



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 7, 2019

Staff Contact: Carol Akers and Nancy Paulson

Agenda Title: For Possible Action: To approve Amendment No. 1 to Contract No. 1718-127 for Federal Lobbying Services with Porter Group, LLC, to extend the contract term for an additional year through February 20, 2020 and for a not to exceed additional amount of \$49,800.00. (Carol Akers, CAkers@carson.org and Nancy Paulson, NPaulson@carson.org)

Staff Summary: The original contract term is effective February 20, 2018 to February 20, 2019 with two one-year options.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve Amendment No. 1 to Contract No. 1718-127.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

A formal Request for Proposal was released on January 2, 2018. Six proposals were received and the evaluation committee selected Porter Group, LLC.

The Porter Group is currently working with the City to develop proposed language for the Carson City Public Lands Corrections Act to be considered by Congress. Additionally, the Porter Group reviews grant opportunities for possible application by the City and monitors the re-branded BUILD grant (formerly the TIGER grant).

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: General Fund/City Manager/Professional Services-101-0600-413-03-09

Is it currently budgeted? No

Explanation of Fiscal Impact: \$16,600.00 would need to be augmented from General Fund Contingency in FY19. Current Contingency balance is \$1,987,309.00. The remaining \$33,200.00 would need to be added to the FY20 budget.

Alternatives

Not approve amendment and provide other direction.

Attachments:

[1718-127 Amendment 1 Back up.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

AMENDMENT FOR CONTRACT

Contract #: # 1718-127
Title: Federal Lobbying Services
Amendment # 1

If Consideration will be amended, please indicate amount: \$49,800.00

Reason for amendment: Extend term of contract for additional year – February 20, 2019 thru February 20, 2020 for a not to exceed amount of \$49,800.00.

It is also agreed, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

Amendment will become effective when signed by Purchasing and Contracts.

Approved by:

(1) City Department: City Manager's Office

Name/Title: Nancy Paulson, City Manager

Signature: _____ Date: _____

(2) District Attorney's Office:

Name/Title: J. Dan Yu, District Attorney

Signature: _____ Date: _____

(3) Carson City Purchasing and Contracts:

Name/Title: Carol Akers, Purchasing and Contracts Administrator

Signature: _____ Date: _____

(4) Porter Group, LLC:

Name/Title: Jon C. Porter, President/CEO

Signature: _____ Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1718-127

Title: Federal Lobbying Services

THIS CONTRACT is made and entered into this 17th day of April, 2018, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Porter Group, LLC hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for CITY is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of CONTRACTOR for CONTRACT No.1718-127 (hereinafter referred to as "Contract") are both necessary and in the best interest of CITY; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until signed by all parties and insurance certificates are received.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONTRACTOR** shall provide and perform the following services set forth in RFP #1718-127 titled Federal Lobbying Services and Exhibit A, which shall all be attached hereto and incorporated herein by reference for and on behalf of CITY and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by CITY for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to CITY.

For P&C Use Only

CCBL expires n/a

NVCL expires n/a

GL expires 3/12/19

AL expires NA

WC expires 7/1/18

PL expires 7/1/18

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2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 This Contract shall be effective from February 20, 2018 to February 20, 2019, with two (2) one-year options from the date of issuance, unless sooner terminated by either party as specified in Section 7 (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Major General Robert T. Herbert
Porter Group, LLC
11 D Street SE
Washington, D.C. 20003
702-376-3891
RHerbert@portergs.com

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4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Rader, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
Lrader@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of Forty Nine Thousand Eight Hundred Dollars and 00/100 (\$49,800.00), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed **SERVICES**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **SERVICES**.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for **SERVICES** actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of **SERVICES** not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise

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contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared

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default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. **REMEDIES:**

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. **LIMITED LIABILITY:**

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the

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fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any

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liability for CITY whatsoever with respect to the indebtedness, liabilities, and obligations of CONTRACTOR or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold CITY harmless from, and defend CITY against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of CITY.

13. **INSURANCE REQUIREMENTS (GENERAL):**

13.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **CONTRACTOR**, as an independent contractor and not an employee of CITY, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. CITY shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to CITY Purchasing and Contracts, and (2) CITY has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by CITY shall be a condition precedent to any payment of consideration under this Contract and CITY'S approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of CITY to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by CITY, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by CITY of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by CITY under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to CITY under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, **CONTRACTOR** shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

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13.9 Additional Insured: By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 Waiver of Subrogation: Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 Deductibles and Self-Insured Retentions: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 Policy Cancellation: Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 Approved Insurer: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 Evidence of Insurance: Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 Certificate of Insurance: **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 Review and Approval: Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these

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requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

- 13.20.1 *Minimum Limits required:*
- 13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- 13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 13.21.1 *Minimum Limit required:*
- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

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- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.

13.22 PROFESSIONAL LIABILITY INSURANCE

- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
- 13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

14. BUSINESS LICENSE: Intentionally omitted

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation

INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1718-127

Title: Federal Lobbying Services

to be held by **CONTRACTOR** to provide the goods or **SERVICES** or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any

INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1718-127

Title: Federal Lobbying Services

document that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING: Intentionally omitted

23. LOBBYING: Intentionally omitted

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all **SERVICES** required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar **SERVICES**, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only for the period of time specified in this Contract. Any **SERVICES** performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-127
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28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Chief Financial Officer
Attn: Laura Rader, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
Lrader@carson.org


By: 
Jason Link, Chief Financial Officer

Dated 2/15/2018

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: 
Deputy District Attorney

Dated 2/14/2018

CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Laura Rader, CPPB
Purchasing & Contracts Administrator

By: 

Dated 2/23/18

Account #101-0600-413.03-09

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1718-127
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Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Congressman Jon C. Porter

TITLE: President/CEO

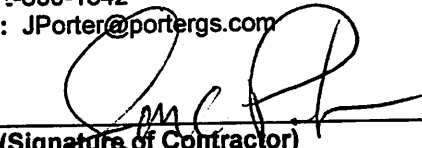
FIRM: Porter Group, LLC

Address: 11 D Street SE

City: Washington State: D.C. **Zip Code:** 20003

Telephone: 702 2-630-1342

E-mail Address: JPorter@portergs.com


(Signature of Contractor)

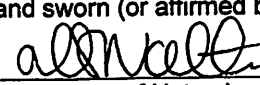
DATED _____

2/14/2018

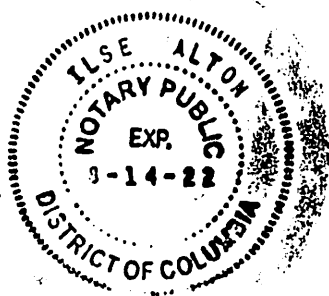
District of Columbia
STATE OF _____

Washington
County of _____)ss

Signed and sworn (or affirmed before me on this 14th day of February, 2018


(Signature of Notary)

(Notary Stamp)



District of Columbia: SS

Subscribed and sworn to before me, in my presence,
this 14th day of February, 2018


Ilse Walton, Notary Public, D.C.

My commission expires August 14, 2022.

INDEPENDENT CONTRACTOR AGREEMENT

Contract No.1718-127

Title: Federal Lobbying Services

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Invoice shall be submitted to:

Carson City Executive Office

Attn: Janet Busse

201 N. Carson St. Suite 2

Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

PORTERGROUPTM

GOVERNMENT & BUSINESS SOLUTIONS

January 18, 2018

CARSON CITY – PURCHASING AND CONTRACTS

201 N. Carson Street, Suite 2
Carson City, NV 89701

RE: Porter Group, LLC Response to RFP No. 1718-127

Porter Group, LLC (Porter Group), a Nevada company, is pleased to submit this proposal to the City of Carson City, Nevada (Carson City or City) to provide federal lobbying and advocacy services to include work with members of Congress, pertinent federal offices and agencies, relevant interest groups, federal funding sources, and coalitions and associations, among other things. This proposal is submitted in accordance with the documents and requirements set forth in the Request for Proposals No. 1718-127 released on January 2, 2018 (RFP).

Porter Group's greatest strengths are its ability to work collaboratively with clients to strategically assess, evaluate and develop complex public policy priorities and approaches; influence legislative, regulatory and government action through advocacy; take advantage of and advance federal funding opportunities; and help clients build relationships and partnerships with third parties and coalitions to help further their goals. In furtherance of these foundational tenets, members of our firm possess strong policy backgrounds and deep institutional and working knowledge of relevant issues such as transportation and infrastructure, aviation, housing, public works, cybersecurity and technology, environmental, energy, Homeland Security, rights of way, land use, and labor relations, to name a few. In this representation, Porter Group also will utilize its large bi-partisan network of federal relationships developed over the years with key members of the United States Senate and House of Representatives and their staffs, as well as relevant federal agencies and the Trump Administration, to help serve the objectives of Carson City.

