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Date June 10, 2013
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**APPROVING AN EXCEPTION TO THE PROCUREMENT ORDINANCE
COMPETITIVE RFP PROCESS FOR GOOD CAUSE AND ACCEPTING PROPOSAL
OF HOLLAND & KNIGHT LLP TO PROVIDE FEDERAL LEGISLATIVE
CONSULTING SERVICES AND APPROVAL OF CONTRACT FOR THE PROVISION
OF SAME**

WHEREAS, federal policy and funding issues have significant impact on City services and infrastructure; and

WHEREAS, the City is certain to benefit from the assistance of persons located in Washington, D.C. representing the City's interests; and

WHEREAS, on April 20, 2009 by Roll Call No. 09-693, the City Council approved an agreement with Holland & Knight, LLP to provide professional federal government affairs services with an initial term of one year, with up to three one year renewal options upon mutual consent of both parties; and

WHEREAS, on April 26, 2010, by Roll Call No. 10-617, the City Council approved a one year renewal of the agreement, on May 9, 2011, by Roll Call No. 11-0801, the City Council approved a one year renewal of the agreement and on May 7, 2012 the City Council approved a one year renewal of the agreement, which expired on April 30, 2013; and

WHEREAS, in order to continue the momentum of the on-going grant and legislative goals work which has been performed by Holland and Knight, LLP since 2009 on behalf of the City, the City Manager recommends that the procurement of such services be exempted from the competitive Request for Proposals process for good cause shown, pursuant to Section 2-710(b) of the Municipal Code of the City of Des Moines; and

WHEREAS, Holland & Knight, LLP has submitted a proposal for federal legislative services and agreement for same for an initial period of one year with up to three one year renewal terms in the amount of \$8,000 per month for the initial year and first two renewal years and \$8,500 per year for the third renewal year, plus travel expenses, a copy of which is on file in the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that good cause has been shown to exempt the procurement of federal legislative consulting services from the Procurement Ordinance competitive Request for Proposal process.

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Date June 10, 2013

BE IT FURTHER RESOLVED that the proposal submitted by Holland & Knight, LLP is hereby accepted and the Mayor is authorized and directed to execute an agreement with Holland & Knight, LLP to provide such services as described above, for an initial period of one year, with up to three 1 year renewal options, a copy of which is on file in the City Clerk's Office, for and on behalf of the City of Des Moines, and the City Clerk is authorized to attest to his signature.

(Council Communication No. 13- 299)

MOVED BY _____ TO APPROVE.

APPROVED AS TO FORM:

Ann DiDonato

Ann DiDonato
Assistant City Attorney

| COUNCIL ACTION | YEAS | NAYS | PASS | ABSENT |
|----------------|------|------|----------|--------|
| COWNIE | | | | |
| COLEMAN | | | | |
| GRIESS | | | | |
| HENSLEY | | | | |
| MAHAFFEY | | | | |
| MEYER | | | | |
| MOORE | | | | |
| TOTAL | | | | |
| MOTION CARRIED | | | APPROVED | |

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Mayor

City Clerk

TERMS OF ENGAGEMENT

We appreciate your decision to engage Holland & Knight LLP ("H&K"), a national law firm, for the consulting services described in the accompanying letter and in our March 10, 2009 proposal. In the event of a conflict between these two documents, this document has priority. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn will make our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our engagement as described in the letter must be approved in writing.

We will provide consulting services only. You have acknowledged in the accompanying letter that you do not expect to receive, and we will not provide, any legal services as part of this engagement. Consequently, no attorney-client relationship will result from this engagement and you will not become entitled to any of the benefits of an attorney-client relationship, such as an attorney's ethical duty of confidentiality or the attorney-client privilege against compelled disclosure.

You will provide us with the factual information and materials we require to perform the services identified in the letter, and you (solely or together with other advisers) will make such business, legal or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, legal or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

Fees and Billing

We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occur, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the issues involved; the skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we previously have developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable companies for similar consulting services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances. We generally require a retainer in an amount that is appropriate with respect to the proposed engagement. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the engagement, with any unused portion being returned to the client.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the consultant or consultants who perform the services. To facilitate this determination, we internally assign to each consultant an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivering consulting services, other economic factors, and the augmentation of a particular consultant's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments; however, the minimum time that is normally billed for the total of an individual consultant's activities on a matter in a single day is three-tenths of an hour.

