

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089814-22-V, Legal
Counsel for the Redistricting Commission**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089814-22-V, Legal Counsel for the Redistricting Commission (Contractor).

RECITALS

On or about 8/6/2021, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

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

City wishes to retain Contractor to provide legal counsel services for the redistricting commission as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

1.3 Contract Administrator. The City of San Diego 2020 Redistricting Commission (Commission) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Commission as follows:

Lora Fleming
City of San Diego Redistricting Commission Chief of Staff
202 C Street, MS 9A,
San Diego, CA 92101
(619) 510-7201
LJFleming@sandiego.gov

1.4 Industry Standards. Contractor agrees to perform the Services in accordance with the standards customarily adhered to by an experienced and competent law firm using the degree of care and skill ordinarily exercised by reputable attorneys practicing in the State of California. Where approval by the City, the Mayor or the Mayor's designee, or other City representative is required, this approval does not relieve Contractor of its responsibility to comply with all applicable laws and industry standards.

1.5 Confidentiality. Contractor acknowledges that it has no authority to waive the attorney-client privilege on behalf of the City and agrees to conduct its activities relating to this matter in such a manner as to maintain the confidentiality of communications between Contractor and the City, including the City Attorney and any City official or employee. Contractor further agrees that it will not waive the attorney-client privilege with respect to documents or communications obtained or conducted in connection with this matter without the express written consent of the City. Furthermore, all services performed by Contractor, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor are for the sole use of the City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor to any third party without the prior written consent of the City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Law Firm, at the time it was disclosed to Law Firm by the City; (2) subsequently becomes publicly known through no act or omission of Law Firm; or (3) otherwise becomes known to Law Firm other than through disclosure by the City.

ARTICLE II DURATION OF CONTRACT

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$70,000.00.

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

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

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

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

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

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

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

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

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Richards, Watson & Gershon
Proposer

BY: _____

350 South Grand Avenue, 37th Floor
Street Address

Print Name: _____

Los Angeles, California 90071
City

Director, Purchasing & Contracting Department

213.626.8484
Telephone No.

Date Signed

csteele@rwglaw.com
E-Mail

BY:



Signature of
Proposer's Authorized
Representative

Approved as to form this ____ day of

_____, 20____.
MARA W. ELLIOTT, City Attorney

Craig A. Steele

Print Name

BY: _____

Deputy City Attorney

President

Title

September 7, 2021

Date

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

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

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

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. PRICING

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

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

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

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

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require only the top three (3) proposers with the highest scoring proposal to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

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

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

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	15
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Creativity of proposed project approach.	
4. Clarity and brevity of the response.	
B. Staffing Plan.	25
1. Qualifications of personnel adequate for requirement.	
2. Provision for the required disciplines.	
3. Clearly defined Roles/Responsibilities of key personnel.	
C. Firm's Capability to provide the services and expertise and Past Performance.	40
1. Relevant experience of the Firm and subcontractors.	
2. Previous relationship of firm and subcontractors on similar projects.	
3. Background of the Firm and subcontractors including (Discipline). qualifications.	
4. Other pertinent experience.	
5. Location in the general geographical area of the project and knowledge of the locality of the Project.	
6. Past/Prior Performance.	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks.	
D. Cost.	10
E. Mandatory Demonstration/Presentation.	10
1. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

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

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

4. Reserved.

5. Reserved.

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

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

The City of San Diego (City) Redistricting Commission (Commission), by and through the Office of the City Attorney (Office), is seeking to retain counsel (Outside Counsel) to provide legal advice and representation on an as-needed basis in situations in which the City Attorney determines that the Office (1) does not have adequate expertise to handle or advise on the matter; (2) does not have adequate personnel to handle or advise on the matter; or (3) has an actual conflict of interest. The required legal services may include, but will not be limited to, legal support to the Commission, staff, the City Attorney's Office, and consultants regarding the redistricting process, based upon publicly available data. This may include, but is not limited to: review of documents including proposed district maps; development and/or use and analysis of Racially Polarized Voting ("RPV") data to advise the Commission; review and preparation of legal memoranda related to applicable legal issues; advice to the Commission, Commission staff and consultants; and attendance from time to time at Commission meetings. Attendance may be in-person or virtually depending on the Governor's orders guiding the state's response to the current pandemic. Applicants must have demonstrated expertise in the federal Voting Rights Act. In addition, expertise with the California Elections Code, open government/sunshine laws, and relevant federal and state case law are desirable.

B. OBJECTIVE

The objective of this RFP is to make an award to a qualified Contractor which delivers legal counsel services that represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

C. PRECLUDED PARTICIPATION

To avoid any real or perceived conflicts of interest, the successful Contractor to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

D. SCOPE OF WORK

Contractor shall provide the following services indicated below:

1. Services prior to completion of preliminary redistricting plan:
 - a) Review Commission proceedings to date;
 - Identify specific Voting Rights Act issues with City Attorney's Office;
 - b) Review plans submitted by community groups; and
 - c) Provide advice and potential guidelines for line-drawing and prioritizing criteria.
 - d) Prepare and present legal training for the Redistricting Commission regarding the Voting Rights Act and guidelines for line-drawing
2. Services following completion of preliminary and final redistricting plan:
 - a) Review proposed plans for legal compliance;

- b) Provide ongoing advice on the Voting Rights Act;
- c) Review and revise revised written statement of findings.

E. STATEMENT OF WORK AND EXPERIENCE

To be considered as responsive to this RFP, Contractor shall demonstrate qualifications to perform legal services in each are described below:

1. Perform all normal and customary duties required of special redistricting counsel in connection with legal issues related to the full range of redistricting activities.
2. Advise the Commission, Commission staff, the City Attorney's Office, and consultants as to procedures, legality of documents, policy concerns, and legal implications concerning the redistricting activities, and specifically work with Commission, Commission staff and consultants with respect to legal issues in connection with drawing new Council district boundaries.
3. Advise the Commission, Commission staff and consultants regarding the requirements of State and Federal laws relevant to redistricting activities, and in particular demonstrate expertise and experience with Section 2 and Section 5 of the Voting Rights Act, and subsequent relevant cases. This advice will require the use and analysis of Racially Polarized Voting data developed by consultants obtained by either VRA Counsel or the Commission, as decided by the Commission.
4. Advise the Commission, Commission staff, City Attorney's Office, and consultants of litigation risks associated with redistricting activities and approaches to limit such risks.
5. Attend various Commission public meetings and hearings as requested by the Commission or Commission staff.

F. EXPERIENCE AND QUALIFICATIONS

Contractor must provide a description of the following experience and qualifications to perform legal services as required herein:

1. Provide the following information about the individual attorney who will be primarily responsible for advising or representing the City ("Primary Attorney"):
(i) education, (ii) employment history, (iii) experience in the legal area or areas for which you are proposing, and (iv) experience advising or representing governmental agencies.
2. Identify any other individuals with your firm who you anticipate would be involved in advising or representing the City and what those individuals' roles would be with respect to advising the City. Provide a summary of each person's: (i) education, (ii) employment history, and (iii) experience as described in section 1. Please be aware that for an engagement of this nature, the City expects to deal principally, if not exclusively, with the Primary Attorney.
3. Describe any particular expertise your firm can provide with respect to advising

the City.