Porter Group recognizes the significant contributions and positive economic impact that Carson City has delivered to the community it serves and the state of Nevada, and would be honored and privileged to represent you in accordance with this RFP. Please accept this proposal as a representation that Porter Group is willing and able to perform all the work that is sought in the scope of work and other requirements of the RFP. As the President and CEO of Porter Group, I obligate us to those responsibilities if we are chosen as the successful federal government affairs firm for Carson City.

Sincerely,



Honorable Jon C. Porter
President/CEO

Master Copy

Response to Request for Proposals (RFP) 1718-127

Federal Lobbying Services

City of Carson City, State of Nevada

Firm name: Porter Group, LLC
Washington, D.C. Address: 11 D Street SE, Washington, D.C. 20003
Nevada Address: 3271 South Highland Drive, Suite 702, Las Vegas, NV 89109
Telephone Number: 202.733.4960
Contact person: Major General Robert T. Herbert
11 D Street SE
Washington, DC 20003
Phone: 702.376.3891
Email: RHerbert@portergs.com
Website: www.portergs.com

Throughout the duration of the proposal evaluation period, Robert Herbert will be the primary point of contact. However, the entire Porter Group team is at your disposal. Contact information for other team members related to this representation are as follows:

Congressman Jon C. Porter (NV-Ret.)
11 D Street SE
Washington, DC 20003
Phone: 702.630.1342
Email: JPorter@portergs.com

Dan Mauer
11 D Street SE
Washington, DC 20003
Phone: 202.306.7085
Email: DMauer@portergs.com

Brian McAnallen
3271 South Highland Drive, Suite 702
Las Vegas, NV 89006
Phone: 702.
Email: bmcanallen@portergs.com

RFP SECTIONS 1, 2, 3, 4, 8, 9, 10, 11 12, 13, 14, 15, 16, 17, 18, 19 and the Independent Contractor Agreement

Porter Group acknowledges, understands and accepts these provisions of the RFP. Porter Group is duly registered in the State of Nevada and, if selected as the successful firm, will supply a copy of its Carson City business license.

RFP SECTIONS 5, 6 and 7. Porter Group hereby submits responses to the RFP Requirements outlined in Sections 5, 6 and 7.

RFP SECTION 5.0 FEE SCHEDULE AND PAYMENT

5.1. For the scope of service outlined in the RFP and in this response to the RFP in Sections 6.4 and 6.5: \$4,150.00 fixed fee per month

5.2. Other reasonable out-of-pocket costs, as specified and approved by Carson City, with expenses submitted for payment monthly with supporting documents

RFP SECTION 6.0 RFP REQUIREMENTS

6.1. Included is a master copy and one electronic copy in PC readable medium. The title page is contained on page 2.

6.2. This response does not exceed the 30-page limit.

6.3 MINIMUM QUALIFICATIONS

6.3.1 EXPERIENCE. Porter Group is a bi-partisan strategic consulting and advocacy firm consisting of eight full-time team members, with offices in Washington, D.C and Nevada. In business since 2011, the firm provides a unique mix of expertise in public policy, government and legislative advocacy, bi-partisan coalition building, communications management and business development services. Given an extensive network of relationships, Porter Group provides unparalleled access to key leaders and influencers in politics, public policy and business.

Porter Group is familiar with the scope of work outlined in the RFP and well-equipped with experienced personnel to provide the services set forth in the RFP together with others that evolve throughout the representation. Our collective experience in representing cities and counties of various sizes, as well as other government agencies, will prove beneficial to Carson City. Porter Group's team has a depth of collective federal experience that has enabled us to build an excellent track record in helping government agencies and other organizations with numerous types of federal legislative, regulatory and administrative agency issues. Areas of representation have included, without limitation, airports and aviation, public lands, transportation and infrastructure, military and defense, homeland security, land/right-of-way and development matters, tax, education and labor, environmental, telecommunications and technology, travel and tourism, gaming, and gaining support for grant applications. The firm has extensive contacts with members and staffs of the United States House of Representatives, Senate, federal agencies and the White House, and we would place emphasis on creating and strengthening relationships for Carson City with members and staffs of the Nevada

Congressional delegation and Congressional Committees, as well as key leaders in federal agencies and the Trump Administration.

Porter Group also would bring a unique perspective to the representation, having a keen understanding of the types of issues and problems cities encounter – not only because of its experience representing municipal clients but, also, because Congressman Jon Porter was a mayor and city councilman for many years before becoming a State Senator and a United States Congressman. Then, as a former member of the U.S. House of Representatives, he served on the Committee on Ways and Means, the Transportation and Infrastructure Committee and its Subcommittees on Aviation and Rails, as well as the Committee on Education and the Workforce. He was also the Chairman of the Federal Workforce Committee. His personal and professional network with decision makers at the federal level is quite extensive. His former classmates now chair important committees, many are U.S. senators, and a few are high-ranking officials in the Trump administration including Vice President Pence.

The firm is also privileged to offer the services of Porter Group Senior Vice President Major General Robert Herbert as the project manager given his extensive expertise in federal policy and government and legislative process. Herbert served as senior advisor to Senator Harry Reid for 20 years. In that role, he built deep relationships with all federal agencies including, without limitation, the Department of Transportation including the Federal Aviation Administration, Department of Homeland Security, Department of Energy, Department of Health and Human Services, Department of Commerce, Department of Labor, Small Business Administration, Environmental Protection Agency, and Housing and Urban Development. He gained a comprehensive understanding of programs that may be available and beneficial to Carson City. It is notable that he has secured funding for numerous projects for municipalities within Nevada including projects to benefit Carson City such as the extension of the V&T railroad, completion of the Carson City bypass, the Carson City airport runway realignment/replacement and completion of the I-580 extension between Reno and Carson City. He also served as Senator Reid's Director of Appropriations and, as such, is intimately familiar with federal funding opportunities and programs. Plus, he worked on every Surface Transportation Reauthorization bill and FAA Reauthorization bill passed during that time. Based on his vast experience, Major General Herbert is well-positioned to help develop strategies and plans for utilizing federal programs, working with federal agencies and securing federal funding support. With the depth of background in legislative process and lobbying, he will also will help identify opportunities for meetings with Congressional and administrative agency personnel and will identify relevant prospects for appearances by District personnel before committees and agencies.

Further, prior to coming to Porter Group, Vice President Brian McAnallen worked as the chief of government relations for the City of Las Vegas, driving the agenda and strategy on all efforts for the city at the local, state and federal level. He was a key advisor to the Mayor on her initiatives and engagement with the US Conference of Mayors and is familiar with issues affecting cities at the federal level such as transportation and infrastructure (including programs like Complete Streets), Smart Cities initiatives, housing and homelessness and redevelopment agencies. Brian also worked closely on federal legislation designating I-11 as an interstate highway and Tule Springs as the state's first national monument when he was Vice President Government Affairs

at the Las Vegas Metro Chamber of Commerce. His public-sector experience also includes working in the offices of former U.S. Representatives (AZ) Bob Stump and John Shadegg.

6.3.2 KEY PERSONNEL.

Project Manager: Major General Robert T. Herbert
11 D Street SE
Washington, DC 20003
Email: RHerbert@portergs.com

Robert Herbert will be the project manager and primary point of contact. However, the entire Porter Group team is at your disposal. *See attached brochure.* Contact information for other key personnel related to this representation are as follows:

Congressman Jon C. Porter (NV-Ret.)
11 D Street SE
Washington, DC 20003
Email: JPorter@portergs.com

Dan Mauer
11 D Street SE
Washington, DC 20003
Email: DMauer@portergs.com

Brian McAnallen
3271 South Highland Drive, Suite 702
Las Vegas, NV 89006
Email: BMcanallen@portergs.com

The resumes of each of these individuals are attached hereto. Each has extensive lobbying experience. Porter Group complies with the Lobbying Disclosure Act on-line reporting requirements. Its identification number is 41645. An example of what is filed with respect to an individual client is attached hereto; first, when a client is retained, and, then, quarterly which contains an identification of the individuals who lobbied on that client's behalf. We will comply with these requirements in our representation of Carson City.

