/approval regardless of dollar amount. Remember - Departments cannot intentionally bundle services to avoid the threshold labor costs.

HUMAN RESOURCES DEPARTMENT USE ONLY

Based on the Department's representation, this contract is **APPROVED** from a labor relations perspective.


 Human Resources Department Liaison

9-16-14
 Date

September 2014

Re- **APPROVED**

9/11/16

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
SQUIRE PATTON BOGGS (US), LLP FOR FEDERAL LEGISLATIVE AND
EXECUTIVE BRANCH CONSULTING SERVICES AND REPRESENTATION**

This First Amendment to the Agreement between the City of San Diego and Squire Patton Boggs (US), LLP for Federal Legislative and Executive Branch Consulting Services and Representation (First Amendment) is made and entered into by and between the City of San Diego (City) and Squire Patton Boggs (US), LLP (Consultant), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. In May 2014, the City issued RFP No. 10046890-14-H for Federal Legislative and Executive Branch Consulting Services and Representation, and accepted Contractor's Proposal, resulting in a contract between the City and Consultant (Contract). The City was authorized by Resolution R-309240 to enter into the Contract on September 30, 2014.

B. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.

C. The Parties wish to amend the Contract to renew for an additional two years from the completion of services on December 31, 2016 for a total increase to the Contract of \$336,000.

The Parties agree as follows:

FIRST AMENDMENT TERMS

1. Section 2.1 of the Contract is revised to read as follows:

"The City exercises its option to renew this Agreement for two (2) additional one (1) year periods following the completion of services on December 31, 2016. The renewal shall commence on January 1, 2017 and continue through December 31, 2018 (Renewal Term). The Parties have mutually agreed to this renewal."

2. Section 3.1 of the Contract is revised to add the following:

"The City shall pay Consultant for performance of all Services rendered in accordance with the First Amendment during the Renewal Term, including reasonably related expenses, for a total additional amount of \$336,000."

3. This First Amendment constitutes the entire understanding between the City and Consultant with respect to the amendments to the Contract. This First Amendment shall affect only the Sections to the Contract referred to herein. All other terms and conditions of the Contract and any prior amendments shall remain in full force and effect.

4. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

IN WITNESS WHEREOF, this First Amendment is executed by the City of San Diego pursuant to Resolution No. R - _____ authorizing such execution, and Consultant acting by and through their authorized officers.

Consultant

By: Pamela Welsh
Name: Pamela Welsh
Title: Principal
Date: 8.26.2016

City of San Diego

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form this ___ day of _____, 2016

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

Print Name

The City of San Diego
 COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 3000009234
 DEPT. NO. _____

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: _____ \$84,000.00

Vendor: Squire Patton Boggs (US) LLP

Purpose: Amendment to contract for Federal Legislative and Executive Branch Consulting Services and Representation between the City of San Diego and Squire Patton Boggs (US) LLP. And execute the right to 2 one year extensions with funding.

Date: August 31, 2016 By: Grace Alhie
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	100000			OTHR-00000000-GG	512059	1411	1411000013		\$84,000.00
TOTAL AMOUNT									\$84,000.00

FUND OVERRIDE

DUPLICATE



AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
SQUIRE PATTON BOGGS (US), LLP
FOR
FEDERAL LEGISLATIVE AND EXECUTIVE BRANCH
CONSULTING SERVICES AND REPRESENTATION

CONTRACT NUMBER: 10046890

DOCUMENT NO. RR-309240
FILED SEP 30 2014
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

**AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND SQUIRE PATTON BOGGS (US), LLP
FOR CONSULTANT SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation (City), and Squire Patton Boggs (US), LLP (Consultant), also referred to individually as "Party" and collectively as the "Parties," for Consultant to provide services to City for Federal legislative and executive branch consulting services and representation (Project).

RECITALS

WHEREAS, City issued RFP No. 10046890-14-H for Federal Legislative and Executive Branch Consulting Services and Representation (RFP); and

WHEREAS, Consultant submitted a proposal dated June 9, 2014 in response to RFP No. 10046890-14-H (Proposal); and

WHEREAS, City determined that Consultant's Proposal is the winning proposal and intends to award the contract to Consultant with agreed upon terms described herein.