4. Provide the names and contact information of at least three representative clients, preferably public entity clients, for which the Primary Attorney or firm currently or has previously served as similar counsel.
5. Describe your efforts to promote diversity. This may include your firm's policies and procedures; initiatives to recruit diverse employees; awards; in-house diversity programs; training; hiring statistics; evidence of outreach; and memberships in diverse organizations.
6. Provide proof of insurance and coverage amounts for all legal malpractice and professional liability policies the firm carries.
7. Provide a statement of whether the Primary Attorney and the firm have litigated or settled any past claims related to providing similar services within the past ten years, and whether they have any current claims pending against them related to providing similar services.
8. Provide a brief history of the firm. Disclose whether there have been any significant business developments within the past three years, such as mergers, restructuring, or changes in ownership. Provide a firm resume if one is readily available.
9. Provide a brief description of the firm's relevant practice areas.
10. Provide a list of any relevant training, seminars, CLEs, special recognition, or publications attributable to the Primary Attorney for each area of law on which you are proposing.
11. Describe your firm's commitment to diversity. Consider referencing policies and procedures; initiatives to recruit diverse employees; awards; in-house diversity programs; training; hiring statistics; outreach efforts; and memberships in diverse organizations.

G. PRICING AND FEE SCHEDULE

Contractor shall provide:

1. Fixed fee schedule priced by task and categorized by cost (i.e., labor, direct costs, indirect costs, overhead, etc.);
2. Description of any additional contingency fees or costs that may be added should Contractor's services be selected (if there are expenses which are considered reimbursable and not included in the flat fee structure, such expenses shall be identified and quantified as full as possible);
3. A list of additional services included at no additional cost and those optional services that may be provided at specific cost (i.e., web design, telephone support,

on-site support, and other related consulting services on a time and materials basis).

The City will assess points for cost based on the total project cost for all services as described in the RFP.

H. REFERENCES

Proposer must demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer.

References shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

Proposer is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer's Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer's Subcontractors.

I. INVOICING AND PAYMENT

In addition to invoicing requirements as stated in Section 3.2 Invoices of Exhibit C- City's General Contract Terms and Provisions, Contract shall provide the following:

1. Invoices must be submitted per Tasks as itemized on Section K. Pricing Schedule in duplicate (one copy to be marked "original") to:

Lora Fleming
City of San Diego Redistricting Chief of Staff
202 C Street, MS 9A
San Diego, CA 92101
2. Upon review and approval from the 2020 Redistricting Commission, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
3. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

J. TECHNICAL REPRESENTATIVE

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

K. PRICING SCHEDULE

Proposer shall state the rates at which time will be billed to the City, as well as the rate for any other members of your law firm who will be doing work for the City, including any associate attorneys, paralegals, and clerical support. Please indicate the discount, if any, the City is receiving from any usual rate.

The City will assess points for cost based on the average hourly rates for all services as described in the RFP in accordance with Exhibit A, 3.6 Evaluation Criteria, D. Cost.

EXHIBIT C



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

ARTICLE I

SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II

CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

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

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

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

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

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

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

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

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

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

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

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

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

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

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

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

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

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

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

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

9.1.3 Non-Discrimination Requirements.

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

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

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

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

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

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

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE XII MANDATORY ASSISTANCE

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

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

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

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

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

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

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

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

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

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

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

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

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

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

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

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

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

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

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

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

A. BID/PROPOSAL/SOLICITATION TITLE:

Legal Counsel Services for the Redistricting Commission - Solicitation Number 10089814-22-V

B. BIDDER/PROPOSER INFORMATION:

Richards, Watson & Gershon, A Professional Corporation

Legal Name	Los Angeles	DBA	
350 S. Grand Avenue, 37th Floor		California	90071
Street Address	City	State	Zip
Craig A. Steele, President	(213) 626-8484	(213) 626-0078	
Contact Person, Title	Phone	Fax	

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

* The precise nature of the interest includes:

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

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

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

Craig A. Steele	President
Name	Title/Position
La Canada Flintridge, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Proposer for legal services. Mr. Steele is a Shareholder with RWG and his percentage of shares equals 3.938%.	
Interest in the transaction	

Brendan Kearns	Shareholder
Name	Title/Position
Santa Monica, California	
City and State of Residence	Employer (if different than Bidder/Proposer)
Proposer for legal services. Mr. Kearns is a Shareholder with RWG and his percentage of shares equals 1.790%.	
Interest in the transaction	

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

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

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

D. BUSINESS ORGANIZATION/STRUCTURE:

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

☒ **Corporation** Date incorporated: 10/23/1978 State of incorporation: California

List corporation's current officers:

President:	<u>Craig A. Steele</u>
Vice Pres:	<u>Laurence S. Wiener, David M. Snow, and Ginetta L. Giovinco</u>
Secretary:	<u>Kayser O. Sume</u>
Treasurer:	<u>Kayser O. Sume</u>

Type of corporation: C ☐ Subchapter S ☐

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

If **Yes**, after what date: 10/23/1978

Is your firm a publicly traded corporation? ☐ Yes ☒ No

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

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

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

If **Yes**, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
--	------------	--------	-------------

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

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

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

☐ **Partnership** Date formed: _____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: _____

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

☐ **Joint Venture** Date formed: _____

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ Yes ☒ No

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

2. In the past five (5) years, has your firm been denied bonding?

☐ Yes ☒ No

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

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

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

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

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

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ Yes ☒ No

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

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ Yes ☒ No

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

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

Name of Bank: American Business Bank

Point of Contact: Dave Kohn, Regional Executive Vice President

Address: 400 South Hope Street, Suite 300, Los Angeles, California 90071

Phone Number: (213) 430-5140

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

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

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

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

7. Performance References:

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

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

Company Name: City of Seal Beach

Contact Name and Phone Number: Jill Ingram, City Manager, 562.431.2527 ext. 1300

Contact Email: jingram@sealbeach.gov

Address: 211 Eighth Street, Seal Beach, California 90740

Contract Date: 1976-Current

Contract Amount: Indefinite

Requirements of Contract: City Attorney Services

Company Name: City of Highland

Contact Name and Phone Number: Betty Hughes, City Clerk, 909.864.6861 ext. 226

Contact Email: bhughes@cityofhighland.org

Address: 27215 Base Line, Highland, California 92346

Contract Date: 2004-Current

Contract Amount: Indefinite

Requirements of Contract: City Attorney Services

Company Name: City of Huntington Beach

Contact Name and Phone Number: Oliver Chi, City Manager, 714.536.5575

Contact Email: oliver.chi@surfcity-hb.org

Address: 2000 Main Street, Huntington Beach, California 92648

Contract Date: 1977-Current

Contract Amount: Indefinite

Requirements of Contract: City Attorney Services

G. COMPLIANCE:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY:

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

I. BUSINESS REPRESENTATION:

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Certification # _____

3. Are you certified as any of the following:

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

J. WAGE COMPLIANCE:

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

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

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

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

Company Name: Not Applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

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

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

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

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

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

L. STATEMENT OF AVAILABLE EQUIPMENT:

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

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

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

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

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

Complete all questions and sign below.