Roles and responsibilities of each member of the team will be determined and assigned following strategy and planning sessions with Carson City to develop an agenda and priorities. See Sections 6.4 and 6.5 below. The personnel hours dedicated to the project will vary based on a number of factors including the strategy and agenda developed at the outset of the representation, times that Congress is in session, the level of research and number of meetings required, and who within the Porter Group team is most appropriate to handle a particular matter at any given time. Porter Group has the collective resources and personnel to ensure coverage of the matters subject

to this representation and will commit to the hours necessary to serve the objectives of Carson City.

6.3.3 EXPERTISE.

6.3.3.1. Porter Group has helped clients at all levels of government with numerous types of legislative, regulatory and administrative agency issues including airports and aviation, transportation and infrastructure, military and defense, homeland security, land/right-of-way and development matters, tax, education and labor, telecommunications and technology, travel and tourism, gaming, and more. The firm has extensive contacts with members and staffs of the United States House of Representatives, Senate, federal agencies and the White House.

Major General Robert (Bob) Herbert will lead the consulting effort for Carson City on behalf of Porter Group given his extensive expertise in all major areas relevant to this representation. However, at Porter Group, unlike some other firms, the entire team serves its clients. While General Herbert will be your primary point of contact, the entire Porter Group team is at your service, providing you the ability to call upon any of our individual team members and take advantage of our collective experiences as your issues evolve and as needed to serve your goals.

Honorable Jon C. Porter – President/CEO

Jon is the founder and CEO of Porter Group. He possesses a unique set of skills built upon 30-plus years of experience in business, public policy and politics. He built and ran a multi-million-dollar financial services business in Nevada and was elected to a variety of government and private sector leadership positions in Nevada including mayor, state senator, and three-terms as a United States Congressman. He understands the pressures and challenges of running a business and, at the same time, possesses sharp political instincts based on his many years in office. Owning a business and serving as an elected official have provided him with a unique vision, giving him the ability to find solutions to most any problem or crisis involving business, government, legislation or politics.

Whether business or politics, Jon's trademark always has been bipartisan relationship and coalition building. He has built a sizable network of relationships and connections, which gives him an advantaged means of getting to sophisticated and trusted decision makers at the highest level of business, government and political leadership. As a former member of the U.S. House of Representatives, he served on the Committee on Ways and Means, the Transportation and Infrastructure Committee and its Subcommittees on Aviation and Rails, as well as the Committee on Education and the Workforce. He was also the Chairman of the Federal Workforce Committee. His personal and professional network with decision makers at the federal level is quite extensive. His former classmates now chair important committees, many are U.S. senators, and a few are high-ranking officials in the Trump administration.

Jon's base of clients and special areas of expertise include both domestic and international businesses in areas of technology, transportation, travel and tourism, airports and aviation, insurance, healthcare, energy, defense and gaming, among others. He represents government

agencies and professional organizations including local governments, regional transportation agencies, airports, convention authorities and chambers of commerce.

Major General Robert Herbert - Senior Vice President

Major General Robert Herbert has more than 41 years' experience in defense, aviation, transportation, homeland security and veterans' issues. General Herbert brings our clients deep expertise in the federal legislative process, having served as senior advisor to Democratic Leader Harry Reid for 20 years, including as Director of Appropriations overseeing all 12 federal spending bills, including Defense, Surface Transportation Reauthorization, FAA Reauthorization, Homeland Security and Veterans legislation.

An instructor and test pilot with more than 7,000 hours in helicopters and fixed wing aircraft, General Herbert is a leader in the aviation community. He maintains a broad network across aviation industry stakeholders, including federal agencies, airlines, airports, general aviation, unions, machinists and aerospace companies.

Major General Herbert has deep roots in Nevada. He has maintained a home in the state since 1982 when he joined the Nevada National Guard and, for several years, served as the Director of Aviation and Safety. In 1999 he also coordinated Senator Reid's outreach initiatives to cultivate relationships with Nevada's community leaders, managed constituent services, served as the Senator's surrogate and led the Senator's Southern Nevada office for several years.

General Herbert currently serves as the Special Assistant to the Chief, National Guard Bureau for National Security Policy.

The appearance of any references to the National Guard, U.S. Army, or the Department of Defense does not imply or constitute Department of Defense endorsement.

Dan Mauer – Vice President

Dan Mauer is the legislative director for all local, state, and federal legislation and is responsible for developing and implementing legislative strategy, building and maintaining pertinent relationships at all levels of government. Dan's special areas of expertise include local government funding issues, transportation, law enforcement and other public services, housing, grants, infrastructure (including highways, transportation, smart cities, etc.) and public lands.

Prior to joining Porter Group, Dan was the Legislative Analyst for a national law firm's Government Affairs and Public Policy practice group in Washington, D.C. Mauer's background also includes serving as a staff member for United States Senator Norm Coleman. During that time, Dan handled issues relating to taxation, the federal budget, labor and telecommunications. Notably, he worked on landmark legislation such as H.R. 3221, the Housing and Economic Recovery Act, H.R. 1424, the Emergency Economic Stabilization Act, and S. 7005, the Auto Industry Financing and Restructuring Act.

Brian McAnallen – Vice President, State and Local Government Affairs

Brian McAnallen brings more than twenty years of lobbying experience representing a diverse client base, where he worked directly with city, state, and federal lawmakers, government agencies, and public affairs professionals. Most recently he worked as the chief of government relations for the City of Las Vegas, driving the agenda and strategy on all efforts for the city at the local, state and federal level. At the federal level, Brian has been involved with the following types of issues: transportation and infrastructure (including programs like Complete Streets), Smart Cities initiatives, community development block grants, public lands, housing and homelessness, urban area security initiative (UASI) funding and other homeland security projects, and redevelopment agency matters. He also managed three federal policy resolutions that were adopted by the US Conference of Mayors.

Brian previously held the position of Vice President of Government Affairs for the Las Vegas Metro Chamber of Commerce, and prior to that, as the Director of Legislative Affairs for CenturyLink, then the nation's third largest telecommunications company behind AT&T and Verizon. In those positions he was the primary lobbyist at the Nevada State Capitol and worked closely in Washington, D.C. to develop and implement strategies to advance legislative agendas.

Brian has more than ten-years' experience as a chief government affairs representative for a variety of organizations in the State of Arizona, including Scottsdale Healthcare, the Arizona Chamber of Commerce and the American Cancer Society. His public-sector experience also includes working in the office of former U.S. Representatives Bob Stump and John Shadegg and for two Speakers of the Arizona House of Representatives. He has campaign experience in successfully managing state-wide ballot measures, as well as congressional, state and local races.

6.3.3.2. Porter Group has had numerous successes on behalf of its clients. A sampling of significant achievements that may be applicable to this representation, in accordance to the RFP format in section 6.3.3.2, is set forth below.

Services performed: Federal legislative, lobbying and consulting services for Reno-Tahoe Airport Authority (RTAA)

Strategies employed to accomplishment assignments: Throughout the process, Porter Group has worked closely and regularly with RTAA to build relationships and establish meetings with members of Congress and their staffs, Committee staff, and U.S. Customs and Border Protection as well as the relevant administrative agencies such as FAA.

Examples of specific results achieved: 1) In 2016, Porter Group was successful in getting H.R.875 passed, the Cross-Border Trade Enhancement Act. This Act gave the RTAA the ability to use private donations from local entities to hire and train additional Customs and Border Protection officers. This law will allow the airport to increase international flights and to decrease wait times for international travelers. 2) In 2017, our team was also successful in getting language inserted into the FAA reauthorization bill that would allow the RTAA to be eligible for grants via the Small Community Air Service Development Program. Due to a program that classified airports by size in 1997 when the Reno-Tahoe International Airport was a medium hub airport, the airport could not access this funding stream. With Porter Group's help,

the program will soon reclassify airports based on their size today, not 20 years ago, to the benefit of RTAA. 3) Porter Group also played a significant role in convincing Congress to raise the Passenger Facility Charge, the first such raise since 2000. If implemented, this will give the Reno-Tahoe International Airport another way to fund important upgrades to the airport's infrastructure.

Names of clients and dates for whom work was performed: Porter Group has provided consulting and lobbying services on behalf of the RTAA since 2011.

Names of team members performing the work: Jon Porter, Robert Herbert, Dan Mauer

Services performed: Major General Herbert played a major role in all significant funding projects during his twenty years working in the U.S. Senate as Senior Advisor on Transportation and Director of Appropriations for Senator Reid. In these positions, he was instrumental in securing substantial FAA grant funding and funding for specific projects to benefit municipalities within the state.

Strategies employed to accomplishment assignments: Strategies were based on twenty years of working expertise and knowledge of the federal government and its agencies and processes, including detailed experience within the appropriations process.