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
CONSULTANT SERVICES**

1.1 Scope of Services. Consultant shall perform the services set forth in the written Scope of Services as shown in Exhibit A (Services) at City's direction.

1.2 Competitive Bidding. If applicable, Consultant shall ensure that any plans, specifications, studies, or reports prepared, required, or recommended under this Agreement allow for competitive bidding.

**ARTICLE II
DURATION OF AGREEMENT**

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40, retroactive to October 1, 2014. Unless otherwise terminated, it shall be effective until completion of Services or December 31, 2016, whichever is the earliest. The City reserves the option to renew the Agreement for two (2) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Consultant with such agreement to be confirmed within sixty (60) days prior to the expiration of the

Agreement period. Either the City or the Consultant may decline to confirm the renewal of the Agreement for any reason whatsoever, which shall render the renewal option null and void. The Agreement may not exceed five years unless approved by City ordinance.

2.2 Time of Essence. Time is of the essence for each provision of this Agreement unless otherwise specified in this Agreement.

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

2.4 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to City. The termination of the Services shall be effective upon receipt of the notice by Consultant.

2.5 City's Right to Terminate for Default. Consultant's failure to satisfactorily perform any obligation required by this Agreement constitutes a default. If Consultant fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. City's rights and remedies enumerated in this section are cumulative and shall not limit, waive, or deny any of City's rights under any other provision of this Agreement, nor does this section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to City against Consultant.

2.6 Contractor's Right to Payment Following Contract Termination.

2.6.1 Termination for Convenience. If the termination is for the convenience of City and if this is a fixed price contract, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

2.6.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.2. City's rights

and remedies are in addition to any other rights and remedies provided by law or under this Contract.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Consultant for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, as described in the Compensation and Fee Schedule, attached hereto as Exhibit B, for a total contract amount not to exceed \$372,000.000.

3.2 Additional Services. City may require that Consultant perform additional Services beyond those described in Exhibit A (Additional Services). City and Consultant must agree in writing upon a fee for any Additional Services to be performed, including reasonably related expenses, consistent with Exhibit B and section 3.3, below.

3.3 Manner of Payment. For the duration of this Agreement, Consultant shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in Exhibit B. Consultant shall submit one invoice per calendar month in a form acceptable to City in accordance with Exhibit B. Consultant shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information required by City, including, but not limited to, the progress percentage of Services and/or deliverables completed prior to the invoice date. City will pay undisputed portions of invoices within thirty (30) calendar days of receipt.

3.4 Electronic Payment. Consultant may receive payments electronically instead of by check. Information and forms are available at <http://www.sandiego.gov/purchasing/vendor>.

3.5 Eighty Percent Notification. Consultant shall promptly notify City in writing of any potential cost overruns including, but not limited to, the following: (i) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement, or (ii) where the total cost for performance of the Services may be greater than the maximum compensation for this Agreement.

3.6 Annual Appropriation of Funds. Consultant acknowledges that the Contract term may extend of multiple City fiscal years, and Consultant understands and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensations for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and

authorized. City is not obligated to pay Consultant for any amounts not duly appropriated and authorized by City Council.

ARTICLE IV CONSULTANT'S OBLIGATIONS

4.1 Industry Standards. Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor, or other City representatives is required, such approval is general only and does not relieve Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Maintenance of Records. Consultant shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to the rendering of the Services throughout the performance of the Services and for a period of five (5) years following completion of Services. Consultant further agrees to allow City to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times at no charge to City and upon reasonable notice to Consultant of intent to inspect, copy, and audit.