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

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

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

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

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

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

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

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

Craig A. Steele, President



September 7, 2021

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

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

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

Craig A. Steele, President

Print Name, Title



Signature

September 7, 2021

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Disclosure of Discrimination Complaints.

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

IV. Work Force Report and Equal Opportunity Outreach Plan.

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

V. Small and Local Business Program Requirements.

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

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

VI. Maintaining Participation Levels.

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

VII. Certifications.

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

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

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

VIII. List of Attachments.

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

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Richards, Watson & Gershon

Certified By	Craig A. Steele	Title	President
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Name _____

Signature _____

Date September 7, 2021

EQUAL OPPORTUNITY CONTRACTING (EOC)

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

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

BB. WORK FORCE REPORT

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

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

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

Name of Company: Richards, Watson & Gershon

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 350 S. Grand Avenue, 37th Floor

City: Los Angeles County: Los Angeles State: California Zip: 90071

Telephone Number: 213.626.8484 Fax Number: 213.626.0078

Name of Company CEO: Kayser O. Sume, Chairman, Board of Directors

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

Address: _____

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

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Law Firm Type of License: License to practice law

The Company has appointed: Michelle Sugg

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

Address: 350 S. Grand Avenue, 37th Floor, Los Angeles, CA 90071

Telephone Number: 213.626.8484 Fax Number: 213.626.0078 Email: msugg@rwglaw.com

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

Check the box above that applies to this WFR.

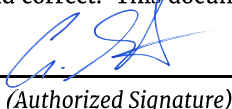
**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Richards, Watson & Gershon

(Firm Name)

Los Angeles, California hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 7th day of September, 2021


(Authorized Signature)

Craig A. Steele
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: Richards, Watson & GershonDATE: September 7, 2021OFFICE(S) or BRANCH(ES): 350 S. Grand Avenue, 37th Floor, Los Angeles, CA 90071 COUNTY: Los Angeles

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

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1	1		2		1					6	2		
Professional	1	2	1	5	6	6					25	19		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support	2	4	4	5		1					1	15		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	4	7	5	12	6	8					32	36		
--------------------	---	---	---	----	---	---	--	--	--	--	----	----	--	--

Grand Total All Employees	110
---------------------------	-----

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

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

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3NAME OF FIRM: Richards, Watson & GershonDATE: September 7, 2021OFFICE(S) or BRANCH(ES): 350 S. Grand Avenue, 37th Floor, Los Angeles, CA 90071COUNTY: Los Angeles

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

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

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

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

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

Grand Total All Employees

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

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

Work Force Report

HISTORY

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

WORK FORCE & BRANCH WORK FORCE REPORTS

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

MANAGING OFFICE WORK FORCE

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

TYPES OF WORK FORCE REPORTS:

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

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

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

RACE/ETHNICITY CATEGORIES

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

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

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

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

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

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

Exhibit A: Work Force Report Job Categories – Administration

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

Management & Financial

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

Professional

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

Architecture & Engineering, Science, Computer

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

Technical

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

Sales

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

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

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

Services

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

Crafts

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

Installers, and Repairers
Woodworkers

Operative Workers

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

Transportation

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

Laborers

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

Exhibit B: Work Force Report Job Categories–Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

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

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

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

Glaziers

Helpers, Construction Trade

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

Millwrights

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

Misc. Const. Equipment Operators

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

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

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

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

Workers, Extractive Crafts, Miners

Tab B

Executive Summary and Responses to Specifications

September 7, 2021

VIA PLANETBIDS

Ms. Lora Fleming
City of San Diego Redistricting Commission Chief of Staff
202 C Street, MS 9A
San Diego, California 92101

Reference: ***Request for Proposals for Legal Counsel Services for the Redistricting Commission (Solicitation Number 10089814-22-V)***

Dear Ms. Fleming:

Thank you for the opportunity to respond to the Request for Proposal to Provide Legal Counsel Services to the City of San Diego for the Redistricting Commission. RWG proposes that I will serve as primary contact for the Commission. Brendan Kearns and Marvin Bonilla will also help coordinate the Firm's work for San Diego.

While RWG currently serves as City Attorney or general counsel to 26 cities and numerous special districts and other public entities, we also provide outside special counsel services to cities and other agencies with in-house counsel. Through our outside counsel work for Southern California cities with in-house legal counsel, including Redondo Beach, Compton, Huntington Beach, Palmdale, Pasadena, Long Beach, Hawthorne, Anaheim, Fremont, Livermore, and others, we have developed supportive relationships with the staff and in-house city attorney. We also have worked with independent commissions, including my own work with the Ventura County Campaign Finance Ethics Commission, and are uniquely qualified to carry out the independent counsel role.

Further, although we have a statewide public law practice, we have not represented the City of San Diego or its public officials, and have no actual or perceived conflicts of interest in working on this matter.

Because many of our lawyers are City Attorneys, we have a understanding of the role of agency staff and commissioners, and the ways that outside counsel can support their efforts. Our clients value the experience, creativity, and cost-effective approaches RWG brings to the table to help solve their legal problems and accomplish their goals. Cities and special commissions such as the Redistricting Commission are able to use RWG's special counsel services as a scalable tool to

match specific needs for expert legal services as they arise. We would be honored to provide legal services to the Commission.

Richards, Watson & Gershon

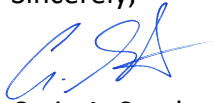
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Phone: 213.626.8484
Facsimile: 213.626.0078

Craig Steele

Phone: 213.626.8484
E-mail: csteele@rwglaw.com

I would take primary responsibility for advising the Commission, along with my partner, Brendan Kearns, and would assign additional qualified attorneys to assist as the subject or schedule require. We appreciate the opportunity to submit this proposal and look forward to discussing it with you. In the meantime, if you have any questions or comments please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Steele", with a stylized flourish at the end.

Craig A. Steele
President

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Exhibits

Exhibit 1	Attorney Biographies
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Executive Summary

RWG proposes to provide legal services that assist the Commission with legal services relating to redistricting. RWG has specialized in the representation of public entities of all types for over 65 years. We regularly provide all of the legal services listed in the Scope of Services.

