

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH HROD, Inc. dba MMO Partners
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2023, by and between the City of Santa Rosa, a municipal corporation ("City"), and ,HROD, Inc. dba MMO Partners, a District of Columbia C-Corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide assistance with federal advocacy.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit A. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit A.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of \$588,000. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 010000-5320.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements."

Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement.

Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:
Maraskeshia Smith, City Manager
City of Santa Rosa
100 Santa Rosa Avenue, Room 10
Santa Rosa, CA 95404
707-543-3010

Consultant Representative:
John O'Donnell, Managing Partner
HROD, Inc. dba MMO Partners
101 Constitution Ave NW
Suite 825 East
Washington, D.C. 20001

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's

employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than September 30, 2030.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

____ yes ___X___ no (*check one*)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters,

systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and

such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of

District of Columbia, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

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ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS

- A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.

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| 4. Workers' compensation and employer's liability | \$ 1 million | As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors. |
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B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

- C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City.

Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.

4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



MMO PARTNERS PROPOSAL IN RESPONSE TO:

RFP# R162010

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EXHIBIT – A SCOPE OF WORK

- A. Assist City Council and staff in developing strategies to successfully implement the City's legislative platform and priorities. Meet with Councilmembers, City Manager, Assistant City Manager, City Attorney, and department heads upon request. Such meetings may be used to provide legislative and administrative agency update briefings, to develop strategy for the City's legislative advocacy program or to elicit specific proposals for legislative action.
- B. Represent and testify on behalf of the City in meetings or hearings before Congress and with federal agencies, boards, commissions and other federal legislative bodies.
- C. Washington, D.C. visits -- When Councilmembers and staff travel to Washington, D.C. to advance the City's legislative or administrative agency advocacy agenda, assist in the preparation of briefing materials and arrangement of appointments. Accompany Councilmembers and staff to appointments as needed.
- D. Identify legislation that significantly or uniquely impacts the City of Santa Rosa.
 - Alert the City staff to the legislation and provide electronic copies to City Manager's office in a timely manner.
 - Anticipate emerging issues. Maintain professional relationships with the federal legislators, legislative committee staff, Administration officials and other city lobbyists.
- E. Track and report on legislation that the City has targeted as a priority to the City.
 - Report on the status of all bills on which the City has an adopted position.
 - Provide City staff with advance notice of hearings and critical actions relating to priority issues and bills as identified by the City.
- F. Continue the effective professional and personal relationship with the City's legislative federal delegation and their staff.
- G. If the City sponsors legislation, this firm:
 - Coordinates drafting of legislation.
 - Seeks legislative author or co-authors.
 - Seeks co-sponsors and support from other Washington, D.C. based lobbying organizations and other cities, including the National League of Cities.
 - Meets with opponents and legislative consultants to understand the nature of opposition and possibilities for mutually agreeable amendments. Draft amendments if appropriate.
 - Arranges for City officials to meet with legislative committee chairs, committee members and staff in advance of committee hearing and vote.
 - Assists City officials in preparation of hearing testimony.
 - Lobbies committee members individually
 - Arranges for City officials to meet with the White House, and relevant federal departments.
 - Prepares support letters for relevant legislators. Lobbies floor votes.
 - Prepares "request for signature" letter to committee chairs, leadership members and the President.
- H. If the City seeks a budget appropriation the City will follow the path of tasks outlined above as modified for the budget adoption process.
- I. Lobby on behalf of the City for positions (non-sponsorship bills) adopted by the City Council.
 - Communicate position to City's legislators via letter, and when feasible in person.
 - Individually or in coordination with allied cities or the National League of Cities, present testimony before legislative committee on City's position. When appropriate meet with committee consultants, committee chair and committee members to advance the City position.
 - When requested, arrange for Santa Rosa officials to present testimony, meet with committee chair and members in advance of the hearing date.
 - Assist Santa Rosa officials in preparation of testimony before legislative committees.

- As requested, prepare letters on behalf of the City of legislative committees, Assembly and Senate floor and to the President.
- J. Unlimited general legislative inquiry service
- Respond to City staff's questions about legislation, committee analyses or impact of legislation on the City of Santa Rosa.
 - Be available by telephone, fax or e-mail for direct consultation on any matter relating to state legislative or administrative matters.
- K. Assist Santa Rosa officials to develop an effective working relationship with their legislators and chairs and members of appropriate committee members and their staff. Arrange timely meetings, seek support for City issues and prepare briefing papers for federal officials and City Councilmembers as necessary.

EXHIBIT B TECHNICAL WRITTEN

A. COVER LETTER



April 1, 2023

Ms. Jennifer Myles
City of Santa Rosa
100 Santa Rosa Ave
Santa Rosa, CA 95404

Dear Ms. Myles:

MMO Partners is pleased to submit our proposal to continue providing federal legislative advocacy services to the City of Santa Rosa.