4.3 Duty to Cooperate with City Auditor on Audits. In the event of an audit and upon reasonable and advance notice, Consultant agrees to reasonably cooperate in responding to questions from authorized City representatives relating to the Contract and to timely make any and all records relating to this Contract available for inspection, copying, reproduction, or auditing by City representatives, including the City Auditor and his or her designee(s), at no cost to the City at a location within the City of San Diego during normal business hours. As used in this provision, "records" means any "writing" as defined in the California Public Records Act including, but not limited to, emails, contracts, agreements, invoices, financial statements, and correspondence, regardless of how the record is created or stored. Consultant's failure to make the requested records available for inspection, copying, reproduction, or auditing by the date requested by the authorized City representative may be deemed a material breach of the Contract. City may pursue appropriate remedies in law or equity to obtain such records. Notwithstanding any other provision of the Contract, this provision shall survive the termination or expiration of this Contract.

4.4 Insurance. Consultant shall not begin the Services under this Agreement until it has: (a) obtained, and provided to City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, City reserves the right to request, and Consultant shall submit, copies of any policy upon reasonable request by City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that City is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the

policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City.

Further, Consultant shall not modify any policy or endorsement thereto which increases City's exposure to loss for the duration of this Agreement.

4.4.1 Types of Insurance. At all times during the term of this Agreement, Consultant shall maintain insurance coverage as follows:

4.4.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

4.4.1.2 Commercial Automobile Liability. For all of Consultant's automobiles including owned, hired and non-owned automobiles, Consultant shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

4.4.1.3 Workers' Compensation. For all of Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and Consultant shall provide an endorsement that the insurer waives the right of subrogation against City and its respective elected officials, officers, employees, agents and representatives.

4.4.1.4 Professional Liability. For all of Consultant's employees who are subject to this Agreement, Consultant shall keep in full force and effect coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. Consultant shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Project; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Project or termination of this Agreement whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase City's exposure to loss.

4.4.2 Deductibles.

All deductibles on any policy shall be the responsibility of Consultant and shall be disclosed to City at the time the evidence of insurance is provided.

4.4.3 Acceptability of Insurers.

4.4.3.1 Except for the State Compensation Insurance Fund, all insurance required by this Agreement or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by City.

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

4.4.4 Required Endorsements

The following endorsements to the policies of insurance are required to be provided to City before any work is initiated under this Agreement.

4.4.4.1 Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Consultant's insurance and shall not contribute to it.

4.4.4.2 Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of Consultant.

4.4.4.3 Worker's Compensation and Employer's Liability Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

4.4.5 Reservation of Rights. City reserves the right, from time to time, to review Consultant's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to City. City will reimburse Consultant for the cost of the additional premium for any coverage requested by City in excess of that required by this Agreement without overhead, profit, or any other markup.

4.4.6 Additional Insurance. Consultant may obtain additional insurance not required by this Agreement.

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

4.5 Drug-Free Workplace. Consultant agrees to comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, incorporated into this Agreement by this reference. Consultant shall certify that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form (Exhibit D).

4.6 Non-Discrimination Requirements.

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

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

4.6.3 Compliance Investigations. Upon City's request, Consultant agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and/or suppliers that Consultant has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance as described in San Diego Municipal Code (SDMC) sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against Consultant up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Consultant further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

4.64 ADA Certification. As evidenced in Exhibit G, Consultant certifies that it agrees to comply with City's Americans with Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, which is incorporated into this Agreement by reference.

4.7 Conflict of Interest. Consultant is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et. seq. and 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in SDMC sections 27.3501 through 27.3595. If Consultant violates any conflict of interest laws, the violation shall be grounds for immediate termination of this Contract. Further, the violation subjects Consultant to liability to the City for attorneys' fees and all damages sustained as a result of the violation.

ARTICLE V INDEMNIFICATION

5.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including, but not limited to, claims asserted or costs, losses, attorneys' fees, or payments for injury to any person or property caused or claimed to be caused by Consultant's acts or omissions, or those of Consultant's employees, agents, and/or officers, arising out of any services performed under this Agreement, Consultant agrees to defend, indemnify, protect, and hold harmless City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of Consultant, its employees, agents or officers, or any third party. Consultant's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of City, its agents, officers, or employees.

