

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR SELECT TYPE (the "Agreement") is made and entered into effective this 10th day of November, 2017 (the "Effective Date"), by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the "City"), and Squire Patton Boggs, a Colorado Limited Liability Partnership whose principal business address is 1801 California Street, Suite 4900, Denver, CO 80202 ("Contractor").

WHEREAS, the City desires to retain the services of Contractor, and Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SERVICES.

A. Services. At the City's direction, Contractor will provide federal advocacy and lobbying services as set forth in Exhibit A, attached and incorporated by reference (the "Services"). The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor.

B. Controlling Terms. The terms of this Agreement will control if the terms of any exhibit, attachment, or invoice conflict with this Agreement.

C. Contractor Representations. Contractor represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws. Contractor acknowledges that the City is relying on Contractor's expertise, skill, and knowledge, and that the Contractor's obligations and liabilities will not be diminished by reason of any approval or review by the City.

D. Prosecution of the Services. Contractor will perform all work in a professional manner in compliance with all applicable federal, state and local laws, ordinances and regulations.. Contractor will monitor, supervise, and otherwise control and be solely responsible for all persons or entities performing work on its behalf.

E. Subcontractors. Contractor will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the City's express written consent.

F. Licenses & Permits. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, including a City Contractor's license, if required. Contractor will pay any and all license and permit fees.

G. Rate of Progress. Contractor's rate of progress is a material term of this Agreement. At the City's request, Contractor will provide a progress schedule for the performance of any Services subject to the City's approval.

H. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor will cooperate with the City relating to such monitoring and evaluation.

I. Drugs, Alcohol and Workplace Violence. Contractor and its employees and agents, while performing the Services or while on City property for any reason during the Term, will adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. Policies will be made available to Contractor upon request.

J. Non-Exclusivity. The City may engage the services of other persons for the provision of Services that could be performed under this Agreement. Contractor acknowledges that it is not entitled to perform any work except as assigned under this Agreement and is not guaranteed any amount of work.

II. COMPENSATION.

A. Amount. As compensation for performance of the Services and any other obligations under this Agreement, the City will pay Contractor for work actually performed, invoiced at \$6,000 monthly with direct annual costs not to exceed \$3,000, for a total sum not to exceed **\$225,000.00**. The compensation established by this Agreement includes all of Contractor's costs and expenses to fully perform the Services and other obligations of this Agreement. The City will not consider or be obligated to pay or reimburse Contractor any other charges or fees and Contractor will not be entitled to any additional compensation or reimbursement.

B. Invoices. Contractor will submit invoices on a monthly basis, in a format approved by the City, and provide verification documentation as requested by the City. Invoices will be submitted to the City not more frequently than monthly. Invoices will identify the specific Services performed for which payment is requested, including a description of the Services, the applicable rates, any costs for which Contractor seeks reimbursement, and the total amount that Contractor claims is due.

C. Payment. The City will make payment to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. The City's obligation to make payment is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; and (b) satisfactory performance of the Services and conditions of this Agreement. The City may withhold payment of any disputed amounts, and no interest will accrue on any amount withheld pending the resolution of the dispute.

D. IRS Form W-9. If not on file with the City, Contractor will provide to the City a current, completed Internal Revenue Service Form W-9 with or before Contractor's first invoice. Failure to submit a W-9 may result in delay or cancellation of payment under this Agreement.

E. Appropriation. This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. Contractor acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

III. TERM AND TERMINATION.

A. Term. The term of this Agreement will be from the Effective Date until December 31, 2020 ("Term"), unless the Term is extended in by validly executed written amendment. The City, at its sole option, may renew the Agreement for two additional one-year terms.

B. Termination.

1. Generally. The City may terminate this Agreement without cause if the City determines that such termination is in the City's best interest. The City will effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination.

2. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law ("Breach"), the City may terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor will not be relieved of liability to the City for any damages sustained by the City by virtue of any Breach, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined. If Contractor challenges a termination for cause by the City and prevails, the termination for cause will be deemed to be a termination for convenience and will be effective fourteen (14) days from the date that the original written notice of termination for cause was given to Contractor and no further notice will be required.

3. Effect of Termination. The City will be liable to pay Contractor for Services performed as of the effective date of termination, but will not be liable to Contractor for anticipated profits. Unless otherwise instructed in writing, Contractor will immediately discontinue performance of the Services upon receipt of a notice of termination.