MMO Partners (MMO) represents large, medium, and small public sector clients before the Executive and Legislative Branches of the federal government. The firm has represented local governments in the West and Southwest since 1975. MMO's client retention record demonstrates its capability and commitment to providing effective Washington representation for local government and special districts. In 2022, *Bloomberg* recognized MMO Partners as a top lobbying and standout firm by exceeding thresholds in critical metrics like average revenue per client and client retention growth.

MMO is aware local governments and taxpayers expect value for the money they invest in Washington representation. Santa Rosa has been the beneficiary of MMO Partners highly rated Washington representation and received a significant return on its investment with MMO for Washington advocacy. Over the past four years, with MMO's assistance, the City of Santa Rosa has received over **\$120 million** in federal funding and authorizations, which means for every local dollar (**\$1**) invested in MMO services, Santa Rosa taxpayers received **\$278** in federal funding.

Some of the funding and policy achievements include:

- MMO secured legislative language in the *Disaster Recovery and Reform Act* (DRRA) to address FEMA reimbursement for contaminated water system;
- \$38 million CDBG-DR – multifamily housing assistance;
- \$34 million CDB-DR MIT;
- \$14.5 million for Laguna Treatment Plant mitigation project;
- \$2.1 million for InResponse and Emergency Operations Center;
- \$19.4 million Water Resources Development Act 2022 Authorization;
- \$4.6 million federal reimbursement for COVID-related expenses;
- \$4.3 million for FTA Bus and Bus facilities funding; and
- Passage of FIRE Act – includes City's request for relocation assistance.

The project successes identified above and throughout this proposal, demonstrate MMO's methodology and qualifications to organize federal program support for local government projects and the ability to apply its Washington experience to forge balanced and assertive approaches to achieve positive outcomes to common and unusual challenges local government clients bring to Washington for resolution.

The proposal cost will be valid for at least 120 days and managed from our Washington, D.C. office at the foot of Capitol Hill at 101 Constitution Ave, NW Suite 825, Washington, DC 20001. The City's Standard Contract, "Attachment A," has been reviewed by MMO and is willing to sign Santa Rosa's Agreement. For questions or additional information, I can be reached at 202.897.2272 or 202.897.2273.

It's been an honor to represent the City of Santa Rosa in Washington, D.C., and we are proud of our success on your federal priorities, confirming our qualifications for continuing to provide Washington representation for the City of Santa Rosa.

Sincerely,

A handwritten signature in black ink, reading "John A. O'Donnell". The signature is written in a cursive, flowing style.

B. BACKGROUND AND PROJECT SUMMARY

The following information responds to and demonstrates our understanding of the City's Scope of Services, subsections A-K, included in Exhibit A of this proposal (page 2).

- A. At the start and throughout the federal platform planning process, MMO Partners collaborates closely with our clients to shape an impactful federal program. As the federal program is formed, legislative, project and grant strategies emerge, which are developed with the client for each priority and become part of the client's formal federal platform document.

MMO Partners utilizes workshop approach to review the current year federal program and to identify the priorities for the upcoming year's program. The workshops serve as a forum for discussing changes in strategy and priorities. Conference calls, Capitol Hill, and federal agency visits, both regional and at headquarters, are used to stay current on legislative and projects developments and adjust the federal program. We provide an in-person report to the client in the last quarter of the year to mark the progress of the federal platform.

MMO, working closely with City staff and the City Council, developed the City of Santa Rosa's *first-ever* Federal Platform in 2021. In 2022, we traveled to Santa Rosa and met with Councilmembers, City Manager, Assistant City Manager, City Attorney, and department heads to provide a mid-year federal platform status report and to solicit input on future issues. In addition, we held 10 meetings (workshop) in the 4th quarter of 2022 to begin formulating the City's 2023 federal platform, which we presented to the City Council on January 24th.

- B. Since 2018, MMO has represented the City before Congress, Congressional staff, federal agencies, and other stakeholders to represent and advocate for Santa Rosa's federal platform priorities. In addition, we have arranged for City officials to testify before Congress and serve as panelists during national association conferences, including NLC (2022) and NACWA (2023).

MMO's client representation is enhanced by its relationships with national associations, which focus on municipal and local government policy. MMO's client representation is enhanced by its relationships with national associations, which focus on municipal and local government policy. This network provides MMO with effective contacts for accessing up-to-date policy, legislative and regulatory information, and participating in Congressional, federal agency and national association discussions about federal policy, law and rules.

Current MMO stakeholder relationships include: National League of Cities (NLC), United States Conference of Mayors (USCM), African American Mayors Association, National Association of Counties (NACo), National Conference of State Legislatures (NCSL), Yale University School of Management's CEO Leadership Institute and Yale Mayors College, National Association of Flood and Stormwater Management Agencies (NAFSMA), Bipartisan Policy Center, Brookings Institution, Brand USA, National Governors' Association (NGA), National Association of Clean Water Agencies (NACWA), WaterReuse Association, Multi-State Salinity Coalition (MSSC), International Association of Fire Chiefs (IAFC), Major Cities Police Chiefs Association, Association of Metropolitan Planning Organizations (AMPO), Western Governors Association, American Public Transit Association (APTA), American Association of Port Authorities (AAPA), Government Finance Officers Association (GFOA), US Chamber of Commerce, Association of

¹ <https://santa-rosa.legistar.com/LegislationDetail.aspx?ID=5999697&GUID=7A7761C0-4A21-414B-953F-1D03CF0F5E0C&Options=&Search=>

Metropolitan Water Agencies (AMWA), and American Water Works Association (AWWA), National Alliance to End Homelessness, Enterprise Community Partners.