As demonstrated throughout this proposal, we are exceptionally well qualified to provide legal services to the Commission. We will provide these services in the manner that the Commission desires, and we will tailor our services to best fit the Commission's needs, budget, and style of governance. We recognize that not all public agencies are alike and we are committed to working with the Commission to learn how we best can serve the Commission's needs.

Firm History

Founded in 1954, RWG's dedicated team of lawyers has come to specialize in the representation of public entities of all types across the State. Many law firms try to balance the heavy representation of developers, land owners, and other private clients with some public agency representation. Public agency law is RWG's primary "brand" and we never forget that we are public agency lawyers first. We take an interdisciplinary approach to the challenges faced by California municipalities and public agencies from our offices located in Los Angeles, Orange County, Temecula, San Francisco, and the Central Coast. Our attorneys deliver practical, solutions-oriented advice tailored to the unique needs of our public clients. We have built a reputation as the lawyers of choice for clients seeking reliable, efficient, and effective legal counsel to help realize their goals.

RWG is proud of its longstanding commitment to helping California shape its future and the role we have played in the State's legal history. Our attorneys helped incorporate several of Los Angeles County's cities and have served Orange County cities such as Seal Beach and Brea for decades. In some instances, RWG also served as the city's first City Attorney. Many of our client relationships have become institutional, providing stability through political and staffing changes.. The Firm's lawyers have also been a part of precedent-setting cases, including *Roberts v. City of Palmdale* in which the California Supreme Court unanimously ruled that the transmission of a confidential letter from a city attorney to a city council is not a Brown Act "meeting" and that such a letter is exempt from Public Records Act disclosure.

Firm Expertise

RWG delivers advisory, transactional, and litigation services with a specialized focus on matters involving public agency and municipal law; elections law, ethics, and open government; public

finance; economic development; public works, construction, and contracting; administrative law and government regulation; eminent domain; labor and employment; land use and environmental law; and real estate.

Municipal Experience

With a team of attorneys who are experts in municipal law, clients rely on RWG's counsel in a number of specialty practice areas. Our core practice groups are supplemented by attorneys with expertise in:

- affordable housing
- appellate law
- civil rights and constitutional law
- climate change
- code enforcement
- conflicts of interest
- election law
- general plans
- hazardous materials
- litigation
- land use and planning
- municipal taxation
- municipal torts
- ordinances and resolutions
- police and fire practices
- Political Reform Act
- public finance
- public works, construction, and contracting
- stormwater regulation
- telecommunications
- tort defense
- transportation
- utilities and franchising
- water law
- writs and appeals

Providing advice on the Brown Act, the Public Records Act, the Political Reform Act, the Elections Code, and other laws that govern the operations of public entities and the conduct of government officials is a daily focus of our practice. We have developed an AB 1234 Ethics training program that has been very well received by our clients, as well as trainings for records officials, and meeting management trainings. We prepare codes of conduct, rules of procedure, and lobbyist registration ordinances for our clients and we understand and fully embrace the higher ethical standards and transparency that are expected of public officials. Again, public agency law is RWG's brand; we are City Attorneys and agency counsel ourselves and have extensive experience with all areas of public agency law.

We understand the fiscal challenges faced by cities in general, and even more so today given the economic impacts flowing from the COVID-19 pandemic. We regularly assist our public agency clients to establish and increase fees, taxes, and assessments in compliance with the strict limits on local governments' revenue powers, including Proposition 218 and the related initiatives, Propositions 26, 62, and 13. RWG is recognized as a statewide leader in the interpretation and implementation of the constitutional and statutory provisions enacted by these initiatives. We also have expertise in development impact fees (AB 1600 fees), including affordable housing impact fees.

RWG also serves as general counsel to more than 20 Joint Powers Authorities (JPAs) and special counsel to numerous others. In addition, we represent many cities and other public agencies who are members of JPAs. We have established many of the JPAs we represent, and we are familiar with the legal issues associated with JPAs as well as the issues that tend to arise for member agencies. We have represented a number of special purpose commissions and boards, such as the Ventura County Campaign Finance Ethics Commission and First 5 LA.

As relevant to the Commission, RWG has broad experience in all of the legal issues relating to local elections, voting and campaign finance issues.

Elections, Voting, Districting and Re-Districting, Campaign Finance

Craig Steele has specialized in election law issues throughout his 29 years at RWG. We have advised numerous public agencies at various levels on election and political law matters. We have extensive experience with districting, initiatives, referenda, and recalls, and have drafted dozens of ballot measures, impartial analyses, initiative titles and summaries, and local campaign finance ordinances. On an annual basis, we advise city clerks on numerous election law matters such as calling elections, drafting ballot measures, qualifying initiative and referendum petitions, and addressing challenges to the election process. We also have successfully handled several important cases involving the application and interpretation of state election laws and have spoken to audiences across the state on various election law matters. In addition, we advise government agencies and public officials on Political Reform Act issues and local campaign finance regulations.

Our experience with election and voting-related issues spans a broad array of local, state and federal legal topics, including:

Voting Rights, Districting and Redistricting

RWG lawyers are constantly engaged in advising and litigating on issues associated with voting rights, districting, and redistricting. These currently are the most impactful area of elections law for local government, and we currently are advising charter cities, general law cities and special districts. California's FAIR MAPS Act, AB 849, passed in 2019 and there are no lawyers in the State who have completed the process of advising their public clients regarding the provisions of that important new law. Although there were relatively few district-based systems in place after the 2010 census, we did advise on redistricting under the prior laws. Currently, Craig Steele and our team are currently working with a number of our clients to start and carry-out the requirements of reviewing district boundaries under the FAIR MAPS Act. This work includes

advising local redistricting committees or commissions, working with demographers, and advising city councils on the requirements of this new law, and the interaction between existing state and federal voting rights laws and city charter provisions.

We work on District issues for public entities we represent as general counsel, **and** on a special counsel basis for entities with in-house counsel. A representative sample of some of the clients we are currently advising on re-districting includes:

- City of Placentia
- City of Compton
- City of Rancho Cucamonga
- City of Fremont
- City of Seal Beach
- City of Highland
- San Mateo County Harbor District
- City of Tehachapi
- City of Indio
- City of Fairfield
- City of Yucaipa
- City of Davis

RWG has advised and guided well-over a dozen public entities through the transition from at-large to district-based elections, and we are continuing to provide that advice as more entities move to district-based election systems. Our attorneys assist cities both in an advisory capacity as well as in litigation. We defended the Cities of Highland and Rancho Cucamonga in lawsuits arising under the California Voting Rights Act (“CVRA”). Notably, we have twice convinced potential challengers that an at large voting system did not violate the CVRA in one of our cities.

For the Commission, the combination of our experience as city attorneys and our knowledge and experience in districting and re-districting will be crucial. We respect the role and importance of the staff and in-house City Attorney, and we often work in concert with the City Attorney’s office to support that role. At the same time, we have decades of experience with the process of public decision-making and understand the attorney’s role in facilitating that process. We work with Boards and Commissions constantly to help them conduct public processes and make good decisions, especially when those decisions can be politically sensitive.