Out-of-Pocket Expenses. Our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the company may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include such items as travel and expedited delivery charges. Our internal charges typically include such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research, and charges for photocopying materials sent to the client or third parties or required for our use. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

Billing. We bill periodically through-out the engagement for a particular matter and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. Our statements contain a concise summary of each matter for which consulting services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Any payments made on past due statements are applied first to the oldest outstanding statement. We are entitled to attorneys' fees and expenses if collection activities are necessary.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both

the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Confidentiality

Although not mandated by professional regulations, this is to confirm to you that H&K and its principals and employees agree to maintain in strict confidence all information and materials furnished to us in confidence by you and your representatives and to make disclosure thereof only in accordance with your directions or consent or pursuant to judicial order or decree.

Rights to Intellectual Property

You agree that all services and Deliverables hereunder shall be solely for your informational purposes and internal use and are not intended to be and should not be used by any person or entity other than you and your affiliated businesses. You further agree that such services and deliverables shall not be circulated, quoted, disclosed, or distributed to, nor shall reference to such services or Deliverables be made to, any person or entity other than yourself or your affiliated businesses. To the extent that it may legally do so under the Iowa Code Chapter 22, the City will not intentionally disclose the same. H&K recognizes that the City is subject to the Iowa Open Records Act (Iowa Code Chapter 22). The City agrees that in the event of a public records request, it will notify H&K in writing of the request and the records or information the City proposes to disclose, giving H&K at least five (5) days within which to file suite in the Polk County, Iowa District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such records or information. Absent the filing of such an action by H&K (and if an action is filed, no disclosure will occur until a final judgment ordering such release is entered), or an agreement between the parties with respect to whether such records or information is properly deemed exempt, City may release the requested records or information.

Termination

Upon completion of the matter to which this engagement applies, or upon earlier termination of our relationship, our consulting relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The engagement is terminable at will by either of us. The termination of the engagement will not terminate your obligation to pay fees and expenses incurred prior to the termination.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

ATTACHMENT 2

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. GENERAL PROVISIONS

The CONSULTANT shall purchase and maintain insurance to protect the CONSULTANT and the City of Des Moines, Iowa throughout the duration of the Contract. Said insurance shall be provided by an insurance company(ies) having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, unless otherwise approved by the City, and in form and amounts and with companies satisfactory to the City of Des Moines, Iowa. Certificates of Insurance confirming insurance coverage shall be submitted to the City prior to Contract execution or commencement of any work or services.

The City of Des Moines, Iowa hereby reserves the right to revise and enforce the requirements in this Attachment over the term of this Contract but only after providing CONSULTANT at least sixty (60) days advance written notification of any such change.

2. INSURANCE REQUIREMENTS

A. **Worker's Compensation Insurance** - at Statutory Limits and **Employer's Liability Insurance** with limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$100,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. **Commercial General Liability Insurance** - with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) *Contractual Liability*, (b) *Premises and Operations*, (c) *Products and Completed Operations*, (d) *Independent Contractors Coverage* and (e) *Personal and Advertising Injury*.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by the standard ISO form Commercial General Liability Policy (CG 0001 with standard exclusions, or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the City.

C. **Umbrella/Excess Liability Insurance** – Liability Insurance requirements may be satisfied by a combination of primary and Umbrella/Excess Liability Insurance. *If Umbrella/ Excess Liability Insurance does not follow form of primary policies*, the Umbrella/Excess Liability Insurance policy shall include the same endorsements as required on the primary policy(ies).

D. **Subcontractors** –CONSULTANT shall require that any of its agents and subcontractors satisfy insurance requirements 2.A and 2.B. CONSULTANT shall also require that CONSULTANT be named an Additional Insured on those insurance policies satisfying requirements 2.B. above. CONSULTANT shall be responsible for receiving and reviewing

Certificates of Insurance of any of its agents, subcontractors (*City will not review this requirement*).

E. **Contractual Liability** - City **SHALL NOT be named or included** as an Additional Insured, **BUT the General Liability Insurance policy shall include** Contractual Liability, *including cost of defense and settlement*, and a General Liability Insurance policy definition of “Insured Contract” that includes indemnification of a municipality (*the same as or equal to that included in ISO CG 0001*).

F. **Cancellation** - **All policies shall include** a Cancellation Endorsement or policy language providing for **no less than 30 days** advance written notification of policy cancellation to the Certificate Holder.