This network provides MMO with effective contacts for accessing up-to-date policy, legislative and regulatory information, and participating in Congressional, federal agency and national association discussions about federal policy, law and rules. MMO Partners attend the weekly and monthly meetings of USCM, NLC, APTA, ACI, and NACo to participate in the current policy and legislative discussions, and work with coalitions aimed at building support for legislative and policy objectives beneficial to the City of Santa Rosa.

- C. Over the past four years, MMO has scheduled more than **one hundred (160) meetings** for Santa Rosa City officials with **Members of Congress, Congressional staff, federal agency officials, and directors of national associations to discuss the City's federal platform priorities**. In the first quarter of 2023, MMO has scheduled thirty-one (31) meetings for the City Council, City Manager, department heads and city staff with Congressional staff, federal agencies and other stakeholders to discuss Santa Rosa's 2023 federal platform.

MMO will continue to prepare schedules, written Congressional hearing testimony, and briefing materials for City officials' trips to Washington, D.C. For example, we've written testimony for several clients, including Santa Rosa's testimony before the House Energy and Commerce Committee², before the House and Senate Appropriations Committee for federal programs like the Environmental Protection Agency (EPA) Superfund, Brownfields and Community Oriented Policing Services (COPS).

- D. In early January 2022, Santa Rosa Water identified several critical water infrastructure projects. MMO, anticipating the movement of a Water Resources Development Act, organized several meetings with City staff to highlight and discuss the importance of the bill and its impact and benefits to the City.

On February 22, 2022, Santa Rosa submitted a \$19.4 million Water Resources Development Act (WRDA) request to Representatives Thompson and Huffman. The City's WRDA request, which was included in WRDA 2022 bill, will help fund improvements to the City's deficient wastewater conveyance and treatment facilities. Prior to submitting the WRDA request, MMO scheduled several meetings with SR Water to discuss the WRDA process, including timeline and process for securing federal funding via the Corps of Engineers. MMO also scheduled a meeting for SR Water staff, Corps of Engineers San Francisco District Office and City's Congressional Delegation to discuss the SR's water infrastructure needs and WRDA request. On May 18th, the House Transportation and Infrastructure Committee passed the Water Resource Development Act of 2022 ([HR 7776](#))³, which includes the City's project authorization:

"(300) SANTA ROSA, CALIFORNIA. — \$19,400,000 for water and wastewater infrastructure, in the city of Santa Rosa, California."

- E. In a typical calendar year, more than 20,000 pieces of legislation are introduced in Congress. To effectively track this volume of legislation, MMO subscribes to *Congressional Quarterly's Bill Track*, which enables us to track and report on priority legislation as it moves through Congress, receive line-item updates on hearings, markups, new amendments, and added co-sponsors in a single database. *CQ Bill Track* alerts generate

² <https://docs.house.gov/Committee/Calendar/ByEvent.aspx?EventID=110641>

³ <https://www.congress.gov/bills/117/congress/house-bills/7776/text?q=%7B%22search%22%3A%5B%22water+resources+development+act+of+2022%22%2C%22water%22%2C%22resources%22%2C%22development%22%2C%22act%22%2C%22of%22%2C%222022%22%5D%7D&r=2&s=1>

notifications based on actions that occur on a specific bill or list of bills that are important to our client's interest. In addition, the software allows us to track federal agency regulatory action by issue, which allows us to review and analyze federal agency actions in real time and provide our clients with the most recent reporting. We will continue track and report on legislation that significantly or uniquely impacts the City and provide staff with advance notice on Congressional hearings and bill actions.

F. MMO maintains a strong working relationship with the City's Congressional delegation, Senators Dianne Feinstein and Alex Padilla, Speaker Nancy Pelosi, Congressmen Mike Thompson and Jared Huffman. For example, we've closely with the City's Congressional Delegation to enact the following legislation:

- *FY22 Consolidated Appropriations Act* – Public Law 117-103 (Senators Feinstein/Padilla and Rep. Thompson)
- *Infrastructure Investment and Jobs Act* – PROTECT language – Public Law 117-58 (Senator Padilla)
- *WRDA 2022* – Public Law 117-263 (Reps. Thompson/Huffman)
- *Fire Act 2022* – Public Law 117-251 (Sen. Padilla)

In addition, MMO helped strengthened the City's relationships with key Congressional Committees, including the House Transportation and Infrastructure Committee, Senate Environment and Public Works, Senate Committee on Homeland Security and Government Affairs, House and Energy and Commerce, Senate Finance and Budget Committees and Senate and House Appropriations Committees.