Examples of specific results achieved: In his position, Major General Herbert was instrumental in securing FAA grant funding for the airports below and also obtained funding for numerous projects including extension of the V&T railroad, completion of the Carson City bypass, the Carson City airport runway realignment/replacement and completion of the I-580 extension between Reno Carson City.

Names of clients and dates for whom work was performed: Las Vegas McCarran International Airport - new air traffic control tower and TRACON, Lidar System, 8L/26R and 8R/26L runway rehabilitation, extension of 19L/1R, and upgrades on several taxiways and ramps.

- Reno-Tahoe International Airport - new air traffic control tower, new ILS systems for both 16L and 16R, extension of 16L/34R and several upgrades to taxiways and ramps.
- Reno-Stead Airport - runway rehabilitation for 26/08. ILS for runway 32.
- Carson City Airport - runway relocation/rehabilitation 9/27, RNAV (GPS) runway 27 approach, and ramp rehabilitation.
- Boulder City Airport - several airport improvement grants.
- Springs Airport - airport expansion.
- Elko Airport - several airport improvement grants.
- Assistance with several additional smaller airports throughout Nevada with FAA grants for airport improvement.

Names of team members performing the work: Robert Herbert

Services performed: Porter Group was hired by the City of North Las Vegas to ensure the passage of federal legislation

Strategies employed to accomplishment assignments: To achieve this major legislative win, Porter Group worked tirelessly with both Nevada Senators and the entire Southern Nevada Congressional delegation, as well as the Chairman of the House Public Lands subcommittee and local leaders, until the legislation passed less than a year later than when retained for the project.

In the end, the Tule Springs bill was attached to the National Defense Authorization Act and was signed into law by President Obama in December of 2014.

Examples of specific results achieved: 1) Tule Springs National Monument designated/passed by the Congress and signed into law in 2014; 2) Helped obtain over \$3,700,000 in federal grants for the NLV Fire Department in 2016 alone

Names of clients and dates for whom work was performed: City of North Las Vegas (Porter Group has represented the City of North Las Vegas since 2014); Las Vegas Metro Chamber of Commerce on Tule Springs (Porter Group has represented the Las Vegas Metro Chamber since 2011)

Names of team members performing the work: Jon Porter, Dan Mauer, Brian McAnallen (while at Las Vegas Metro Chamber)

Please note: Our work is still ongoing in several areas like securing a retired Air Force jet to put on display at a local High School, getting a museum built at Tule Springs, maximizing the utility of the future Interstate-11 for NLV, assisting with the possible construction of a Veterans and First Responders memorial, and upgrade aging water infrastructure in parts of NLV. We also regularly get letters of support from the Nevada Congressional delegation for grants on behalf of NLV.

Services performed: Porter Group was instrumental in getting the Interstate-11 designation approved by Congress.

Strategies employed to accomplishment assignments: When partisan politics threatened to derail the designation of Interstate-11, Congressman Porter was called upon by the Las Vegas Metro Chamber of Commerce to convince House Transportation Committee Chairman John Mica to keep I-11 in the surface transportation bill. In the end, with Jon's assistance and intervention, the designation became law. Porter Group has continued to work on the matter post-designation and, most currently, on funding issues.

Examples of specific results achieved: Interstate-11 between Las Vegas and Phoenix received designation and was signed into law as part of the Moving Ahead for Progress in the 21st Century Act (MAP-21) in 2012 and, subsequently, was given Congressional approval for proposed extensions in Nevada and Arizona in Fixing America's Surface Transportation Act (FAST Act) in October 2015.

Names of clients and dates for whom work was performed: Las Vegas Metro Chamber of Commerce, City of North Las Vegas, RTC of Washoe County, City of Henderson (going forward)

Names of team members performing the work: Jon Porter, Dan Mauer

SECTION 6.4 WORKPLAN

6.4.1. Porter Group proposes a plan of work that includes, in the short term, developing strategies to meet the objectives of the representation including creation of a strategic action plan to prioritize and implement the City's federal agenda. The plan will identify strategies, among other things, to:

- Identify, early on, the matters of importance to the City, and the obstacles and political considerations associated with them, to provide the framework for a plan that may require solutions in any one or more of the following areas: legislative; regulatory, agency or administrative; appropriations or budgetary, etc.
- Develop advocacy strategies including the identification of relevant relationships needed with members of Congress and key federal Agency and Administration officials and where new relationships are required to be established
- Develop a general timeline for D.C. meetings with Carson City's Congressional delegation, key Committee chairs and other federal officials to communicate and advocate for policy and funding requests
- Identify opportunities for grants and other programs in FY 2018 and an associated advocacy and support plan
- Identify potential synergies and working relationships with other government agencies, organizations, coalitions or groups where deemed to be beneficial to a successful plan of action

As an important part of the early workplan, Porter Group (through the project manager) and Carson City would establish meetings or conference calls to confer with the Mayor, members of the Board of Supervisors, City Manager and such other Carson City personnel (such as department heads), as the City may designate, to conduct organizational planning sessions and develop a plan for program activities which have a bearing on the Carson City's ability to make the best use of federal programs.

In general, for either short-term or long-term matters, Porter Group will work with key government officials within the United States Senate and House of Representatives and their staffs, as well as federal departments, agencies and the Administration to advocate for and advance the matters that are identified as objectives. Throughout the representation, Porter Group will provide strategic guidance and will participate in the overall advocacy and lobbying effort by utilizing its extensive network of bipartisan contacts in the House and Senate. Further, Porter Group will provide overall political perspectives and will monitor and provide updates of relevant Administration and Agency activities, legislative matters, hearings and markups, as well as programs and grant opportunities. During this time, Porter Group also will create various types of opportunities for Carson City to strengthen its visibility with federal officials. As part of that effort, Porter Group will plan and coordinate trips to Washington, D.C. for Carson City leadership including meetings with members of Congress and staff, federal agencies and Administration officials, in addition to other networking functions that will help further the objectives of Carson City and provide exposure for its leadership.

SECTION 6.5 PROJECT APPROACH/RESOURCES

6.5.1 Approach. Porter Group utilizes a multi-dimensional approach to representation involving all necessary components to carry out a successful client plan, including the delivery of strategy, political, policy and technical consulting and expertise, combined with high-impact

messaging and proactive advocacy, utilizing the advantages of long-standing relationships. Porter Group's greatest strengths are its ability to work collaboratively, closely and in frequent communication with clients to strategically assess, evaluate and develop complex public policy priorities and approaches; influence legislative and government action through advocacy; and help clients build relationships and partnerships with third parties to help further their goals. In furtherance of these foundational tenets, members of our firm possess strong policy backgrounds and deep institutional and current working knowledge of relevant issues as discussed in more detail in this response to the RFP. Porter Group's approach also includes the maximized use of our exceptional team of skilled advocates who have access to a large bi-partisan network of federal relationships developed over the years with key members of the United States Senate and House of Representatives and their staffs, as well as relevant federal agencies and the Trump Administration, to help serve the objectives of Carson City.

We live in a different political and economic environment than existed a few short years ago. Due to the elimination of congressional-directed spending (earmarks) in the 113th Congress, the identification of opportunities to increase revenue and funding and identify financing alternatives through revised or new policies is important to government entities, as well as retaining policies that are beneficial. While there is talk on Capitol Hill about bringing back earmarks for certain public projects, this funding source may not be available in the coming years. To adjust to this, our approach is to work directly with policy makers who write the authorization and appropriations bills in the *beginning* stages of the bill draft process to ensure that your voice is heard throughout the legislative process, rather than having to play "catch-up" at the end when it is far more difficult to position and incorporate policy. The solid and long-standing experience and relationships of the Porter Group, including the uniquely qualified expertise of Major General Herbert, gained as Senator Reid's senior advisor and his director in the appropriations process, will be essential to identifying the proper approaches to shaping future funding opportunities for Carson City and obtaining results in this environment.

We do things somewhat differently at Porter Group to ensure success for those we represent. Traditional lobbying generally involves a person working through one's own Congressman or Senator to get something done legislatively. We are very familiar with this strategy and do it better than anyone. However, we also go beyond that basic approach by expanding your relationships to include decision-makers in the administration and on relevant committees in the House and Senate as well as the other federally elected officials throughout the country.