Election Processes

RWG lawyers continuously advise local elections officials regarding all aspects of the elections process, for both candidate and ballot measure elections. From the call of the election to the certification of election results, we are involved in partnership with the local elections official. We also advise on post-election issues such as recounts, candidate eligibility, and election contests. RWG litigators are experienced and ready to step in when election controversies move to the courts. We frequently represent public agencies and local elections officials on a wide array of election-related litigation, such as challenges to ballot materials and election contests.

Ballot Measures

As the frequency and complexity of local ballot measure elections continue to increase, RWG lawyers are experienced in every element of the ballot measure process as well. Name the subject of a local ballot measure and it's likely that an RWG lawyer has drafted a measure on that issue: open space preservation, historic preservation, fireworks, revenue and taxes, airport land use, zoning, term limits, marijuana, rent control, bond issues, mobilehome park issues, and many others. Our advice on public entity-initiated measures often starts with the strategic decisions that can commence the ballot measure process, such as working with survey firms to measure public opinion, determine whether to propose a measure and draft the language of the ballot question. We also advise local officials on the procedural aspects of ballot measures and have drafted hundreds of initiative titles and summaries and impartial analyses. Our lawyers also are experts on educating and advising regarding the limits on government participation in ballot measure campaigns.

Litigation is commonly another aspect of the local ballot measure landscape, and RWG litigators have experience with every aspect of this complicated specialty, including challenges to the validity of ballot measures.

Campaign Finance

No other law firm has drafted more local campaign finance ordinances in California than RWG. We have worked with cities across the state to draft and implement some of the earliest and most impactful laws in this area, including often-copied ordinances in Agoura Hills, Beverly Hills, and Thousand Oaks. As a law student, Craig Steele worked as an intern with the City of Los Angeles Ethics Commission to help implement and enforce that City's ordinance when it was first adopted. For some public agencies, such as the County of Ventura, we also serve in an enforcement capacity. We are well-situated to advise public entities about campaign finance issues, including whether a local ordinance would be effective in a particular jurisdiction.

Client Service Team

RWG is committed to giving the attention of our talented group of attorneys to the Commission, and to delivering timely, high quality, and practical advice on a cost-efficient basis. We believe that establishing a client service team at the outset of a representation is an invaluable measure to help ensure that the client's needs and service expectations are continuously met.

The following attorneys will serve as the primary attorneys to provide the legal services for the Commission as requested in the RFP, each of whom has confirmed his or her availability and willingness to provide the services requested.

Relationship Partner



Craig Steele | Lead Attorney and Point of Contact

Los Angeles Office

Direct: 213.253.0281

E-mail: csteele@rwglaw.com

Craig is a shareholder in the Public Law Department at Richards, Watson & Gershon and serves on the Firm's Management Committee. He has over 29 years of experience practicing local government law and has worked in government and politics for over 35 years. Craig is the General Counsel to the Nipomo Community Services District, City Attorney for the Cities of Monrovia and Seal Beach, and served as Counsel to the Successor Agency to the redevelopment agencies in those cities and also the former redevelopment agency for the City of Indio. He also serves as General Counsel to the Los Angeles County Children and Families First Proposition 10 Commission ("First 5 LA"). He served as Agoura Hills City Attorney from 1999-2012, Highland City Attorney from 2007-2019, and Interim CEO of First 5 LA throughout 2012.

A former political campaign manager, Craig is an expert in elections, voting and government ethics laws and has frequently been asked to speak and teach about those subjects by the California Special Districts Association, League of California Cities, and other organizations.

As a public law specialist, Craig has broad experience with the special districts law and legal issues that are important to public entities of all types, structures, geography, and characteristics. He has guided our clients through numerous water and sewer rate increase proceedings under Proposition 218. Craig also is the author of dozens of local ballot measures, including open space preservation, local taxes and bond measures, fireworks regulation, and transportation issues. Public agencies consult with him at all stages of the process of ballot measure process, from polling and strategic decisions, to drafting the measure, to advising about processes and permissible public agency involvement in ballot measure activities. Many public entities with "in-house" counsel have consulted with Craig on elections and voting issues, including the Cities of Compton, Redondo Beach, Hawthorne, Pasadena, Fremont, Livermore, San Luis Obispo, and the San Diego Association of Governments. In recent election cycles, he advised clients on issues as significant and diverse as the Los Angeles County and San Diego County sales tax proposals to fund transportation projects, marijuana taxes and regulations throughout the state, local land use measures on the Central Coast, and districting measures in Imperial, San Bernardino, and Riverside Counties.

Craig concentrates on the representation of public agency clients in a wide range of government law areas and has spoken and written extensively on open government issues including Tips for Efficient & Effective Public Meetings, Rules Regarding Ballot Measures and Lobbying, The Role of Special District Board Secretaries and Clerks, Campaign Finance Regulation, Lobbying, Public Records, Open Meeting Laws, and Conflicts of Interest Law. His article *"The Rules on Lobbying: What Every Local Official Should Know"* was published in the January, 2010 issue of *Western City Magazine*. He is a past member of the FPPC Committee of the League of California Cities' City Attorneys Department and also served on a task force of the Institute for Local Government drafting a resources book on open space acquisition by cities.

Prior to joining Richards, Watson & Gershon out of law school in 1992, Craig was a political campaign consultant and public affairs professional at Cerrell Associates, Inc., one of the nation's most prominent public affairs firms. He worked on campaigns for state, local, and federal offices, including two presidential campaigns. He also worked as advance staff in connection with events such as the 1984 Olympics and the Los Angeles visits of Pope John Paul II in 1987 and His Holiness Vazken I of the Armenian Apostolic Church in 1988.



Brendan Kearns | Municipal Law

Los Angeles Office

Direct: 213.253.0263

E-mail: bkearns@rwglaw.com

Brendan is a shareholder in RWG's Public Law Department and advises municipalities and public agencies on a variety of public law issues with a particular focus on land use, elections, affordable housing, and economic development.

Brendan serves as Assistant City Attorney or Deputy City Attorney for the Cities of Calimesa, Jurupa Valley, and Manhattan Beach. He regularly works with local agency officials and staff on a wide range of election-related matters, including:

- Districting and re-districting;
- Preparing ballot measures and related materials;
- Advising officials and staff on the Political Reform Act and other government ethics laws; and

- Assisting city clerks and other election officials with virtually all aspects of local elections.

Brendan also helps train city officials and employees to be knowledgeable in local government fundamentals such as conflicts of interest, the Public Records Act, and the Brown Act. Most recently, he presented on strategies for managing public meetings at the 2020 League of California Cities Planning Commissioner Academy.

Prior to joining RWG in 2015, Brendan spent nearly four years with the United States Department of Housing and Urban Development as a Presidential Management Fellow. In this appointed position, he worked extensively on federal efforts to improve the safety and energy efficiency of the nation's housing stock. He also performed pro bono work on behalf of the Neighborhood Legal Services Program — a non-profit law firm that provides free legal services to low-income residents of the District of Columbia.