G. MMO will continue to work with the City and Congress throughout the legislative process to ensure the City's legislative proposals are signed into law. For example, MMO worked with Rep. Mike Thompson (D-CA) and Vice President Harris, then Senator, to draft, introduce and pass legislative language⁴ that directed FEMA to review and report to Congress on the assessment and eligibility process of the Public Assistance grant program for disaster-damaged underground water infrastructure.

The legislation also expanded the eligibility of wildfire activities funded by FEMA HMGP and Pre-Disaster mitigation activities, including Removing standing burned trees and Replacing water systems that have been burned and have caused contamination. As a result, FEMA has agreed to provide Public Assistance funding to replace its underground water system, accelerating the rebuilding effort in the Fountaingrove neighborhood.

H. With the return to the earmarks in 2021 for FY22 spending, an additional focus of Santa Rosa's federal program appropriations interest became project earmarks. **Last year, two City FY22 project requests were funded by earmarks for a total of \$2.1 million.** MMO Partners will continue to work with Santa Rosa and California Congressional Delegation to prepare, submit and track appropriations and/or authorization requests submitted to the City's Congressional delegation.

I. MMO will continue to lobby on behalf of issues and legislation that would impact Santa Rosa and identify opportunities for the City to promote policies. For example, MMO worked with the City and the House Energy and Commerce Committee to highlight the need to strengthen communications networks to help communities respond to natural disasters. As a result of our efforts, the City was asked to testify before

⁴ [*Disaster Recovery Reform Act of 2018*](#); Sec. 1245. Review of assistance for damaged underground water infrastructure.

the House Energy and Commerce Committee⁵ to discuss proposals, such as the WIRED Act, that allow States to promote resilient wireless communications infrastructure. MMO, working with City staff, wrote the City's testimony, which was presented by Chief Anthony Gossner.

- J. MMO will continue to communicate via telephone, email, and text with City staff and will continue to participate on weekly and daily calls to discuss the status of the City's federal program. In addition, MMO currently provides and will continue to provide unlimited general legislative inquiry services.
- K. Developing working congressional relationships and maintaining the Santa Rosa's influence with its congressional delegation, congressional committee leadership and committee staff, happens because the city uses its federal program platform. The projects and issues in the platform and related explanatory material provide the blueprint for activities to influence Congress to take actions to help Santa Rosa achieve its federal program objectives. The federal platform is used to target interactions with Congress, which build relationships and lead to mutual legislative and project successes. These experiences build trust and confidence, which facilitate more opportunities for cooperation.

Over the past four years, MMO Partners highlighted Santa Rosa's fire recovery and, more recently, its challenges in housing, transportation, public safety and water resources programming to utilize the congressional delegation and congressional committee contacts to include provisions in authorizing legislation and appropriations to provide additional funding flexibility for disaster recovery assistance and competitive grant funding for improving city services including water and transportation projects. The legislative and project funding success is a result of the relationships the City of Santa Rosa's elected leaders and professional staff have developed with the city's congressional delegation and congressional staff in Washington and California. MMO leveraged in person meetings, virtual sessions and visits to Santa Rosa as ways to build and fortify the city's congressional connections.

MMO leveraged the meetings, virtual and in person, to formulate and submit earmark requests, to deepen congressional connections and gain competitive funding. Santa Rosa officials' March 24 and 26, 2023 Washington visit evidenced the significant and meaningful relationships the city has established on Capitol Hill and with federal agencies. The meetings displayed MMO's capacity to develop the blueprint and execute the plan for the success of Santa Rosa's federal program platform.

C. METHODOLOGY

More than 40 years ago, the mayors of two large western cities with differing political party affiliations directed us to stay out of partisan politics in representing their cities' interests in Washington. We have adhered to that advice over the years and employed a non-partisan approach to advance clients' federal priorities with Democrats, Republicans, and Independents based on project merits and common sense and not be bogged down by ideological distractions. There is a lot of bipartisan work accomplished in Washington that gets achieved behind the scenes. It rarely gets notoriety, but it does get results. MMO has been and will continue to be successful in moving Santa Rosa forward by building support for action behind the scenes to gain the broadest base of support for the City's priorities in Congress and the Executive branch to get results.

1. **Federal Platform Development Workshops (Workshop):** Federal funding and legislative success require sales, marketing, and creativity. Funding strategies should be developed and implemented well before an application/legislation is submitted. A written federal program is the cornerstone of our strategy for a successful federal advocacy program and provides the framework for a successful lobbying campaign. The federal program lists Santa Rosa's top legislative and project priorities, provides relevant background for

⁵ <https://docs.house.gov/Committee/Calendar/ByEvent.aspx?EventID=110641>

each priority and identifies the federal actions required by Congress and the Executive Branch. The program guides MMO's work agenda for the calendar year. The program includes project and policy priorities and an implementation plan that clearly describes our approach, funding strategy, and timeline for meeting each goal.

MMO will conduct a Federal Platform Development and Funding Workshop to:

- Understand the City's project needs, including anticipated construction dates; determine document readiness and engineering (planning, design, environmental, etc.);
- Identify project priorities, discuss strategies for maximizing funding opportunities, and identify opportunities to leverage federal funding.