ARTICLE VI DISPUTE RESOLUTION

6.1 Mediation. If a dispute arises out of or relates to this Contract and if the dispute cannot be settled through normal contract negotiations, Contractor and City shall first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

6.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by the American Arbitration Association or any other agreed upon mediator.

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

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

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

ARTICLE VII MISCELLANEOUS

7.1 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

7.2 Independent Contractors. Consultant and any subcontractors employed by Consultant shall be independent contractors and not agents of City. Any provisions of this Agreement that may appear to give City any right to direct Consultant concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that Consultant shall follow City's direction concerning the end results of the performance.

7.3 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, Consultant shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

7.4 Jurisdiction and Venue. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.

7.5 Conflicting Terms. If an apparent conflict or inconsistency exists between the main body of this Agreement, the Exhibits, or Section III of the RFP (Specific Provisions), the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, the RFP, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

7.6 Notices. In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to City shall be addressed to: Jaymie Bradford, Deputy Chief of Staff/Chief of Policy, City of San Diego, 202 "C" Street, San Diego, California, 92101, jbradford@sandiego.gov, and notice to Consultant shall be addressed to: Kevin O'Neill, Squire Patton Boggs (US), LLP, 2550 M Street, NW, Washington, DC 20037, kevin.o'neill@squirepb.com.

7.7 Incorporation by Reference. All Exhibits referenced in this Agreement, the RFP, and Proposal, are incorporated into the Agreement by this reference.

7.8 Ownership of Documents. Once Consultant has received any compensation for Services performed under this Agreement, all documents, including, but not limited to, original plans, maps, studies, sketches, drawings, computer printouts and disk files, and specifications, prepared in connection with or related to the Services, shall be City's property.

7.9 Integration. This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

7.10 Equal Benefits Ordinance. This Agreement is subject to the Equal Benefits Ordinance (EBO) codified in SDMC sections 22.4301 through 22.4308. All Consultants are required to complete the EBO Certification of Compliance included herein. (see Exhibit E).

In accordance with the EBO, Consultant must certify it will provide and maintain equal benefits for the duration of the contract. Failure to maintain equal benefits is a material breach of the contract. Consultant must notify employees of its equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Consultant also must give City access to documents and records sufficient for City to verify Consultant is providing equal benefits and otherwise complying with EBO requirements.

7.11 Public Records. This Agreement is public document subject to the California Public Records Act, and may be subject to public review (see Exhibit F).

7.12 Confidentiality of Services. All services performed by Consultant, and any subcontractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Consultant or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by City; (2) subsequently becomes publicly known through no act or omission of Consultant; or (3) otherwise becomes known to Consultant other than through disclosure by City.

7.13 No Waiver. No failure of either City or Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Contract, the exercise of any option contained herein, or any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

The remainder of this page has been intentionally left blank

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

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

SQUIRE PATTON BOGGS (US), LLP

By: 

Name: Kevin O'Neill

Title: Partner

Date: 9/24/14

THE CITY OF SAN DIEGO

By: 

Dennis Gakunga
Director
Purchasing & Contracting

Date: 9/30/14

Approved as to form and legality this 30th day of September, 2014.

JAN I. GOLDSMITH, City Attorney

By: 
Deputy City Attorney

LIST OF EXHIBITS

- Exhibit A Scope of Services
- Exhibit B Compensation and Fee Schedule
- Exhibit C Time Schedule [Not used]
- Exhibit D Consultant Certification for a Drug-Free Workplace
- Exhibit E Equal Benefits Ordinance Certification of Compliance
- Exhibit F Acknowledgment of California Public Records Act
- Exhibit G American with Disabilities Act (ADA) Compliance Certification
- Exhibit H Consultant Award Tracking Form

SCOPE OF SERVICES

The principal responsibility of the Consultant shall be achieving Federal funding and other legislative objectives for the City, including advocating before Legislative and Regulatory Decision-Makers on behalf of the City.

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

1. Appropriations, grants and other funding opportunities;
2. Community and Economic Development;
3. Bi-national issues;
4. Municipal Revenues and Operations;
5. Affordable Housing, Neighborhood Services, and Homelessness;
6. Infrastructure and Public Works;
7. Public Safety and Homeland Security;
8. Stormwater; and
9. Water and Wastewater, including recycled water and energy management.