In addition, Carson City, like many other entities in Nevada, must adjust to a world without Senator Reid's outsized influence in the political process. Senator Reid was, for years, the go-to for Nevadans when it came to their federal policy wish list. With his retirement comes a necessity for organizations to not only work with the new members of Nevada's Congressional delegation but also to expand their network of relationships outside of Nevada. We are uniquely positioned to help create partnerships with leaders in many important government, business and policy areas, such as those within other state and regional agencies and associations within Nevada (including Washoe County, Reno-Tahoe Airport Authority, RSCVA, RTC Washoe

County and RTC Southern Nevada, NDOT, Nevada League of Cities, Nevada Association of Counties and the Reno Sparks Chamber of Commerce, each of which Porter Group has a strong relationship), and other groups such as the National League of Cities, the National Association of Counties, the US Conference of Mayors, the National Conference of State Legislators and the American Legislative Exchange Council, each of which Porter Group has worked with extensively.

Although our team has always been bipartisan in its approach, an additional need from a federal perspective is the ability to work with the Trump Administration as it prioritizes funding for our nation's federal programs. There still exists the possibility of a major infrastructure bill that the President says will be aimed at fixing our roads, bridges, and other local, public assets. While there are challenges to be addressed before spending of this magnitude becomes law, this presents an opening to make the case for investing in infrastructure to improve our local communities and, particularly, in areas of potential economic growth such as Carson City, where a high return on investment can be realized. Of significance is the fact that the White House and both chambers of Congress are controlled by Republicans. Having former Congressman Jon Porter as a representative for the Carson City in Washington, D.C. will have its advantages because he has many colleagues and classmates who are now chairpersons of committees and have been confirmed for cabinet positions by President Trump.

As a supplement to the workplan proposed in the above section, the following summarizes the types of approaches and methods we have successfully deployed and would propose here, subject to further discussion and refinement of the deliverables after discussions with Carson City officials and development of plans, strategies and goals:

- Review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other federal developments for advising the Carson City on items which may affect it
- Advise and consult with the White House and the following federal agencies or departments: Commerce, Transportation and FAA, SBA, Treasury, HUD, DOD, Labor, HHS, OMB, DOT, EPA, Interior, Justice, DOE, BLM, and such other agencies, departments and commissions as may be necessary for the performance of services and furnish legislative and administrative analyses of issues involving these agencies and departments
- Act as liaison with the U.S. Conference of Mayors and the National and Nevada Leagues of Cities, other state and regional agencies and associations within Nevada (including Washoe County, Reno Tahoe Airport Authority, RSCVA, RTC Washoe County, Nevada League of Cities, Nevada Association of Counties and the Reno Sparks Chamber of Commerce), and other groups such as the National League of Cities, the National Association of Counties, the US Conference of Mayors, the National Conference of State Legislators and the American Legislative Exchange Council
- Secure and furnish such detailed information as may be available on federal programs in which Carson City indicates an interest

- When requested to do so, review and comment on proposals which are being prepared for submission to federal agencies
- Maintain liaisons with the City's Congressional delegation and assist the delegation in any matter which the City determines to be in its best interest
- Accompany you to all meetings with Congress, the Administration and agencies, and help prepare briefing documents and talking points
- Provide counsel regarding appearances by Carson City personnel before Congressional committees and administrative agencies and arrange for appointments and accommodations for City personnel as necessary
- Contact federal agencies on the City's behalf when applications are under consideration by such agencies and counsel Carson City as to the actions that appear to be required to obtain the most favorable consideration of such applications
- For each week that Congress is in session, provide an email on Monday morning outlining what will be happening on Capitol Hill including hearings, markups, votes on various bills, and other useful intelligence
- Monitor legislation affecting Carson City, including, but not limited to, lands bills, federal appropriations legislation and infrastructure investment
- Regularly send email updates on hearings, markups, and any other Hill activities that could affect the City
- Provide a monthly activity report to Carson City which details the activities undertaken on the City's behalf on or before the 10th of each month for the prior month
- To raise visibility and strengthen relationships, provide a presence for you in Washington, D.C. by planning and coordinating trips to D.C. for City leadership, including, but not limited to, meetings with members of Congress and staffs, and federal agencies and departments, as well as appropriate social functions (State Societies, dinners, etc.)
- Provide you access to our Capitol Hill office during your DC trips. Our townhouse is ideally located directly behind the Longworth House Office Building, which allows for a short walk to any meeting at the House or Senate
- Make our Capitol Hill Townhouse available for you to host events to increase your visibility in Washington, D.C.
- Comply with all Lobbying Disclosure Act laws and regulations, including registration and quarterly reporting

Porter Group prides itself on regular and prompt communications with its clients. While Robert Herbert will serve as project manager, and a key team has been identified for this representation, you will have access to any member of the Porter Group at all times to ensure you have the highest level of expertise on any given matter and timely performance. As mentioned above, Porter Group will provide regular reports and updates on federal activities. We will also schedule regular calls, at intervals desired by Carson City, to ensure frequent updates and make our representation more interactive and effective. We will certainly adapt any of our proposed communication activities to meet the needs and scheduling priorities of Carson City.

6.5.2 Resources. Strategic relationships with Other Organizations. Many of Nevada's major community and government entities count on us as a knowledgeable partner and consultant. We also have extensive relationships with national associations and groups. In the above section, Porter Group identified the agencies and associations where it possesses extensive connections and working relationships, as examples of the types of strategic relationships with other organizations that would be beneficial to Carson City.

Description of Federal Relationships. In providing service to clients, Porter Group works with major decision makers in Washington D.C. every day, on a bipartisan basis. Republicans are currently in charge of both the House and Senate and these are few examples of individuals in leadership with whom we have strong working relationships: Congressman Bill Shuster, Chairman of the House Transportation and Infrastructure Committee; Congressman Mario Diaz-Balart, Chairman of the House Transportation Appropriations Committee; and Senators Roy Blunt, Shelley Moore Capito and John Boozman, members of the Senate Transportation Appropriations Committee. In addition, Congressman Porter, during his time in Congress, served with twenty-one of the current, sitting U.S. Senators, both Democrat and Republican, and maintains solid relationships with them. Similarly, on the House-side, Porter Group has hosted more than 200 fundraisers for sitting U.S. House members, both Democrat and Republican, which gives us unparalleled access to elected officials, as well as candidates and prospective future leadership, and their staffs and provides convenient opportunities for Porter Group and its clients to build strong personal ties. Porter Group also has relationships with high-ranking officials at all the agencies identified previously in this response. Further, Porter Group communicates with members of the Nevada delegation and their staffs daily on a multitude of issues including, on a substantial basis, local government issues.

RFP SECTION 7.0 ADDITIONAL INFORMATION

Three Professional References

1. Javier Trujillo, Director of Public Affairs, City Manager's Office, City of Henderson
240 S Water St.
Henderson, NV 89015
(702) 267-2060 Javier.Trujillo@cityofhenderson.com
2. Jayne Leighton, Strategic Initiatives, Harris Corporation
1611 Francisca Rd., NW
Los Ranchos, NM 87107
(505) 414-8700 sleigh01@harris.com
3. Heidi Gansert, Executive Director, External Relations, University of Nevada, Reno
1664 N. Virginia Street
Reno, NV 89557
(775) 784-6429 hgansert@unr.edu

Disclosure. Neither the firm nor any of its members, officers or employees is presently a party to any pending litigation; nor has any of them received notice of any threatened litigation or claim.

Current Client List. City of North Las Vegas, Nevada; Findlay Automotive; Harris Corporation; Las Vegas Metro Chamber of Commerce; Missouri Employment Support & Advocacy; National Association of Bankruptcy Trust; NeoPollard Interactive; Nevada Broadcasters Association; Nevada System of Higher Education; Opportunity Village; Rainbow Omega; Reno-Sparks Convention & Visitors Authority; Reno Tahoe Airport Authority; Rocky Research; Secured Communications; Storey County, Nevada; State Use Programs Association; Switch; University of Nevada, Reno; Washoe County, Nevada; Regional Transportation Commission of Washoe County, Nevada

Porter Group is aware of no areas of conflict with existing or former clients. There may be instances where interests are aligned such as in the following areas: regional and statewide highway funding, transportation projects (surface and air), air and water quality standards, housing, public lands and conservation, education, emergency management, homeland security, economic development, travel and tourism, forest service and natural disaster, issues relating to Lake Tahoe, working with state and national associations that support counties and cities, among others

RFP SECTIONS 11 AND 12 CONFLICTS OF INTEREST AND ACCEPTANCE

Porter Group accepts all other provisions of the RFP and warrants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of services being required under this solicitation.