2. Federal Funding Report (FFR): Using the information obtained from our Workshop, MMO will provide a funding report that clearly identifies federal programs the City can leverage to carry out high priority projects, timing, and plan for developing Federal agency and Congressional support. Project categories include:

- *Surface Transportation Infrastructure*
- *Public Safety/Wildfire Resiliency*
- *Water Infrastructure*
- *Community/Economic Development*
- *Affordable Housing*
- *Other areas identified through our Visioning Workshop*

3. Federal Agency and Congressional Engagement: Upon adoption of the federal platform MMO will:

- Introduce Santa Rosa officials to federal agency and Capitol Hill decision-makers to discuss and promote the City's federal platform and establish future partnership opportunities.
- MMO will staff Congressional and federal agency briefings and help develop briefing materials and talking points for Santa Rosa officials and staff.
- MMO will provide a written after-action report summarizing meetings and identifying follow-up action steps.

4. Grant Review and Technical Support: During the grant writing phase, MMO Partners will work with Santa Rosa to ensure project/grant proposals align with grant program priorities, benefits are identified, and creative additions to the projects to increase fundability are recognized. MMO will monitor grant opportunities and provide relevant and timely grant notices to Santa Rosa.

5. Federal Program Review: MMO will present an annual report to the City of Santa Rosa highlighting progress on the City's federal program, legislative review, and updates on future Congressional and federal agency action that might impact the City of Santa Rosa.

6. Client Communication: Provide periodic oral and written reports, as needed, and email communication informing Santa Rosa of policy proposals that may be advantageous/disadvantageous. Respond appropriately to support/oppose/amend proposals to Santa Rosa's benefit.

Proposed Timeline

- **Federal Program Development Workshops (Workshop):** As has been the case for the past four years, MMO Partners proposes to meet in Santa Rosa to: review the status of the 2023 federal program and discuss

related grant opportunities and the timeline for development of City's 2024 Federal Platform (**September -October 2023**).

- **Federal Funding Report:** Using our workshop's information, MMO Partners will develop a 2024 Federal Funding Report (**November 2023**).
- **Finalize Federal Program:** MMO Partners, working with Santa Rosa, will finalize and present the 2024 federal platform (**December 2023 – January 2024**).
- **Federal Agency and Congressional Engagement:** MMO Partners/Santa Rosa officials meet with Federal agencies, Members of Congress and Congressional staff, and national associations to advocate for Santa Rosa's federal program priorities included in the Scope of Services (**January through December**).
- **Grant Assistance:** Using its federal agency officials' network, MMO Partners provides our clients with real-time grant information. Our frequent contact with federal agency staff to schedule client appointments, clarify program regulations, and discuss project eligibility provides us with easy access to key federal officials and access to senior departmental leadership. We have recurring contacts with federal agency officials as part of a program of routine outreach to federal agencies to facilitate quick access to federal program experts to answer program eligibility questions and vet project ideas.

Before grant opportunities are announced, MMO works with federal agencies to build support for grant proposals. For instance, MMO recently scheduled meetings for Santa Rosa Police Chief John Cregan and the COPS Office to discuss the City's staffing and recruitment challenges. This discussion provided the City with critical guidance that it can use to shape its future grant proposal and provided federal decision-makers with a perspective on the issues facing the City. (**Ongoing**)

City Staff Assistance

MMO's success on behalf of its clients is directly related to our partnership with local government staff. During the past four years, MMO has worked successfully with Santa Rosa staff to develop and implement the City's federal platform. In fact, the City's *first-ever* adopted federal platform was developed by MMO and City staff in 2021.

City staff are subject matter experts, and their knowledge of projects and programs will be critical to helping advance the City's agenda. We anticipate City staff will continue to participate in future federal program development workshops and meet with federal agencies, Members of Congress, and national associations to help promote the City's federal platform. In addition, City staff, from time to time, may be called upon to testify before Congress.

Our work with City staff is critical to the success of the City's federal agenda and has been successful. According to a current senior member of Santa Rosa city management, "I was more than pleased. You and the team did a great job representing the City." (2023). Another senior City staff member said, "All that said, I was very much encouraged by today's meeting. I have the sense something lit a fire under them, so I think a big thank you to Kyriakos is warranted. Thank you!" (2021).

D. STAFFING

MMO Partners have over 160 years of experience working in local, state, and federal governments. The firm has a proven record of managing federal advocacy programs for local governments and working effectively on Capitol Hill and with state legislatures. MMO's array of talent, experience, knowledge of federal programs, and hands-on work with clients means Santa Rosa's federal platform is executed by professionals who draft legislation, shape regulations, review grant proposals and are aware of new programs.

Management of the Washington Representative services for Santa Rosa will be the responsibility of Mr. Kyriakos Pagonis. Mr. John O'Donnell, Mr. Robert Mariner, Ms. Heather O'Donnell, and Mr. Scott Olson

will be the primary team members available to provide legislative and advocacy services. Other team members, including Mr. Christopher Newman, will be available as needed to help the lead team.