Marvin Bonilla | Litigation

Los Angeles Office

Direct: 213.253.0247

E-mail: mbonilla@rwglaw.com

Marvin represents clients in a variety of civil litigation matters. Marvin's practice focuses on writ proceedings and appellate matters, including cases related to land use and zoning regulations and cases under the California Environmental Quality Act (CEQA) and the California Coastal Act. Marvin also has litigated cases involving municipal elections, including cases under the California Voter Participation Rights Act and the federal and California Voting Rights Act. In addition, Marvin has experience representing public agencies in litigation involving governmental tort liability, inverse condemnation, and municipal code enforcement.

Commitment to Diversity

RWG is committed to fostering an environment that embraces each individual's unique background, experience, and perspective. Our goal is to reflect the diversity of our clients and the communities in which we practice. This success begins with our summer associate program and is reflected in the composition of our partner, counsel, and associate ranks. Forty-five percent of RWG's shareholders are women and a large percent of RWG's shareholders come from diverse backgrounds. We believe these numbers show not only a commitment to diversity in our

hiring practices, but also a commitment to mentoring attorneys from diverse backgrounds in meaningful ways so that they succeed at RWG.

We are proud of the diversity at RWG, but we strive to do even better. To this end, RWG actively recruits candidates from diverse backgrounds through its summer associate recruitment process, sponsorship of diversity conferences, and active participation in presentations and panels to diverse law school student groups.

RWG is an equal opportunity employer and is committed to fostering a diverse workforce. We do not discriminate on the basis of race (including traits historically or culturally associated with race, such as hair texture and protective hairstyles), religious creed (includes religious dress and grooming practices), color, national origin (including language use and possession of a driver's license issued under section 12801.9 of the California Vehicle Code), ancestry, physical disability, mental disability, medical condition (as defined by state law), genetic information, marital status, sex, pregnancy (including perceived pregnancy, childbirth, breastfeeding, and related pregnancy related conditions), gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, military caregiver status, taking or requesting statutorily protected leave including family care leave, genetic information, civil union status, domestic partnership status, affectional orientation, atypical hereditary cellular or blood trait, the refusal to submit to a genetic test or make available the results of a genetic test to an employer past or present service in the uniformed services or application or obligation to serve in the uniformed services (status as a veteran or active military service member), sexual and reproductive health decisions, arrest or conviction record, unemployment status, status as a survivor of domestic violence, sex offenses, or stalking, or any other characteristic protected by applicable federal, state, or local law. This policy applies to all employment decisions and conditions of employment, including hiring, placing, promoting, training, transferring, compensating, providing benefits, as well as with respect to layoffs and terminations.

Insurance

Richards, Watson & Gershon maintains insurance coverage in all areas detailed in this RFQ. Our insurance coverage portfolio has been carefully selected to provide adequate and comprehensive coverage from reputable carriers specifically tailored to our municipal and public agency clients. We are able to substantially meet all detailed requirements with exceptions noted in Tab A.

Disclosure and Explanation of Negative Issues

Neither RWG, nor any attorney while employed at RWG, has ever been disciplined by the California State Bar. We are unaware of any complaints to the State Bar ever being made against

any of our attorneys. Additionally, neither RWG nor any attorney while employed at RWG has ever been successfully sued for malpractice. We are not aware of any information that may reflect negatively on RWG that would be discovered during any background research.

In full disclosure, RWG has been sued unsuccessfully by non-clients in recent years. These meritless lawsuits against our Firm in our role as city attorneys were unusual in nature, and usually brought as an attempt to distract or intimidate our clients.

- RWG assisted public agencies and private entities that funded a reward for people who provided information leading law enforcement to Christopher Dorner, a former Los Angeles Police Department officer who killed several people in Southern California in 2013. Richard Heltebrake, one of the parties who provided information, refused to participate in the process for determining the allocation of the reward fund. RWG held the funds in escrow until a panel of three former judges decided to whom the funds should be allocated. The panel concluded that Mr. Heltebrake was not entitled to any portion of the fund. RWG was not involved in that decision, but nevertheless was sued by Mr. Heltebrake for distributing the funds at the panel's direction. RWG obtained summary judgment, which was upheld by the California Court of Appeal. (*Heltebrake v. City of Los Angeles, et al.*, Los Angeles County Superior Court Case No. BC507269)
- Brackins Matter. On behalf of the City of Jurupa Valley, our firm prosecuted a nuisance action against Harold Brackins and other property owners in the City. The City's complaint sought to abate conditions on the property that violated the municipal code and constituted a nuisance. In response, we received a cross-complaint from Mr. Brackins filed on June 1, 2020, that named the City, a City consultant responsible for code enforcement, the assigned judge and four of our attorneys. The cross-complaint was mostly incomprehensible-starting with allegations to Mr. Brackins' home as "no place on earth and in Heaven, because he wishes to exercise his First Amendment Constitutional Right to disassociate with what he views as a corrupted government and 'state'." The actual allegations were unclear as the pleading had little to do with the nuisance abatement complaint and appeared to be a form he found from an anti-government source that is used when seeking to avoid paying taxes. Mr. Brackins proceeded to lose two preliminary motions against other cross-defendants. In July, Mr. Brackins requested dismissal of his cross-complaint (without prejudice), which has been entered by the court-concluding the matter.

- Nemer Matter. In July, 2021, Gary Nemer filed a complaint against the City of Mill Valley, where our Firm serves as City Attorney. The case involves the City's approval of a home remodel for Mr. Nemer's adjacent neighbor over Mr. Nemer's objections. Mr. Nemer contends that the City is obligated to prosecute his neighbor for a Municipal Code violation, and would like to see the structure torn down. Mr. Nemer included our Firm as a defendant in this matter in two causes of action. The Fourth Cause of Action is titled "Bad Faith." Although we are listed as a party under the heading, we are not included in the prayer for damages under that claim. The Eighth Cause of Action is titled "Taxpayer Suit Legal Fees" and the principal complaint against the firm is that "The City Attorneys may not be compensated for work done in connection with efforts by the City and City officials to avoid ministerial duties." Currently, the City is assessing the matter and our Firm is investigating the claim, assessing potential conflict issues and considering our recourse against what we believe are frivolous claims.

Tab C

Cost/Price Proposal

Hourly Rates/Fees

Our clients are entitled to the best legal representation and service. At the same time, we are well aware that public entities must control their costs. Consequently, we are committed to minimizing the Commission's legal costs to the greatest extent possible. We are accustomed to preparing legal service budgets for our public agency clients and meeting budget targets.