In fulfillment of the work plans, the Legislative Representative(s) shall provide services and advice including, but not be limited to the following:

1. Representing the City in interacting with the Executive Branch and elected representatives and staff persons, Federal agencies, boards, commissions and legislative and regulatory bodies.
2. Researching, identifying opportunities, and providing written and oral information to the City, as specified by the Office of the Mayor on matters which include, but are not limited to:
 - a. Grants and other funding opportunities for proposed City projects;
 - b. Existing and proposed Federal laws and regulations that affect City interests;
 - c. Reports on, and testimony from, legislative hearings;
 - d. The development and progress of Federal issues affecting specified City interests;
 - e. Federal agency and department regulations, guidelines, directives, and other instruments of administrative policy;

- f. Technical reports and memoranda affecting City operations and fiscal conditions;
- g. Arranging meetings for City elected officials and personnel with elected officials, administration and staff;
- h. Coordinating with the City's Grants Administrator and grant writers in the appropriate city departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City;
- i. Providing monthly reports for distribution to City Council describing activities and services provided on behalf of the City at the direction of the Office of the Mayor; making at least two appearances per year before the Council committee responsible for Federal Legislative and Regulatory Activities;
- j. Assisting the City's Public Utilities Department in its legislative efforts, including but not limited to, the Point Loma Wastewater Treatment Plant permit, and implementation of potable reuse.

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

COMPENSATION AND FEE SCHEDULE

Monthly Retainer

October 1, 2014 to September 30, 2015	\$13,500 x 12 month = \$162,000.00
October 1, 2015 to December 31, 2016	\$14,000 x 15 month = \$210,000.00

Total \$372,000.00

TIME SCHEDULE

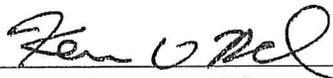
[Not used]

CONSULTANT CERTIFICATION FOR A DRUG-FREE WORKPLACE

PROJECT TITLE: Federal Legislative and Executive Branch
Consulting Services and Representation

I hereby certify that I am familiar with the requirement of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the request for proposals, and that:
Squire Patton Boggs (US) LLP
Name under which business is conducted

has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractors agreement to abide by the provisions of Section 4.9.1 subdivisions A through C of the policy as outlined.

Signed 
Printed Name Kevin O'Neill
Title Partner
Date 9/24/14

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Squire Patton Boggs (US) LLP	Contact Name: Kevin O'Neill
Company Address: 2550 M Street NW	Contact Phone: 202-457-6136
Washington, DC 20037	Contact Email: kevin.oneill@squirepb.com

CONTRACT INFORMATION

Contract Title: Federal Legislative and Executive Branch Consulting Services and Representation	Start Date:
Contract Number (if no number, state location): 10046890	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Kevin O'Neill/Partner		9/24/14
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: _____ EBO Analyst: _____ Approved Not Approved – Reason: _____

REGARDING INFORMATION REQUESTED UNDER THE
CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

The contents of this contract and any documents pertaining to the performance of the contract requirements/Scope of Services resulting from this contract are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Squire Patton Boggs (US) LLP

Name of Firm

Signature of Authorized Representative

Kevin O'Neill

Printed/Typed Name

9/24/14

Date

CONSULTANT CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

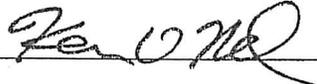
PROJECT TITLE: Federal Legislative and Executive Branch Consulting Services and Representation

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American with Disabilities Act (ADA) outlined in Article IV, "ADA Certification", of the Agreement, and that;

Squire Patton Boggs (US) LLP

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed 

Printed Name Kevin O'Neill

Title Partner



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 for non-CIP funded contracts and \$1,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: _____ Department Name: _____

City Project Manager: _____

Name of Firm: _____

Project Name: _____

Contract Amount: \$ _____

Appropriate approval authority:

- Mayoral Action PA-2625
 Mayoral Action 1544
 Council Action 1472
 Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) including this contract: \$ 162,000.00