The primary MMO team members (resumes/bios) assigned to service Santa Rosa include:

John R. O'Donnell, Managing Partner

Length of time with the Company: 40 years

Licenses, registrations, and certifications as required by law to perform the Scope of Service described herein: MMO Partners is a registered lobbying firm with the House and Senate.

Educational background: Mr. O'Donnell has a bachelor's degree from St. Joseph's College in Indiana and his master's in public affairs from the University of Washington. He serves on the Advisory Board for the Evans School of Public Policy and Governance at the University of Washington.

Role in the Project: Serve on the primary lead team and provide general lobbying services, especially Water related issues.

Experience with the minimum requirements stated herein: Mr. O'Donnell specializes in representing public sector clients that include cities, counties, metropolitan planning organizations, ports, and water and electric utilities.

Work history on similar or like projects with the other municipalities:

His legislative, regulatory, and grants work has been with programs managed by the Departments of Agriculture; Commerce; Energy; Health and Human Services; Housing and Urban Development; Interior; Labor; Transportation; U.S. Army Corp of Engineers; Environmental Protection Agency; Navy and Air Force. His work for local governments in Washington helped him create strong working relationships with members and staff in the Arizona, California, New York, New Mexico, and Texas Congressional delegations and a broad range of Congressional committee staff responsible for authorizing and funding programs essential to local governments. Similar projects Mr. O'Donnell has worked on include Phoenix Light Rail, Rio Salado Oeste, Albuquerque and El Paso Bus Rapid Transit and securing Bureau of Reclamation Title XVI authorizations for the City of Oxnard and Albuquerque Bernalillo County Water Utility Authority.

Kyriakos Pagonis, Vice President of Policy and Government Affairs

Length of time with the company: 21 years

Licenses, registrations, and certifications as required by law to perform the Scope of Service described herein: MMO Partners is a registered lobbying firm with the House and Senate.

Educational background: Mr. Pagonis received his Bachelor of Arts degree from Elon University and his Master's in Applied Politics from the University of Akron.

Role in the Project: Continue to manage and oversee the City's federal program.

Experience with the minimum requirements stated herein. Mr. Pagonis has represented local governments in Washington, D.C., for over 20 years.

Work history on similar or like projects with the other municipalities.

Mr. Pagonis represents public water agencies and local governments, including cities, counties, regional planning authorities, and flood control agencies. In 2022, his innovative financing proposals have helped his clients secure over \$300 million in federal financing for water resources, economic development, transportation, housing, social services, homeland security, and public safety projects and programs. In 2021, Mr. Pagonis successfully secured authorization language in the *Infrastructure Investment and Jobs Act* that establishes new funding opportunities for his clients transportation projects. Throughout his career, Mr. Pagonis has successfully leveraged his relationships with Members of Congress, Congressional staff, and federal agency officials to implement his clients' federal agenda.

Heather O'Donnell, Senior Legal Advisor, and Grants Manager

Length of time with the company: 10 years

Licenses, registrations, and certifications as required by law to perform the Scope of Service described herein: She is licensed to practice in Colorado and the District of Columbia. Ms. O'Donnell's bar admissions include Colorado, the District of Columbia, the United States District Court for the District of Colorado, and the United States Court of Appeals for the Tenth Circuit.

Education background: Ms. O'Donnell has an undergraduate degree from Virginia Tech, a Master's degree from George Washington University, and a Juris Doctor from Vermont Law School.

Role in the Project: As part of the MMO team, Heather will provide legislative, grant, and legal research internally and to MMO clients.

Experience with the minimum requirements stated herein.

Heather O'Donnell has sixteen years of experience working at state and federal levels of government. Ms. O'Donnell has worked at the federal and state levels of government, including state legislatures in California, New York, Massachusetts, and Colorado.

Work history on similar or like projects with the other municipalities.

In her work for associations and legislatures, Ms. O'Donnell has lobbied and advised on business, judicial, energy, water, labor and workforce development, community and economic development, and environment and public health issues. Ms. O'Donnell worked for the General Counsel for the Vermont Agency of Natural Resources, the Solicitor General at the Department of Interior, and the General Counsel at BASF USA headquarters. Additionally, she lobbied for the Grocery Manufacturers Association and Personal Care Products Council. In 2014, working with the Yale School of Management Chief Executive Leadership Institute, Ms. O'Donnell helped MMO launch the Yale Mayors College (Y.M.C.). Since its inception, Y.M.C. has brought together large, small, and mid-sized city mayors with top business leaders to share common challenges and discuss innovative solutions to public policy challenges.

Robert Mariner, Senior Advisor

Length of time with the company: Six months

Licenses, registrations, and certifications as required by law to perform the Scope of Service described herein: Mr. Mariner has registered to lobby with House and Senate

Education background: Mr. Mariner received a Bachelor of Science in Civil Engineering from Morgan State University and a Master of Arts in Transportation Policy, Operations, and Logistics from the George Mason University School of Public Policy.