We are proposing to be compensated on a blended hourly rate of \$350 per hour for our advisory services. This is a discount from Craig Steele's standard hourly rate, which is over \$425. If we are required to handle or assist with any litigation relating to this matter, our time would be billed at a courtesy discount of 10% off the then-current standard rates for the attorney working on the matter. Our standard rates generally adjust in January of each year. We bill in 1/10th of an hour increments.

Reimbursable Costs

In addition to legal fees, we will bill the Commission for costs in connection with our representation. Such costs include copying documents (\$.05/page), mileage (based on the federal government's standard mileage rate) to the extent incurred, court fees, litigation costs, travel costs, messenger and delivery services, and other similar costs. Such costs frequently are billed to the Firm from third-party vendors and therefore there sometimes will be a delay between the time such costs are incurred and the time when they appear on your bill. Please note that we make every effort to be as efficient and cost-effective as possible. For example, we transmit documents by email whenever possible to avoid postage charges and we use e-filing options with the court when allowed and feasible rather than a messenger service.

Exhibit A

Attorney Biographies

Craig STEELE

Shareholder

LOS ANGELES

T 213.626.8484

E csteele@rwglaw.com



Craig A. Steele is a shareholder in the Public Law Department at Richards, Watson & Gershon and serves on the Firm's Management Committee. Mr. Steele has nearly 30 years of experience practicing local government law and has worked in government and politics for over 35 years. Mr. Steele is the City Attorney for the Cities of Monrovia and Seal Beach, General Counsel to the Nipomo Community Services District, and General Counsel to the Los Angeles County Children and Families First Proposition 10 Commission ("First 5 LA"). He served as Agoura Hills City Attorney from 1999-2012, Highland City Attorney from 2007-2019, and Interim CEO of First 5 LA throughout 2012.

A former political campaign manager, Mr. Steele is an expert in elections, voting rights, and government ethics laws and has frequently been asked to speak and teach about those subjects by the League of California Cities, California Special Districts Association, and other organizations.

Mr. Steele concentrates on the representation of public agency clients in a wide range of government law areas and has spoken and written extensively on open government issues including Public Entity Ballot Measures, Lobbying, Public Records, Open Meeting Laws, and Conflicts of Interest Law. His article "The Rules on Lobbying: What Every Local Official Should Know" was published in the January, 2010 issue of Western City Magazine. He is a past member of the FPPC Committee of the League of California Cities' City Attorneys Department and also served on a task force of the Institute for Local Government drafting a resources book on open space acquisition by cities.

Mr. Steele is a past President of the Board of Directors of the Community Center of La Cañada Flintridge, former Vice President and a member of the Board of Directors of the Spartan Boosters, and served for several years as Chair of the La Cañada Unified School District's Bond Oversight Committee. He was also an adjunct professor in the USC Price School of Public Policy in 2011 and 2012. He is

PRACTICE AREAS

Municipal & Public Agency
Law

FOCUS AREAS

Elections, Voting & Campaign
Finance

EDUCATION

J.D., University of Southern
California Gould School of Law

B.A., University of Southern
California

a frequent speaker to classes at the USC Gould School of Law where his wife, Susan Wright, is Professor of Lawyering Skills and Director of Academic Success.

WORK FOR CLIENTS

As a public law attorney, Mr. Steele has broad experience with the legal issues that are important to public agencies of all types, structures, geography, and characteristics. He has served as a city attorney in charter cities and general law cities; in full-service cities and contract cities. Mr. Steele works with cities that provide police and fire services, utilities, and independent libraries, as well as cities that contract for such services. He has served in coastal communities, a foothill community with a wilderness preserve, and both built out and rural communities.

He has served as an independent investigator on campaign finance law issues for Ventura County, and has advised candidates for local, state, and federal offices and other private interests on a variety of election and political law matters. Mr. Steele is advising numerous public entities regarding voting rights, district election issues, and redistricting.

In the land use area, Mr. Steele has worked on a range of projects ranging from large (5,000+ planned units) residential subdivisions to small mixed use projects in historic downtowns. He has authored unique ordinances on such subjects as picketing in residential areas and food truck regulation. Mr. Steele also is the author of dozens of local ballot measures, including open space preservation, local taxes and bond measures, fireworks regulation, and transportation issues. Public agencies consult with him at all stages of the process of ballot measure process, from polling and strategic decisions, to drafting the measure, to advising about processes and permissible public agency involvement in ballot measure activities. Many entities with "in-house" City Attorneys and General Counsel have consulted with Mr. Steele on elections and voting issues, including the Cities of Compton, Redondo Beach, Hawthorne, Pasadena, Fremont, Livermore, San Luis Obispo, and the San Diego Association of Governments. In recent election cycles, Mr. Steele advised clients on issues as significant and diverse as the Los Angeles County and San Diego County sales tax proposals to fund transportation projects, marijuana taxes and regulations throughout the State, local land use measures on the Central Coast, and districting measures in Imperial, San Bernardino, and Riverside Counties.

PROFESSIONAL EXPERIENCE

Prior to joining Richards, Watson & Gershon out of law school in 1992, Mr. Steele was a political campaign consultant and public affairs professional at Cerrell Associates, Inc., one of the nation's most prominent public affairs firms. He worked on campaigns for state, local, and federal offices, including two presidential campaigns. He worked as advance staff for political figures such as U.S. Senators Albert Gore, Jr., Alan Simpson, and Lloyd Bentsen, Assembly Speaker Willie Brown, Los Angeles Mayor Tom Bradley, and Honolulu Mayor Frank Fasi. He also worked as advance staff in connection with events such as the 1984 Olympics and the Los Angeles visits of Pope John Paul II

in 1987, and His Holiness Vazken I of the Armenian Apostolic Church in 1988.

HONORS & AWARDS

City of Monrovia Community Policing Award, 2013

La Cañada Unified School District Governing Board's Award for Service, 2007

PROFESSIONAL AND COMMUNITY AFFILIATIONS

Member, Los Angeles County Bar Association

EXPERIENCE

HIGHLIGHTED PROJECTS (PUBLIC LAW)

- ▶ **First 5 LA – Interim CEO Appointment (2012).** As longtime counsel to First 5 LA, a Los Angeles County public agency that invests tobacco tax dollars for the benefit of children aged 0-5 and their families, Craig advised the Board and agency through the departure of the agency's CEO. After the separation, the Board asked Craig to serve as Interim CEO while a new CEO was recruited. He served in that position, running an agency with over 100 employees and an annual budget in excess of \$170 million, for a year while also coordinating the search for a permanent CEO.
- ▶ **City of Highland – Change to City Council Districts.** In response to a claim of racially-polarized voting patterns under the California Voting Rights Act ("CVRA"), Craig advised the City throughout the process of creating a district-based election system. This work included drafting a ballot measure seeking voter approval of the district system, guiding the City through the public process to create districts, and advising the City Clerk and City Council throughout the first district-based elections.
- ▶ **City of Monrovia – Opening of Hillside Wilderness Preserve.** This nearly 20-year project created one of Southern California's largest publicly-owned and publicly-accessible wilderness preserves in the foothills of Monrovia. Craig's work on this started with drafting the initial ballot measure that created the General Plan designation and Specific Plans for the area, and then advising the City throughout the cooperative acquisition of the Preserve property from various private owners using a combination of grant funds and the proceeds of a City special tax. He helped to draft and implement a property management plan that survived a CEQA challenge and limited opposition from local residents. Craig then participated in the process of the City acquiring the final easements and accesses needed to facilitate public access and drafting public access and use rules. The Preserve opened to the public in 2017.