ATTACHMENTS

- RESUMES
- LOBBYING DISCLOSURE INFORMATION (AN EXAMPLE)
- BROCHURE

ROBERT T. HERBERT
Major General, Nevada Army National Guard

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 Las Vegas, Nevada 89141
 (702) 269-8196

616 E Street NW, Apt. 255
 Washington, DC 20004
 (202) 437-3162 (cell)

E-mail: RHerbert@portergs.com

QUALIFICATIONS SUMMARY

Senior leader and recognized policy expert in the fields of aviation, transportation, national security, and legislative affairs. General Officer in the National Guard, with forty years of prior military service and over 7,000 flight hours. Fifteen years as senior advisor to the United States Senate Democratic Leader. Unparalleled expertise in all facets of aviation, including qualifications as a Federal Aviation Administration-certified Airline Transport Pilot, Airframe and Powerplant Mechanic, and Airfield Facility Manager. Top Secret, SCI, and Q security clearances. Fluent in German.

EDUCATION

M.S., National War College, Washington, D.C., 2011

M.P.A., George Washington University, Washington, D.C., 2004

B.A., Embry-Riddle Aeronautical University, Daytona Beach, Florida, 1990

EXPERIENCE

U.S. SENATOR HARRY REID, MAJORITY LEADER, WASHINGTON, D.C.

Director of Appropriations and Senior Policy Advisor, 2004 – Mar. 2017

- Advise Senator Reid on transportation, defense, homeland security, and veterans affairs issues and policy.
- Coordinate appropriations for national and Nevada-specific requests for 12 annual federal spending bills, as well as emergency supplemental spending bills.

Regional Director for Southern Nevada, 2003 – 2004

- Directed the southern Nevada office for Senator Reid. Recruited, hired, trained, managed, and evaluated in-state staff.
- Spearheaded outreach initiatives to cultivate relationships with community leaders.
- Established links to the community and identified opportunities for Senator Reid to participate in local events.
- Represented Senator Reid at public events during Senate session and periods of unavailability.
- Oversaw the Senator's response to constituent inquiries and requests for assistance.

Legislative Assistant, 2001 – 2003

- Advised Senator Reid on legislative and political priorities and their effect on state, county, and local governments, constituencies, and the Senator's legislative agenda.
- Drafted, reviewed, and edited transportation, defense, veterans affairs, high tech, and telecommunications legislation.
- Planned and directed special events related to legislative areas.
- Negotiated and secured appropriations funding for programs and projects of importance to the Senator and the State of Nevada.

NEVADA NATIONAL GUARD, WASHINGTON, DC**Special Assistant to the Chief, National Guard Bureau for National Security Policy, May 2015 – Present.**

- Current Rank: Major General.
- Serve as the primary adviser to the Chief, National Guard Bureau on all matters pertaining to the integration of the National Guard into the total force and its deployment consistent with the National Military Strategy.
- Provide guidance and direction in the development of the National Guard Bureau's plans for maintaining strategic readiness across the 54 states, territories, and the District of Columbia.
- Assist the Chief, National Guard Bureau on all aspects of the legislative process, advising the Chief with respect to his appearances before Congressional Committees and his engagements with members the Senate and the House of Representatives.
- Leverage experience on Capitol Hill to ensure the National Guard receives the authorities and resources it needs from Congress to man, train, and equip the nation's citizen-soldiers, enabling them to counter threats to the homeland and respond to crises abroad.

Land Component Commander, Nevada National Guard, Sep 2013 – May 2015

- Served as the Senior Policy Advisor to the Adjutant General on Army and Air National Guard matters.
- Assume the duties of Adjutant General in his absence.
- Responsible for balancing the requirements of readiness, modernization, force structure, and sustainment of 4,200 Airmen and Soldiers to further the effectiveness of the National Guard for mobilization and domestic missions.
- Supervised the senior full-time staff of the Joint Force Headquarters, Nevada Air National Guard, and Nevada Army National Guard.
- Responded to Congressional inquiries with the Nevada National Guard and performed liaison duties between all Congressional offices and the Nevada National Guard.
- Served as primary defense policy advisor on Congressional legislative strategy requests to the Adjutant General.

Deputy Commander of the Nevada Army National Guard, Aug. 2006 – Oct. 2013

- Acted as the principal command issue advisor for over 3,200 Soldiers and assistant to the Commander Army Guard and Directorate/Special Staff.
- Led the Command Inspection Program to prepare units for combat deployments in Iraq and Afghanistan, ensuring the Nevada National Guard maintained one of the highest readiness ratings in the country.
- Represented the Commander, Army Guard, and Office of the Adjutant General when necessary.
- Acted as the primary link of communications between subordinate unit commanders and Commander, Army Guard.
- Served as President of the Academic Leadership Board and successfully recruited officers during a staff shortage.
- Responded to Congressional inquiries with the Nevada National Guard, and performed liaison duties with all Congressional offices and the Nevada National Guard.
- Served as primary defense policy advisor on Congressional legislative strategy and appropriation requests to the Commander, Army Guard, and Adjutant General.

THE BROOKINGS INSTITUTION, WASHINGTON, D.C.**Legislative Fellows Program, 2000**

- Selected by the Nevada Military Department for The Center for Public Policy Education's Legislative Fellows Program with the United States Congress.
- Served as Defense Fellow in the office of U.S. Senator Harry Reid.

NEVADA ARMY NATIONAL GUARD, ARMY AVIATION SUPPORT FACILITY, RENO, NEVADA**Director of Aviation, Nevada Army National Guard, 1995 – 2001**

- Directed an aviation program for the State of Nevada with a staff of 250. Planned and administered an annual budget and assets of approximately \$1 billion.
- Managed the implementation of aircraft and employee safety policies and procedures.
- Coordinated aviation assets and collaborated with federal, state, and local agencies in response to normal and emergency requests.
- Recommended aviation resource allocation to senior management in response to state and local emergencies.
- Integrated Department of Defense mandates to ensure aircraft remain state-of-the-art; implemented and updated organizational structures for staffing and equipment.

Flight Operations Officer, 1993 – 1995

- Received General Douglas MacArthur Leadership Award for outstanding leadership contributions (the Army recognizes approximately 20 officers for this honor each year).
- Directed and coordinated all flight operations, training activities, and missions in compliance with safety regulations.
- Supervised the Flight Operations Section and instructor pilots; performed as Facility Commander during his absence.
- Planned, established, and updated the Standard Operating Procedures for the Aviation Support Facility, prioritizing, and addressing safety issues.
- Managed allocation of flying hours and associated budgets to meet stringent Department of Defense criteria.

Aircraft Flight Instructor, 1991 – 1993

- Taught rated pilots and instructor pilots to fly heavy multi-engine helicopters in combat.

Supervisor, Maintenance Test Pilot, 1986 – 1991**Aircraft Test Pilot, 1983 – 1986****Aircraft Technical Inspector, 1982 – 1983****U.S. ARMY, 1975-1982**

- Competitively selected for and completed U.S. Army High School-to-Flight School.
- Flew helicopter surveillance operations along East-West German border.
- Completed test pilot school at Fort Eustis, Virginia.
- Maintenance test pilot at Fort Ord, California.

MANAGEMENT TRAINING

Georgetown University Senior Leadership Certificate: Dec 2005

Office of Personnel Management (OPM) Executive Development Seminar: Mar 1998

OPM Management Development Seminar: Jan 1998

OPM Executive Communications Course: Mar 1997

OPM Negotiating Labor Agreements Course: Oct 1994

Command & General Staff College: Oct 1995 - Jul 1997

State Aviation Officer Professional Development Course: May 1996

Combined Arms & Services Staff School: Apr 1991 - Jul 1994

Robert T. Herbert, MG, Page 4

Pre-Command Course: Mar 1992
 Aviation Officer Advanced Course: Oct 1990 - Apr 1991
 Aviation Unit Commanders Course: Nov 1988 - Jan 1990
 Army Pre-Commission Course: Jan 1984 - Aug 1984
 Essential Medical Training for Army Medical Department Aviators Course: Mar 1983
 Aviation Warrant Officer Senior Course: Aug 1982 - Jan 1984
 Aviation Warrant Officer Advanced Course: Jul 1984 - Oct 1985

AVIATION CERTIFICATION AND TRAINING**PILOT QUALIFICATIONS**

Rated to fly following aircraft: UH-1 Huey, OH-58 Jet Ranger, CH-54 Skycrane, CH-47D Chinook, T42 Beech Baron, U-3B Cessna 310, U-21A Beech Queen Air, and the C-12F Beech King Air.

Aviation special training: Initial Rotary Wing, Fixed Wing Multi-engine, High Performance Rescue Hoist, United Airlines Airborne Weather Radar, Rotary Wing Instrument Flight Examiner, and KLN-90B Global Positioning System.