Role in the Project: Mr. Mariner will provide advice and technical assistance for transportation-related projects and policy issues.

Experience with the minimum requirements stated herein. With over 24 years of transportation experience, Robert Mariner most recently served as the Deputy Director of the Office of Infrastructure Finance and Innovation in the Office of the Assistant Secretary for Transportation Policy at the U.S. Department of Transportation. He also served as the Program Manager for the Transportation Investments Generating Economic Recovery (TIGER) Discretionary Grant Program [now known as the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program]

Work history on similar or like projects with the other municipalities.

Mr. Mariner directed the development of the TIGER discretionary grant program that is responsible for implementing, administering, and delivering more than 500 multi-modal projects totaling more than \$8.0 billion in discretionary grants across the country. Between 2020 and 2022, Mr. Mariner worked with public sector clients, including Port Miami and Ohio DOT, to secure over \$100 million in competitive DOT funding, including RAISE and MEGA, to build port, highway, and transit projects.

Scott Olson, Senior Advisor

Length of time with the company: 11 years

Licenses, registrations, and certifications as required by law to perform the Scope of Service described herein: Registered federal lobbyist

Education background: Scott Olson graduated with an M.B.A. from UCLA and a B.A. from Stanford University.

Role in the Project: Provide lobbying and regulatory assistance in housing, homeless, and community development issues.

Experience with the minimum requirements stated herein. Mr. Olson spent over 20 years working in Congress, 15 of which he served on the House Financial Services Committee as the *Housing Policy Director, Democratic Staff*. Before his work on the Committee, Mr. Olson spent five years as Legislative Director and Budget Associate for Rep. Bill Orton (D-UT). He also has six years of private sector experience as a public finance investment banker and four years of experience in commercial real estate finance and investments.

Work history on similar or like projects with the other municipalities.

Mr. Olson played a lead role in all the major affordable housing legislation adopted during the Clinton Administration, including the landmark 1998 public housing bill, the elderly and disabled provisions adopted in 2000, the Hearth Act (McKinney-Vento reauthorization and reform) in 2009. Mr. Olson, working on behalf of National CORE, the nation's 4th largest non-profit affordable housing developer nationwide, helped achieve \$2.5 million in demonstration funding in the FY 23 HHS Appropriations conference report for resident services living in affordable housing not subsidized public and Section 8 housing. As part of this effort, Scott Olson also helped draft legislation introduced by Rep. Pete Aguilar (D-CA) that authorized \$1.5 billion over 5 years for such resident services.

E. QUALIFICATIONS

The firm, HROD Incorporated (d/b/a MMO Partners), was formed on March 4, 1996, and has provided federal representational services in Washington, DC, for public sector clients for over forty (40) years. During this time, MMO has represented large, medium, and small public-sector clients, including cities of Phoenix, San Jose, San Diego, Oklahoma City, El Paso, Oxnard, Albuquerque, Santa Rosa, Salinas, Gallup, NM, Freeport, NY, and the Southern California Association of Governments (SCAG).

Local governments expect value for the money spent on Washington representation and want to use the taxpayers' dollars well. Over the past four years, with MMO's assistance, the City of Santa Rosa has received over **\$120 million** in federal funding and authorizations, which means for every taxpayer dollar **(\$1)** invested in MMO services, the City has received **\$278** in federal funding. Additionally, MMO secured over **\$500 million** in federal grant funding and authorizations in 2022 for their clients by matching client priorities with funding sources and building political and bureaucratic support to make proposals, grants, and legislation successful.

The following list of projects demonstrates MMO's ability to market and persuade Congress and federal agencies to invest in local projects and initiatives:

City of Phoenix, AZ

The City of Phoenix Housing Department, with MMO's assistance, was awarded \$30 million through the Choice Neighborhoods Initiative (CNI) from the U.S. Department of Housing and Urban Development (HUD) to stimulate affordable housing and economic growth in the Edison-Eastlake community.

MMO used its knowledge and relationships at HUD and scheduled departmental meetings for City officials that were instrumental in helping the City understand relationships between CNI Planning and Implementation

Grants. The meetings were possible because of MMO's relationships with senior HUD decision-makers. Phoenix housing officials met with HUD's top public housing official; the head of the District of Columbia's Housing Authority, who had substantial experience in CNI; and the City of Baltimore officials, who were implementing a CNI grant with Johns Hopkins University.

Key staff: John O'Donnell, Scott Olson, Kyriakos Pagonis
Responsibilities: Scheduled meetings with senior HUD leadership to discuss the project, drafted and secured bi-partisan support letters, provided feedback to Phoenix housing staff while preparing the Phoenix CNI Planning grant application, and worked with external groups to build support and promote the project.