G. **Proof Of Insurance** - The CONSULTANT shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as specified in requirements 2.A. through 2.C. and 2.E. and 2.F. above. **The Certificate(s) of Insurance shall specify under “Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the Agreement and (2) the following statement: “General Liability Insurance policy includes Contractual Liability. The General Liability Insurance policy definition of “Insured Contract” includes the indemnification of a municipality when required by ordinance or by contract or agreement.”**

3. INDEMNIFICATION PROVISION

For purposes of this section, City shall mean the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines. For professional services rendered, to the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold harmless the CITY its officers, agents and employees from loss or damages occurring as a result of a breach of any duty owed by CONSULTANT, which is attributed to CONSULTANT'S actual or alleged act, failure to act, error or omission whether of acts, facts, law or otherwise (including, without limitation, negligence, malpractice, breach of fiduciary duty, inducement of breach of contract, false arrest, detention or imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution, libel or slander, intentional infliction of emotional distress, abuse of process, or violation of right of privacy, arising out of professional conduct.) This indemnification does not indemnify the CITY, its officers, agents or employees for consequential damages and attorney's fees.

For other than professional services rendered, CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with CONSULTANT'S work or services.

CONSULTANT'S obligation to indemnify the City contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONSULTANT, its officers, employees, subcontractors, and others affiliated with CONSULTANT, arising out of or in any way connected or associated with CONSULTANT'S work or services, except for and only to the extent caused by the negligence of the City of Des Moines, Iowa.

CONSULTANT expressly assumes full responsibility for any and all damages to City Property arising out of or in any way connected or associated with CONSULTANT'S work or services including, but not limited to, the activities of CONSULTANT, its officers, employees, subcontractors, and others affiliated with CONSULTANT.

CONSULTANT shall ensure that its activities on City Property will be performed and supervised by adequately trained and qualified personnel and CONSULTANT will observe, and cause its officers, employees, subcontractors and others affiliated with CONSULTANT to observe all applicable safety rules.

4. WAIVER OF SUBROGATION PROVISION

Except for losses due to professional liability, to the fullest extent permitted by law, CONSULTANT hereby releases the City, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the CONSULTANT or anyone claiming through or under the CONSULTANT by way of subrogation or otherwise, for any loss without regard to the fault of the City or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of this Contract. The CONSULTANT'S policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the CONSULTANT to recover thereunder.

Holland & Knight

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Holland & Knight LLP | www.hklaw.com

April 15, 2013

To: City of Des Moines

From: Rich Gold
Lisa Barkovic

Re: Federal Accomplishments & Strategy for 2013

OVERVIEW OF HOLLAND & KNIGHT ADVOCACY TEAM

Holland & Knight is one of the world's largest law and government advocacy firms and has significant resources to represent the City efficiently and effectively in our nation's capital. Founded in 1982, our largest office is in Washington, D.C., and is home to more than 180 attorneys and professionals. Over 70 individuals are dedicated to our Federal Practice Team, and are available to serve Des Moines in various capacities.

The firm's Public Policy & Regulation Group is widely known as one of the most successful and respected government advocacy practices in Washington, D.C., and includes a bipartisan group of former members of Congress, former high-ranking executive branch officials, chiefs of staff, professional committee staff and congressional policy advisors as well as experienced lawyers, senior policy advocates and professionals from a broad range of industries, local government, state and federal agencies and advocacy organizations.

The Holland & Knight (H&K) Advocacy Team for the City of Des Moines is comprised of a core group of veteran advocates with the experience, contacts and access that the City needs to be effective at the federal level. In the previous four years, we have successfully secured over \$16.7 million in federal funding for the City. In a post-earmark environment, the H&K team is dedicated to ensuring that the City will continue to be as successful in a highly competitive federal funding environment. We recognize that accomplishing the City's priorities will require a thoughtful, targeted and creative blend of federal grants, policy guidance, congressional advocacy and agency partnerships. We are proud of the work that we have been able to accomplish on behalf of the City thus far and we are confident that we can continue to deliver positive outcomes for the City of Des Moines into the future.

FEDERAL POLICY & APPROPRIATIONS ACCOMPLISHMENTS

Every year we work with the City to develop a comprehensive federal legislative agenda to help the City prioritize both long and short term goals and balance policy and funding requests. At any given point in the year new issues may emerge and we regularly adjust our strategy. We continue to work on important policy issues for Des Moines, specifically Corps crediting for

critically important flood control projects, FEMA accreditation requirements, federal funding for the Courthouse, protection of the Community Development Block Grant Program and tax-exemption for municipal bonds, as well as other significant policy initiatives. Past City efforts have resulted in numerous funding and policy successes at the federal level. Some of these accomplishments, which were achieved through a thoughtful and well executed long-term federal strategy, are highlighted below:

- **Southeast Connector Project** -- The City has sought federal funds for several years for the Southeast Connector project, a planned extension of Martin Luther King Jr. Parkway to Highway 65. We successfully worked with the City to secure a \$10 million award under the highly competitive TIGER grant program. We specifically worked with the City in refining the grant application, scheduling a debriefing with Senior DOT staff and scheduling several meetings with Secretary LaHood for the Mayor and Manager to personally advocate for the project. In addition to the \$10 million TIGER grant, we helped to secure an additional \$1.9 million earmark for the project in FY 2010.
- **Des Moines & Raccoon Rivers Project** -- We worked with the City to secure \$2.7 million in FY 2010 funding for flood control improvements for Birdland Park and Central Place levees. We continue to advocate and work with the City and Army Corps on flood control issues for the City.
- **Des Moines Recreational River and Greenbelt Initiative/Principal Riverwalk** -- We helped to secure \$4.06 million in FY 2010 funding to install recreational enhancements along the Des Moines River. The Principal Riverwalk is a signature project that will create economic development and water-related recreational opportunities along the downtown Des Moines Riverfront. We worked with both the City to draft appropriations forms and support letters to submit to the City's House and Senate delegations.

Continued Focus on Federal Grants

The federal grant process will continue to serve as an important tool for directing federal dollars towards important projects and programs. Accompanying the federal grants process are changing requirements and procedures for accessing these resources, such as cost-benefit requirements and Buy America provisions. We understand the policy goals for each grant program and how to optimize chances for funding when developing grant proposals.

Additionally, we work to secure congressional support for grant applications and develop advocacy strategies at the agencies to increase chances of securing funding.

To assist the City in grant efforts we have biweekly calls to discuss current and future grant opportunities. In addition, we have a team of 40 H&K professionals continuously track and research available agency funds to ensure no lost opportunity. We provide these opportunities to the City through a weekly grants newsletter that highlights the most current grant opportunities.

We have the expertise to continually assist the City by:

- Gathering intelligence on agency priorities;

- Tailoring grant applications to appeal to agency agendas;
- Providing subject matter expertise;
- Collecting congressional and other political support;
- Leveraging local partnerships;
- Building coalitions; and,
- Executing media strategies.

FEDERAL STRATEGY AND SCOPE OF SERVICES

We are fully committed to helping the City of Des Moines achieve its federal objectives. We have a long and successful track record in advocating on behalf of municipal governments on a broad range of issues, including the City. These issues include multi-modal transportation; water and sewer infrastructure; sustainable community revitalization; affordable and low-income housing; economic development; energy conservation and greening program implementation; public safety; homeland security and workforce development.

We will continue to use our strong working relationships with the Iowa delegation, House and Senate committees, the White House and key federal departments and agencies. We will work on all fronts to advance the City's federal priority projects and issues in a faster-moving, and more partisan legislative environment.

Holland & Knight will:

- represent you in meetings with federal department/agency officials, as well as during deliberations by legislative and regulatory committees and task forces.
- identify pivotal times in the federal process for you to contact or meet with congressional members and Administration officials in addition to agency heads. We will provide guidance in developing concise talking points, briefing materials and other preparatory materials for each meeting or contact.
- actively involve your senior staff in Des Moines's advocacy efforts.

Consultant will assist the Mayor, City Manager and other designated City staff in the development and coordination of the City's legislative program.

Holland & Knight, in partnership with the City, will develop positions on key federal legislative, regulatory, and policy issues and a federal agenda that reflects the City's priorities. Given the high level of competition for federal dollars, we will undertake an intensive, in-depth process to work with the City to develop a tailored federal agenda in a proactive manner. We would apply the following near-term process:

- Consult with Mayor, City Manager, the City Council, and other key City staff to address the City's public policy legislative and regulatory needs as well as the City's federal funding priorities, and assist in the development and implementation of a lobbying strategy to assist the City in achieving its federal legislative and funding goals.
- Provide the City with an assessment of the legislative and budgetary climate and political dynamics in Washington that will govern decisions for Congress and the Administration.

- Work with the City to: 1) discuss federal opportunities for the City's priorities, covering grants, authorizations, appropriations and administration regulatory initiatives; 2) outline the strategic factors, approaches and timelines for each priority; 3) discuss the metrics of the City's priorities (e.g., jobs, economic impacts) and community and business support; and 4) finalize the City's federal policy and funding advocacy program for 2013 based on our strategic discussion and assessment.
- Assist in preparation of issue fact sheets and justification materials for each of your funding priorities briefing materials and talking points and arrange key congressional and Administration meetings for Des Moines to discuss issues.
- Maintain constant contact with the City on strategic implementation, adjusting strategy as federal political and legislative factors evolve.