C. Contractor's Remedies for Breach.

1. Contractor may terminate this Agreement for non-payment of sums due under this Agreement except where non-payment is pursuant to the City's rights under this Agreement. Contractor will first provide the City written notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment.

2. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

IV. INDEMNITY.

Contractor will be liable and responsible for any and all damages to persons or property caused by or arising out of the negligent or willful actions or omissions in the performance of the Services by Contractor, its employees, agents, or other persons acting under Contractor's direction or control. Contractor will indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or representatives or other persons acting under Contractor's direction or control. Contractor will include the provisions of this Section in any such subcontracts engaged to perform any part of the Services. The provisions set forth in this Section will survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

V. INSURANCE.

A. Required Policies. Contractor will procure and keep in force the following insurance subject to the conditions below, for the duration of this Agreement:

1. Commercial General Liability Insurance. Comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least **One Million Dollars (\$1,000,000)** each occurrence.

2. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least **One Million Dollars (\$1,000,000)**.

3. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged, or if the City otherwise deems it necessary, errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least **One Million Dollars (\$1,000,000.00)** per claim and annual aggregate.

4. Other Insurance. Workers' compensation insurance (unless Contractor provides a completed Declaration of Independent Contractor Status Form) and other insurance required by applicable law.

The limits of any insurance required by this Agreement will not limit Contractor's liability.

B. Terms of Insurance.

1. Additional Insured. Except for the professional liability policy, if applicable, and workers' compensation policy, **all required insurance policies shall name the City as an additional insured** and will provide that the City, although named as an additional insured, will nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. The insurance policies will be for the mutual and joint benefit and protection of Contractor and the City. **Such policies will be written as primary policies not contributing to and not in excess of coverages the City may carry.**

2. Qualification; Deductible. Insurance required by this Section will be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than **Ten Thousand Dollars (\$10,000.00)**, and Contractor will be responsible for the payment of any such deductible.

3. Cancellation. No such policies will be cancelable or subject to reduction in coverage limits or other modification unless previously approved by the City in writing.

4. Coverage Type. Contractor will identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor will carry a twelve (12) month tail. Contractor will not do or permit to be done anything that will invalidate the policies.

5. Evidence of Coverage. Before commencing work under this Agreement, Contractor will provide certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. The City will not be obligated under this Agreement until Contractor provides acceptable such certificates of insurance and endorsements. If the Term extends beyond the period of coverage for any required insurance, Contractor will, at least ten (10) days before the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage.

C. Subcontracts. Contractor will include the insurance requirements of this Agreement in all subcontracts. Contractor will be responsible if any subcontractor fails to procure and maintain insurance meeting the requirements of this Agreement.

VI. SALES AND USE TAX.

Unless specifically exempt, all materials provided and equipment used in the performance of Services within the City are subject to City Sales & Use Tax, including services performed on behalf of the City.

A. Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored, or consumed in performance of the Services.

B. Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, Sales Tax Division, at 303-289-3628, and is available on the City's website at <http://www.c3gov.com/DocumentView.aspx?DiD=115>.

C. Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor will file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-T of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment will be allowed as a contract expense.

VII. COMPLIANCE WITH C.R.S. § 8-17.5-102; VERIFICATION OF LAWFUL PRESENCE.

A. Certification. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.

B. Pre-Employment Screening. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

C. Contractor Obligations. Contractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor will:

1. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor will not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Compliance with Investigation. Contractor will comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation undertaken by the Department pursuant to Article 17.5 of Title 8, C.R.S.

E. Violation. If Contractor violates this Section, the City may terminate this Agreement for breach of contract and Contractor will be liable for actual and consequential damages to the City.

F. Verification of Lawful Presence (C.R.S. § 24-76.5-103).

1. If Contractor is a natural person, including a sole proprietor with or without employees (*i.e.*, not a corporation, limited liability company, partnership or similar entity), and is 18 years of age or older, Contractor must: (a) complete the affidavit attached to this Agreement as **Exhibit B**; and (b) Attach a photocopy of the front and back of a valid form of identification noted on Exhibit B.

2. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the City will verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security ("DHS") or a successor program designated by DHS. If the City determines through the verification process that Contractor is an alien not lawfully present in the United States, the City will terminate this Agreement without further obligation to Contractor.

VIII. NOTICES.

Except for routine communications, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Michelle Halstead, director of external affairs
CMO
City of Commerce City
7887 E. 60th Ave.
Commerce City, CO 80022

If to Contractor:

Michael Dino/Principal
Squire Patton Boggs, LLP
1801 California Street, Suite 4900
Denver, CO 80202

The parties may agree to delivery of notices via electronic mail.

IX. GENERAL PROVISIONS.

A. Independent Contractor. The relationship between Contractor and the City will be as independent contractors, and neither the City nor Contractor will be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. **Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits, unemployment**

compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from the City.

B. **No Assignment.** Contractor will not assign or transfer any rights, interests, or obligations under this Agreement without the City's prior written consent.

C. **Governing Law; Jurisdiction and Venue; Recovery of Costs.** This Agreement will be governed by the laws of the State of Colorado without regard to its conflicts of laws provisions. For all claims arising out of or related to this Agreement, Contractor consents to the exclusive jurisdiction of and venue in the state courts in the County of Adams, State of Colorado. Contractor waives any exception to jurisdiction because of residence, including any right of removal based on diversity of citizenship. The prevailing party in any litigation to resolve a dispute between the parties arising from this Agreement will be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

D. **Governmental Immunity.** No term or condition of this Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

E. **Time of the Essence.** Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor's failure to complete any of the Services during the Term, or as may be more specifically set forth in an exhibit, notice to proceed, change order, or any approved progress schedule, will be deemed a breach of this Agreement.

F. **No Third-Party Beneficiaries.** Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and Contractor will be deemed to be only an incidental beneficiary under this Agreement.

G. **No Waiver.** The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, will not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.

H. **Rules of Construction.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings used in this Agreement are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of this Agreement.

I. **Severability.** A holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

J. **Acknowledgement of Open Records Act.** Contractor acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and this Agreement and any related documents are subject to public disclosure.

K. **Authority.** The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement for the parties and to bind the parties to

its terms. The signatories represent and warrant that each has legal authority to execute this Agreement for the party he or she represents and to bind that party to its terms.

L. Counterparts. This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument.

M. Entire Agreement; Modification; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and, except as expressly provided, may not be modified or amended except by validly executed written agreement of the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement. This Agreement will be binding upon, and will inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

[Remainder of this page intentionally left blank – signature page(s) follow(s).]

EXHIBIT A

Scope of Services
See attached proposal

B. Understanding the Scope of Work

Squire Patton Boggs has long-standing relationships with Colorado's Congressional Delegation, and having worked with Commerce City since 2013, we know that many of the members of the City's leadership also share relationships with the delegation. Our strong connections to Colorado's elected officials will serve to amplify Commerce City's network.

We will facilitate and execute congressional and executive agency visits for Commerce City leadership in Washington, DC. We are particularly skilled at helping devise visit plans that ensure high-level meetings with key decision-makers at federal agencies and with members of the Senate and House, committee chairs and ranking members, and other key congressional players.

We will develop analyses, briefing papers, advocacy materials, correspondence, and other information regarding Commerce City for the congressional delegation to ensure consistent and effective messaging on Commerce City's legislative interests and funding needs. We will stay in regular and frequent contact with Commerce City and the Colorado delegation to update them on the City's priorities. In turn, we will rely on regular communication with Commerce City's staff to ensure that our engagement with and representation of Commerce City continues to be seamless.

While Squire Patton Boggs is uniquely qualified to help Commerce City continue to reach its goals at the federal level with our extensive network of connections, our advocacy equally relies on substantive knowledge, well-honed insights, and hard work – all leveraged to advance our client's priorities. Additionally, the indefinite earmark moratorium demands that any federal government relations strategy includes outreach and alliances beyond the client's congressional delegation.