Safety Development: University of Southern California Aviation Safety and Security Certificate (Aviation Mishap Prevention Orientation, Aviation Accident Prevention Management, Helicopter Accident Investigation, and Safety Management for Aviation Maintenance); Army Senior Leadership Force Protection.

Maintenance: Aircraft Maintenance Officer and Repair, Contracting Officer Representative, and Aviation Supply.

CIVILIAN TRAINING

Federal Aviation Administration (FAA) Airline Transport Pilot Certificate: Oct 1998
 FAA Aircraft Airframe and Power Plant Mechanics Certificate: Oct 1998
 Flight Safety International C-12 Aviator Qual. Course: Jun 1994
 Counterdrug Managers Course: Jul 1993
 Hazardous/Toxic Waste Management Course: Aug 1989
 Airline Transport Pilot Multi-engine Land: Sep 1988
 Bell 205A-1 Maintenance Course: Jan 1988
 Beech U-21 Maintenance Course: Mar 1986
 Pratt & Whitney PT27/28 Engine School: Sep 1985
 Flight Safety International U-21 Ground School: Jul 1985
 Avco/Lycoming T5313 Engine Course: Jun 1985

AWARDS

Legion of Merit
 Master Army Aviator Badge
 Meritorious Service Medal
 Army Commendation Medal - 3rd Award
 Air Force Achievement Medal
 Army Reserve Component Achievement Medal - 9th Award
 National Defense Service Medal - 2nd Award
 Humanitarian Service Medal
 Armed Forces Reserve Medal - 3rd Award
 Army Service Ribbon
 Army Overseas Service Ribbon
 Army Reserve Component Overseas Training Ribbon - 3rd Award
 Global War on Terrorism Service Medal

Nevada Medal of Merit
Nevada State Commendation Medal
Nevada War on Terrorism Service Medal
Nevada State Humanitarian Service Ribbon - 2nd Award
Nevada Meritorious Service Ribbon
Nevada National Guard Service Ribbon – 6th Award
Nevada National Guard Safety Ribbon
General Douglas MacArthur Leadership Award - 1993
Canadian Forces Wing Commander's Commendation
Army Physical Fitness Excellence Award - 5th Award

AFFILIATION

Center for Innovation in Public Service, George Washington University, Panel Member
Howard R. Hughes College of Engineering, University of Nevada, Advisory Board Member
National Guard Association
Nevada National Guard Association
Army Aviation Association of America

JON C. PORTER
United States Congressman (NV/Ret.)

11 D Street SE
 Washington DC, 20003
 JPorter@PorterGS.com

Jon possesses a unique set of skills built upon 30-plus years of experience in business, public policy and politics. He built and ran a multi-million dollar insurance business and was elected to a variety of government and private sector leadership positions including three terms as a United States Congressman. He understands the pressures and challenges of running a business and, at the same time, possesses sharp political instincts based on his many years in office. This differentiated set of experiences gives him the multi-dimensional ability to see a path to solutions with great clarity.

Whether business or politics, Jon's trademark always has been bipartisan relationship and coalition building. He has built a sizable network of relationships and connections, which gives him an advantaged means of getting to the right people. These are sophisticated and trusted decision makers at the highest level of business, government and political leadership. Owning a business and serving as an elected official have provided him with a unique vision, giving him the ability to find solutions to most any problem or crisis involving business, government, legislation or politics. It also gives him the tools to connect people to new market and customer opportunities and provide deep insight for clients who are pursuing new ventures or expanding into new business models.

PRESIDENT/CEO

PORTER GROUP, LLC

2014-Present

Jon leads the Porter Group, a bipartisan consulting, lobbying and business development firm that has extensive government relations and strategic consulting experience in federal, state and local government legislative, agency and regulatory matters, and in areas of public affairs and communications. Jon's base of clients includes both domestic and international businesses in areas of transportation, public lands, technology, travel and tourism, aviation, insurance, healthcare, energy, defense and gaming, among others. He also serves government agencies and professional organizations such as local governments, regional transportation agencies, airports, convention authorities and chambers of commerce where he has worked on myriad projects and has achieved major successes in helping clients realize their objectives and solve complex problems.

PRESIDENT/CEO

PORTER GORDON SILVER

2012-2014

Congressman Jon Porter (Ret.) was a founding member and president of Porter Gordon Silver (PGS), a bipartisan government relations, lobbying, public affairs and business consulting firm. Because of the dissolution of the affiliated law firm (Gordon Silver), PGS was disbanded and all of Jon's clients remained intact and were transitioned into Porter Group as it exists today.

PRESIDENT/CEO

PORTER GROUP, LLC

2011-2012

Jon is the founding member of Porter Group, a bipartisan strategic consulting, lobbying and business development firm. Shortly after forming Porter Group, Jon was asked to head Porter Gordon Silver. Porter Group remained intact during that time and is the same company that Jon leads today.

**DIRECTOR OF PUBLIC POLICY
AKERMAN SENTERFITT**

2009-2011

Following Jon's tenure as a U.S. Congressman, he joined the government affairs and law firm of Akerman Senterfitt to provide services to clients in all areas of government affairs and business development.

**U.S. CONGRESSMAN
US HOUSE OF REPRESENTATIVES**

2002-2008

As a United States Congressman, Jon served on the powerful Ways and Means Committee (the chief tax writing committee in Congress), the Transportation and Infrastructure Committee and its Subcommittees on Aviation and Rails, as well as the Committee on Education and the Workforce. He was also the Chairman of the Federal Workforce Committee. While in Congress, Congressman Porter also served as Co-Chairman of the US Congressional Travel and Tourism Caucus. In this role, he worked with Congressman Sam Farr (D-CA) in a continuously bipartisan manner and attracted close to 100 new Members of Congress to join the coalition.

Congressman Porter also accomplished many successful projects for Nevada while in Congress. These include improvements in and funding for transportation, construction, and other projects. In his first two years in Congress alone, he gained approvals and funding for: the Las Vegas Monorail Extension project, Tropicana and Flamingo Wash Construction, Blue Diamond Highway Widening, McCarran Air Traffic Control Tower, Las Vegas Wash Restoration project, laying of the Hoover Dam Bypass, I-215 Beltway Interchange Construction, Clark County School District Equipment expansion project, Lake Mead Boat Ramps project, Southwest Henderson Wastewater Plant construction, Boys and Girls Town of Nevada funding project, Boulder City Hotel Restoration funding project, and Henderson Downtown construction improvements. The funding for these projects total close to \$69,000,000, just a small example of what Congressman Porter was able to accomplish for Southern Nevada during the first part of his time in office.

**PRESIDENT/OWNER
PORTER INSURANCE**

1982-2002

Porter Insurance was a privately held insurance management company which recruited, trained and managed over 50 full-time agents for the Farmers Insurance Group of Companies, a Zurich Insurance affiliate, with annual premiums exceeding \$50,000,000. Designated as a District Manager and appointed as a Presidents Council Member, he was one of the top District Managers in the entire U.S.

**STATE SENATOR
STATE OF NEVADA**

1992-2001

**MAYOR
CITY OF BOULDER CITY, NEVADA**

1987-1991

**CITY COUNCILMAN
CITY OF BOULDER CITY, NEVADA**

1981-1987

RECENT CURRENT AND FORMER BOARD OF DIRECTOR AFFILIATIONS

BOARD OF DIRECTORS

THE MUSIC MAKERS FOUNDATION

Music Maker Relief Foundation keeps our culture vital by directly supporting senior (over 55) American roots musicians in need. We provide for basic life essentials while expanding their professional careers so that our rich musical heritage can be shared with the world and preserved for future generations. Since the organization's founding in 1994, Music Maker has assisted hundreds of musicians who represent the traditions of Blues, Gospel, Old-Time String Band, Jazz and more. Music Maker's programs ensure the talents of these cultural treasures are accessible through hundreds of US and international live performances, multi-media documentation and outreach initiatives. Music Maker Relief Foundation, Inc. is a tax exempt, public charity under IRS code 501(c)3.

BOARD OF GOVERNORS

THE VALLEY HEALTH SYSTEM

With 5 hospitals, "The Valley Health System" (VHS) is the largest healthcare provider in the Las Vegas Valley area. VHS is a part of Universal Health Services Inc., a PA based company that is one of the largest healthcare management companies in the nation, and is focused on clearly defined goals that are developed to bring about exemplary patient care. www.valleyhealthsystemlv.com

BOARD OF DIRECTORS

FARMERS NEW WORLD LIFE INSURANCE

The company is the primary life insurance subsidiary of Farmers Group, a top provider of personal property/casualty insurance in the US. Farmers New World Life Insurance offers a range of individual life insurance products, including universal, term, and whole life policies, as well fixed and variable annuities. The products of Farmers New World Life Insurance (which operates under the Farmers Life brand) are marketed through the Farmers Group's agency force. The company was founded in 1910.