NEWS

Relaxed Brown Act Requirements Will Temporarily Remain in Effect After June 15
06.04.2021

County Pays \$1.35 Million Penalty for Public Funds Spent in Support of Ballot Measure
09.01.2020

"Open and Public" Meetings and the COVID-19 Virus Emergency
03.16.2020

Local Public Agency Advocacy: The Line Between Information and Campaigning by Craig A. Steele
California Special Districts, Volume 13, Issue 4, 09.06.2018

Proposed Ballot Measure Increasing Vote Requirement for Local Tax Measures Will NOT be on November Ballot;
Local Soda Taxes Prohibited in Legislative Deal
06.29.2018

PRESENTATIONS

Local Ballot Measures: Issues for City Attorneys
BACA (Bay Area City Attorneys), 01.31.2020

Meeting Management: Tips for Efficient and Effective Public Meetings
USC Sol Price School of Public Policy Local Leader Academy, 10.2019

Meeting Management – Tips for Efficient & Effective Public Meetings
California Special Districts Association Annual Conference, September 25-28, 2019

Candidate & Ballot Measure Elections: The Role of District Board Secretaries and Clerks
California Special Districts Association Board Secretary/Clerk Conference, 2018

Public Agency Advocacy: Rules Regarding Ballot Measures and Lobbying
California Special Districts Association Annual Conference, 2018

The California Voting Rights Act and Imposed District Elections
The California Voting Rights Act and Imposed District Elections, 2016

Local Initiatives and Referenda: Key Considerations for City Attorneys
League of California Cities City Attorneys Department, 2015

Tips for Effective Lawyering
USC Gould School of Law First Year Class, 2015

Dealing with Disruptions at Public Meetings
CLE International Municipal Law Conference, 2010

PUBLICATIONS

Local Public Agency Advocacy: The Line Between Information and Campaigning by Craig A. Steele
California Special Districts, Volume 13, Issue 4, Jul-Aug 2018

The Rules on Lobbying: What Every Local Official Should Know
Western Cities Magazine, 01.10.2010

Proposition 208 Implementation Guide (contributor)
League of California Cities, 2007

New Election Law May Change the Face of Some Local Government Agencies
Public Law Journal, 2003

Brendan KEARNS

Shareholder

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Brendan B. Kearns advises municipalities and public agencies on a variety of public law issues with a particular focus on land use, elections, affordable housing, and economic development.

WORK FOR CLIENTS

Brendan serves as Deputy City Attorney for the Cities of Calimesa, Jurupa Valley, and Manhattan Beach.

PROFESSIONAL EXPERIENCE

Prior to joining Richards, Watson & Gershon in 2015, Brendan spent nearly four years with the United States Department of Housing and Urban Development as a Presidential Management Fellow. In this appointed position, he worked extensively on federal efforts to improve the safety and energy efficiency of the nation's housing stock. He also performed pro bono work on behalf of the Neighborhood Legal Services Program — a non-profit law firm that provides free legal services to low-income residents of the District of Columbia.

While in law school, Brendan served as editor-in-chief of the UCLA Journal of Environmental Law and Policy.

NEWS

City's COVID-19 Residential Eviction Moratorium Upheld
08.31.2021

Federal Government Changes Policy on Marijuana Prosecutions
01.08.2018

PRACTICE AREAS

Municipal & Public Agency Law

FOCUS AREAS

Brown Act & Open Government

Elections, Voting & Campaign Finance

Land Use Planning & Zoning (Municipal)

Public Works & Public Contracting

EDUCATION

J.D., University of California, Los Angeles, School of Law

B.A., University of California, Los Angeles

Cities Can Consider Aesthetics When Regulating Wireless Facilities in the Public Right-of-Way
09.22.2016

New Developments and Complications in Marijuana Laws
09.06.2016

PRESENTATIONS

Connect with RWG at the 2020 LCC Planning Commissioners Academy
League of California Cities, 03.05.2020

PUBLICATIONS

Down for the Count: Overcoming the Census Bureau's Neglect of the Homeless
Stanford Journal of Civil Rights and Civil Liberties, Vol. 8 , 04.2012

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Marvin E. Bonilla represents clients in a variety of civil litigation matters. Marvin's practice focuses on writ proceedings and appellate matters, including cases related to land use and zoning regulations and cases under the California Environmental Quality Act (CEQA). In addition, Marvin has experience representing public agencies in litigation involving governmental tort liability, inverse condemnation, and municipal code enforcement.

WORK FOR CLIENTS

Marvin has represented the Cities of Agoura Hills, Beverly Hills, Covina, Manhattan Beach, San Marino, and Temecula.

PROFESSIONAL EXPERIENCE

Prior to joining Richards, Watson & Gershon in 2015, Marvin worked as a litigation associate at White & Case LLP. During law school, he was a judicial extern for the Honorable Stephen Reinhardt in the Ninth Circuit Court of Appeals.

HONORS & AWARDS

Production Editor, Loyola of Los Angeles Law Review

PROFESSIONAL AND COMMUNITY AFFILIATIONS

Member, Los Angeles County Bar Association

PRACTICE AREAS

Litigation

FOCUS AREAS

CEQA (California Environmental Quality Act) (Litigation)

Civil Litigation

Land Use Planning & Zoning (Litigation)

Municipal Code Enforcement

Writs & Appeals

EDUCATION

J.D., *cum laude*, Loyola Law School, Los Angeles

B.A., *cum laude*, University of California, Los Angeles

EXPERIENCE

RECENT LITIGATION VICTORIES

- ▶ ***San Marino Heritage, et al. v. City of San Marino***. Successful defense of city's use of categorical exemption under CEQA and determination that no historic resource was present; no appeal filed.
- ▶ ***The Inland Oversight Committee v. City of Covina***. Successful defense of city's use of mitigated negative declaration under CEQA; no appeal filed.
- ▶ ***Armato v. City of Manhattan Beach***. Successful defense of city's issuance of coastal development permit and interpretation of height restriction ordinances.

NEWS

RWG Attorneys Win Appeal Upholding Constitutional Authority of Charter Cities to Schedule Their Own Elections
03.23.2020

Coastal Commission Regulations Do Not Preempt Provisions of a Certified Local Coastal Program Authorizing the Issuance of Development Permits
02.25.2020

U.S. Supreme Court Clarifies Probable Cause Standard for Warrantless Arrests
02.02.2018

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