Consultant will assist the Mayor, City Manager and other designated City staff in the review and analysis of pending and proposed legislation as well rule proposals by federal regulatory agencies, and provide the City with notification on issues of interest or concern on a proactive basis.

A successful federal advocacy strategy must be supported by a strong communication effort and a detail-focused federal policy monitoring reporting system. Information is key in Washington and we pride ourselves on having the contacts and knowledge to obtain the very latest. We will continue to provide these services as follows:

- Keep the Mayor, City Council, City Manager and key City staff apprised of the latest developments on federal activities and issues that impact Des Moines through ongoing Washington updates and other briefing memos to the City.
 - a. This will include providing selected City officials with timely written briefings on key issues, and strategy memos relating to specific project or issue priorities as key legislative, program or regulatory developments occur.
- Research and track federal legislative and regulatory developments of interest to the City. This includes providing ongoing insider information regarding developments within Democratic and Republican Party caucuses, House and Senate committees, the White House, and the Departments and agencies to gain behind-the-scenes insights on proposals, challenges and funding opportunities for the City.
 - b. This also will include providing copies of bills, committee reports, federal agency rules or other information that are pertinent to issues identified in the City's federal program or that have a bearing on the City, as requested by staff.

In addition, the firm will:

- Work very closely with the City's House and Senate delegation to achieve success on the City's federal objectives. This includes having regular meetings with the congressional members' senior staff and strategizing on next steps with the proactive participation of the Mayor, City Council, City Manager, and key City staff.

- Respond on a timely basis to inquiries and concerns from the City's House and Senate delegation and the Administration by immediately informing the City and determining the appropriate actions and timetable for providing a response.
- Holland & Knight will also assist City staff with drafting letters and testimony for the Mayor and City Council to send to the White House and federal departments and agencies, as well as Congress. The letters and testimony will clearly articulate the City's position on federal issues; and search for opportunities for the City to comment on federal action, and provide background information with enough advance notice for the City to act.

Consultant will assist the Mayor, City Manager and other designated City staff periodically with logistical support while in Washington, D.C. attending conferences, public hearings and or meetings.

Holland & Knight will make all arrangements necessary for the City to send a delegation to Washington, D.C., and key national conferences, just as we have over the years. We will undertake to:

- Arrange meetings with the City's congressional delegation, Iowa Senators, key House and Senate members from other states, White House, and key department and agency officials; and arranging meetings with mayors and key organizational leaders to work in coalition around critical issues.
- Provide advance work, including developing talking points, briefing materials, position papers, justification packets, and making appointments. We also will assist you in developing the City's resolutions before national conferences and securing co-sponsorship by other boards and mayors.
- Provide assistance with travel logistics for Washington visits, including local transportation and meals for working meetings.

Consultant will provide advice and counsel to City regarding legislative strategy and provide such background information as proponents, opponents, attitude of key members of Congress, and positions of related entities.

Rich Gold with Holland & Knight, will continue to serve as your Federal Advocacy Manager, and will provide regular updates to the City on key issues. To keep in close contact with you, we will continue our biweekly telephone conference call together with regular in-person meetings.

We pride ourselves on our responsiveness and commitment to service. Consistent, constant communications with each other and our clients is a hallmark of our work.

We will also continue to provide the following communications, which will include:

- "Eyes on Washington" weekly updates, which offer our clients the latest information on key developments in Congress and the executive branch.
- Weekly Grant Notifications. Each week, we provide our clients with information regarding recently announced federal grant opportunities. We comb through the *Federal*

Register, Grants.gov, and other resources to identify specific funding that may be of interest. We provide this service to our clients as part of our regular legislative efforts.

- Strategic Grant Analysis. Should the City decide to pursue a particular grant opportunity, we are available to assist in mapping a strategic plan to pursue the grant, address selection criteria, and emphasize certain project aspects that the agency may be more focused on in a particular round of funding.

Furthermore, we continue to encourage you to reach out to us beyond scheduled calls. We understand that important issues arise beyond the normal workday and we make ourselves readily available. We feel strongly about ensuring you feel a part of our day-to-day advocacy efforts in Washington and are always up to speed on our activities and progress.

While Holland & Knight's office hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday, the advocacy team members are available to the Mayor, City Council, City Manager, and key City personnel regardless of office hours. We feel strongly about ensuring that even if you are 1,000 miles away, you feel a part of our day-to-day advocacy efforts in Washington and are always up to speed on our activities and progress.