I hereby certify that I am an authorized representative of:

Squire Patton Boggs (US) LLP

(Name of Firm)

and that I have read and understand this form this 24th day of September, 2014 (Day) (Month) (Year)

By [Signature] (SIGNATURE of Authorized Representative)

Kevin O'Neill (PRINTED name of Authorized Representative)

RESOLUTION NUMBER R- 309240

DATE OF FINAL PASSAGE SEP 30 2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH SQUIRE PATTON BOGGS (US) LLP.
FOR FEDERAL GOVERNMENT RELATIONS SERVICES.

WHEREAS, in May 2014, the City's Purchasing and Contracting Department released Request for Proposal Number 10046890-14-H which sought responses to the request for Federal Legislative and Executive Branch Consulting Services and Representation; and

WHEREAS, consistent with City policies, an evaluation committee conducted a comprehensive review of the proposals submitted in response to the Request for Proposal; and

WHEREAS, the evaluation committee determined that Squire Patton Boggs (US) LLP was the proposer that best met the requirements as specified in the Request for Proposal; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor, or his designee, is authorized to execute, for and on behalf of the City, an Agreement with Squire Patton Boggs (US) LLP in an amount not to exceed \$372,000.000 for government relations services, under terms and conditions set forth in the Agreement on file in the Office of the City Clerk as Document No. RR- 309240.

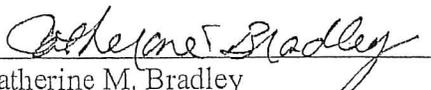
BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$121,500.00 in Fiscal Year 2015 from Fund No. 100000, General Fund, Cost Center No. 1411000001, Office of the Mayor, to provide funds for the above-referenced agreement, contingent upon the Chief Financial Officer first furnishing one or more certificates

certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$166,500.00 in Fiscal Year 2016 from Fund No. 100000, General Fund, Cost Center No. 1411000001, Office of the Mayor, to provide funds for the above-referenced agreement, contingent upon the adoption of the Fiscal Year 2016 Appropriation Ordinance and contingent on the Chief Financial Officer first furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$84,000.00 in Fiscal Year 2017 from Fund No. 100000, General Fund, Cost Center No. 1411000001, Office of the Mayor, to provide funds for the above-referenced agreement, contingent upon the adoption of the Fiscal Year 2016 Appropriation Ordinance and contingent on the Chief Financial Officer first furnishing one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

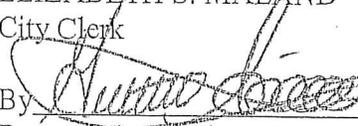
APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Catherine M. Bradley
Deputy City Attorney

CMB:sc
09/24/14
Or.Dept: Mayor
Doc. No.:861903
CC No.: 3000007268

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of 9/30/2014.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 9/30/14
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on SEP 30 2014, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Harris	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Gloria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Myrtle Cole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lorie Zapf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
David Alvarez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marti Emerald	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage SEP 30 2014

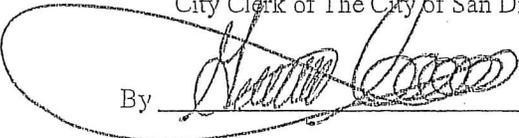
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 309240

Passed by the Council of The City of San Diego on September 30, 2014, by the following vote:

YEAS: LIGHTNER, HARRIS, GLORIA, COLE, KERSEY, ZAPF,
SHERMAN, & EMERALD.

NAYS: ALVAREZ.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:
KEVIN L. FAULCONER
Mayor of The City of San Diego, California
ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

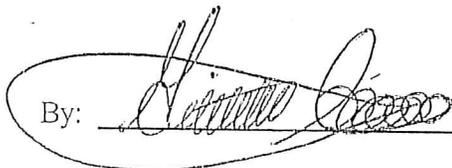
(Seal)

By: Gil Sanchez, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-309240, approved on September 30, 2014. The date of final passage is
September 30, 2014.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California

(Seal)

By:  Deputy