Port of Hueneme, CA

The Port of Hueneme (POH), the fourth largest Port in California, is a hub for importing and exporting various cargo, including automobiles, tractors and heavy machinery, fresh fruit and produce liquid fertilizer, and squid. MMO assisted POH in securing \$15 million in Economic Development Administration and TIGER grants, which significantly strengthened POH's competitive position by being able to make significant water and on-dock infrastructure improvements. The first grant award assisted POH in being active with an export initiative promoted by the Obama Administration's National Export and Look South Initiatives, which remove barriers to trade and help companies do business with Mexico and Central American countries. MMO partners ensured the Port's EDA grant application referenced the National Export and Look South initiative. It demonstrated the Port's awareness of the Initiative and the relevance of the harbor deepening project to support the Initiative.

POH received a second grant, a \$12.3 million TIGER award from the Department of Transportation's for the Port Intermodal Infrastructure (PIIP) project. POH used the TIGER funding to deepen and strengthen wharves and berths, modernize cargo infrastructure, and improve on-dock rail alignments. The navigation improvements allow larger-capacity vessels, increased cold storage, and enhanced cargo handling to support increases in agricultural imports and exports. The on-dock rail upgrades make cargo transfer more efficient.

Key staff: John O'Donnell, Kyriakos Pagonis
Responsibilities: Scheduled meetings with DOT Under Secretary for Policy, MARAD Administrator, and Office of the Secretary to discuss the project and secured Congressional support and outreach to US DOT.

City of Albuquerque, NM

MMO Partners was responsible for developing the federal funding strategy for ART. The total federal funding obtained for ART was \$75 million. When ART entered the Federal Transit Administration's (FTA) Small Starts Project Development process in 2011, MMO Partners implemented the federal funding strategy and was guided by it from 2012 to 2018. It focused on ensuring that FTA's work with the City of Albuquerque on program development and funding was shared with the New Mexico Congressional delegation and House and Senate Appropriations Committees every four months. MMO's plan aimed to guarantee that Washington decision-makers received information at every stage of ART's progress through the federal review process to give them confidence that ART would receive a high overall project rating and high project justification from FTA, which would position the project for inclusion in the President's transportation budget.

MMO's approach throughout the ART federal funding process reflects the City's interest in federal representation that *"ensure(s) the City's proposals receive appropriate consideration and congressional support"* in Washington, D.C. Our responsibility throughout the ART federal funding effort was to provide accurate and reliable information to FTA, the Congressional delegation, and appropriations staffers.

Key staff: John O'Donnell, Kyriakos Pagonis, Heather O'Donnell
Responsibilities: Represented the City before FTA and worked with the New Mexico Congressional Delegation to draft legislative language included in the omnibus appropriations bill that cleared the way for ART to sign a construction grant agreement.

Brownsville Public Utilities Board, TX

MMO Partners worked the past ten years with the Corps of Engineers offices in Dallas, Galveston, and Washington, D.C., to include study and project funding for resacas projects in Brownsville, Texas. Resacas are water bodies created by meandering the Rio Grande flows over many years in Brownsville. More than two hundred resacas in the City of Brownsville have formed into three major resacas systems. To date, MMO Partners has secured \$7 million in Corps funding for the restoration of Resaca Boulevard Resaca, completing a project feasibility study and authorizing a \$202 million resacas ecosystem restoration project for Brownsville, Texas, sponsored by the Brownsville Public Utilities Board (BPUB).

Congressman Vela credited MMO Partners with providing the vision and strategy for his work with the Corps and BPUB to restart the resacas restoration. The Corps and BPUB signed a project partnership agreement in 2020 for the Brownsville resaca restoration project.

Key staff: John O'Donnell and Kyriakos Pagonis
Responsibilities: Worked with BPUB's Congressional Delegation to develop congressional and administration support for the Army Corps of Engineers to invest in the restoration of Resaca Boulevard Resaca using the Corps Continuing Authority Programs (CAP) and provide the funding for restarting the unfinished feasibility study to authorize a system-wide resacas restoration project.

F. REFERENCES

Agency name	Agency Service Description	Contract start and end dates	Agency contract manager
City of Phoenix, AZ	Federal Lobbying Services	1980 - present	Eric Gudino; 602.534.9792; eric.gudino@phoenix.gov
Oxnard Harbor District - Port of Hueneme, CA	Federal Lobbying Services	1991 - present	Kristin Decas; 805.488.3677; kdecas@portofh.org
City of Albuquerque, NM	Federal Lobbying Services	1980 - present	Tom Menicucci; 505.250.8867; TMenicucci@cabq.gov
Brownsville Public Utilities Board, TX	Federal Lobbying Services	1995 - present	Rene Mariscal; 956.983.6256 rmariscal@brownsville-pub.com

EXHIBIT C - COST PROPOSAL

G. RATES AND CHARGES

Given the scope of services, including unlimited legislative services, MMO proposes a yearly retainer fee of \$117,600 or \$9,800 per month. This retainer is inclusive of **all** MMO's costs associated with providing federal lobbying services for the City of Santa Rosa, including MMO annual travel to Santa Rosa and providing technical and other services during Washington, D.C. advocacy meetings. The proposed fee will not change during the entire contract period, including contract extensions. It is MMO's policy to devote whatever time is required to accomplish the client's objectives at no additional hourly cost.