Daniel D. Mauer

3512 Porter St. NW, Washington, DC 20016
(202) 306-7085 - mauerdd@gmail.com

EDUCATION:

University of Wisconsin – Eau Claire; Eau Claire, WI
Liberal Arts - Bachelor of Science – December 2006
Major in Economics and Political Science.

EMPLOYMENT HISTORY:

March 2011 – Current; Porter Group

Vice President

- Serve as the primary contact for many of Porter Group's clients.
- Play a leading role in daily operations of the federal government affairs practice.
- Create/implement political and legislative strategies that fulfill client goals.
- Develop and maintain pertinent relationships.
- Regularly meet with Members of Congress, Congressional staff and the Administration.
- Respond to client concerns and communicate regularly.
- Help organize client trips to DC, arrange meetings with Congress.

February 2009 – March 2011; Akerman Senterfitt LLP

Legislative Analyst

- Analyze, research, and prepare memorandum on legislation and regulatory action affecting firm clients.
- Act as an intermediary between the client and Congress or the Administration.
- Strategize on how best to achieve the client's legislative or regulatory priorities.
- Assist clients in navigating and understanding the federal government.
- Interpret federal government action for clients and firm employees.

March 2008 – February 2009; U.S. Senator Norm Coleman

Legislative Aide; Economy/Budget/Labor/Communications Portfolio

- Assist in developing economic policy.
- Respond to constituent concerns within my issue areas.
- Worked on notable legislation such as H.R. 3221, the Housing and Economic Recovery Act of 2008, H.R. 1424, the Emergency Economic Stabilization Act of 2008, and S. 7005, the Auto Industry Financing and Restructuring Act of 2008.

February 2007 – March 2008; U.S. Senator Norm Coleman

Personal Aide to the Senator

- Assist in maintaining and managing the daily schedule of the Senator.
- Work with the Senator to achieve daily/weekly goals.
- Compile weekly legislative information for distribution to staff.

CURRENT VOLUNTEERING ACTIVITIES

Member of the Board – Minnesota State Society, Washington, DC
Canine Foster Home – Capitol Canines, Washington, DC

Brian McAnallen
2822 Glen Port Street
Las Vegas, NV 89135

Employment Experience

More than twenty years of lobbying experience representing a diverse client base including; local government, the business community in two different states, communications companies, hospital systems, healthcare non-profits and trade associations, working directly with city, state, and federal lawmakers, government agencies, and public affairs professionals.

Porter Group, Vice President of Government Relations (9/17-present)

Represents Porter Group clients at the local, state and federal levels of government. Uses extensive experience to collaborate with the client to develop specific targeted strategies for successful outcomes.

City of Las Vegas, Government Affairs Manager (9/14-9/17)

Most recently served in the City of Las Vegas's City Manager's Office, as the chief of government relations representing the City during the 2015 and 2017 Legislative Session, managing positions on more than 400 pieces of legislation. Leading the successful legislative efforts and collaborating with the Nevada League of Cities and the Nevada Association of Counties to enact modified home rule authority for local governments. Developed a strong policy background on all issues impacting local governments, with an emphasis on transportation issues. Responsible for carrying out the City's agenda and strategy on all efforts for the city at the local, state and federal level. Key advisor to Mayor Goodman on her overall City initiatives and engagement with the US Conference of Mayors.

Projects

- Urban Area Security Initiative (UASI), discretionary funding \$2 million
- Managed three federal policy resolutions that were adopted by the US Conference of Mayors
- Passage of ten priority bills for the City at the State Level, including home rule reform

Las Vegas Metro Chamber of Commerce, VP of Government Affairs (7/11-9/14)

Served as the position of Vice President of Government Affairs for the Las Vegas Metro Chamber of Commerce the State's largest business organization representing thousands of business employers and almost a quarter-million of their employees in Southern Nevada. Served as the lead lobbyist for the chamber during the 2013 Nevada Legislative Session worked on over 500 legislative measures. Represented the chamber at the federal, regional and local level, during which time the chamber successful negotiated a resolution to a regional water rate significantly impacting businesses.

Projects

- Designation of I-11
- Creation of Tule Springs National Monument and local government land transfer

Brian McAnallen
2822 Glen Port Street
Las Vegas, NV 89135

CenturyLink, Director of Government Relations (10/07-7/11)

As the Director of Legislative Affairs for CenturyLink, a fortune 500 communications company, represented the company during the 2009 and 2011 Nevada Legislative Session. Primary lobbyist at the Nevada State Capitol and worked closely in Washington DC with the Nevada Congressional Delegation to develop and implement strategies to advance the company's legislative agendas. Served as the chair of the internal legislative affairs committee comprised of all the CenturyLink lobbyists throughout the nation.

Projects

- Managing the adoption of model language on broadband at the National Conference of State Legislators and American Legislative Exchange Conference
- Broadband enablement and adoption of state and federal policy
- Parity among providers

Prior experience includes working for a large non-profit healthcare system, two Members of Congress from Arizona, the Speaker of the Arizona House of Representatives, and lobbying on behalf of the Association of Community Health Centers, and the Arizona Chamber of Commerce.

Projects

- Secured direct appropriations and grant funding from the Department of Health and Human Service totaling \$ 8 million dollars
- Secured \$3 million in Graduate Medical Education
- Clinical Trails insurance coverage provisions in federal legislation and 15 states

Lobbying Disclosure Act Online Reporting

LD-1 Lobbying Registration

2017 Registration

Registrant: Porter Group, LLC

Client: SWITCH (41645)



United States Congress Lobby Disclosure Electronic Filing

Filing Status: Submitted

This message only acknowledges the receipt of your document. In no way is it intended to serve as an evaluation of that filing or as a guarantee that you are compliant with your filing requirements.

Your lobbying registration has been received and the reference number is listed below:

Reference Number: 300900238

Received: 8/31/2017 11:14:53 AM

Registrant Name: Porter Group, LLC

Client Name: SWITCH

Report Year: 2017

Report Period: Registration

Your submitted form will be processed, and you will receive a status message about your filing on behalf of both the House and Senate from the Congressional system.

Print Your
Completed Report

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Clerk of the House of Representatives Legislative Resource Center 135 Cannon Building Washington, DC 20515 http://lobbyingdisclosure.house.gov	Secretary of the Senate Office of Public Records 232 Hart Building Washington, DC 20510 http://www.senate.gov/lobby
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LOBBYING REGISTRATION

Lobbying Disclosure Act of 1995 (Section 4)

Check One: ☐ New Registrant ☒ New Client for Existing Registrant ☐ Amendment

1. Effective Date of Registration 8/8/2017
 2. House Identification 41645 Senate Identification 400745228

REGISTRANT ☒ Organization/Lobbying Firm ☐ Self Employed Individual

3. Registrant Organization Porter Group, LLC
 Address 11 D Street, SE Address2 _____
 City Washington State DC Zip 20003 Country USA

4. Principal place of business (if different than line 3)
 City Las Vegas State NV Zip 89118 Country USA

5. Contact name and telephone number ☐ International Number
 Contact Ms. Ilse Walton Telephone 7023245563 E-mail iw Walton@portergrs.com

6. General description of registrant's business or activities
Consulting firm

CLIENT A Lobbying Firm is required to file a separate registration for each client. Organizations employing in-house lobbyists should check the box labeled

"Self" and proceed to line 10. ☐ Self

7. Client name SWITCH
 Address 7135 South Decatur Blvd
 City Las Vegas State NV Zip 89118 Country USA

8. Principal place of business (if different than line 7)
 City Las Vegas State NV Zip 89118 Country USA

9. General description of client's business or activities
Data Centers

LOBBYISTS

10. Name of each individual who has acted or is expected to act as a lobbyist for the client identified on line 7. If any person listed in this section has served as a "covered executive branch official" or "covered legislative branch official" within twenty years of first acting as a lobbyist for the client, state the executive and/or legislative position(s) in which the person served.

Name			Covered Official Position (if applicable)
First	Last	Suffix	
Jon	Porter		Member of Congress
Robert	Herbert		Senior Senate Staff
Dan	Mauer		Senate Staff

LOBBYING ISSUES