Moreover, having had the privilege to demonstrate as the City's federal advocate, we will meet and exceed the tasks noted in the RFP and reiterated below:

- Continue to recommend strategies and tactics to achieve the City's legislative and administrative priorities;
- Draft language for inclusion in federal legislation and identify appropriate legislative vehicles to advance proposed legislation;
- Advocate for Commerce City to members of Congress, member officers, congressional committee members, committee staff, White House and relevant agency officials to advance Commerce City's mission;
- Coordinate with Commerce City and local government/nonprofit organizations to advance municipal policy and funding opportunities that would align with Commerce City's priorities, which may include participation in working groups, committees, or meetings as requested;
- Work to advance the mission and priorities of Commerce City through relationship and coalition building through in-person meetings and functions with the city council and executive management team, to include without limitation the scheduling of meetings and functions, preparation of talking points and leave-behind material, and staffing meetings and functions;

- Seek grants, appropriations, and policy changes that positively affect Commerce City's operations;
- Coordinate annual March advocacy trip for city council members to discuss priorities with members of the Colorado delegation, administration officials, and agency leaders, including scheduling meetings, staffing meetings, drafting leave-behind material, preparing talking points, briefing elected officials and administrative staff, reporting outcomes, and implementing follow-up;
- Provide timely updates to Commerce City of legislative and administrative developments that may affect the City's mission and priorities;
- Communicate regular status updates on the federal advocacy program;
- Monitor and draft responses to agency rulemaking that affects or is of interest to Commerce City;
- Participate in city-sponsored events to provide federal advocacy updates to key stakeholders and community leaders; and
- Provide all labor, tools, equipment, and materials to perform the services and we will coordinate with other City contractors as necessary.

C. Proposed Work Plan and Approach

Squire Patton Boggs is distinctly qualified to continue to provide Commerce City with superior federal lobbying services. As you know from working with us, we work closely with our clients to develop a comprehensive strategic plan for their federal government relations representation that strives for successful execution in a timely and efficient manner.

One hallmark of the Public Policy Practice at Squire Patton Boggs is our focus on developing effective and innovative strategies to ensure our clients are heard at the right time by the right people – earning us a reputation for cutting-edge advocacy work. Based on the RFP, we understand that Commerce City seeks a qualified federal lobbyist to foster its relationships with Congress and the Administration to ensure Commerce City is well positioned to pursue federal grant opportunities and other funding and finance tools.

We view strategy development as a carefully charted path reaching optimal solutions for our clients. It is important to stress that any effective legislative strategy must be the product of a collaborative effort between the advocate and client. Our work plan remains focused on a comprehensive approach with specific tactics that have brought considerable success for our clients. We always consider each client's aims individually, assess the federal goals and map out a range of potential options to achieve them. We look forward to continuing to jointly define and implement a robust advocacy plan that will position Commerce City to further achieve its legislative and policy priorities.

Working with Congress and the Administration

Our advocacy plans are linked to the cadence of the legislative and appropriations cycles that we seek to influence on each client's behalf. We usually begin with a planning process in the fall and early winter of a calendar year, leading to presentation and advocacy of a policy/funding agenda at the start of the next year, with ongoing advocacy, monitoring, and response from spring through fall. Each is associated with a procedural or tangible deliverable.

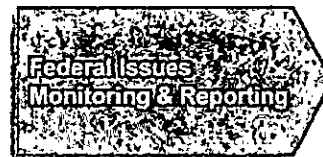
An advantage that we have is that we can build on the robust federal relations program for Commerce City that we started five years ago. We will work with Commerce City's leadership team to identify short-term and long-term federal priorities, and, from those priorities, make any necessary modifications to our existing strategic legislative plan. After this initial re-prioritization, we will identify any federal opportunities that will allow us to accomplish the objectives of the strategic plan. We will then meet regularly with your leadership team to review the opportunities and adjust the strategic plan accordingly.

While our proposed advocacy plan is geared to the legislative calendar, we are resilient and recognize the need to adapt to changing congressional schedules and agency actions with the City's priority list being our principal guide.

November through
January

February – March

Year-round



As noted, in a typical year, we would begin in the early fall to work with Commerce City's staff to identify any new projects and issue priorities to include in your legislative program. We would work with the Colorado congressional delegation and the committees of jurisdiction to promote and highlight Commerce City's agenda as Congress addresses the President's budget and the sorting out of their own priorities. We will also work to advance Commerce City's federal appropriations priorities (if they are not concluded by the commencement of a new contract cycle) and ensure that your voice is heard regularly and consistently.

In preparation for 2018, we will begin meeting with your leadership team and senior staff in the late fall/early winter to understand any new priorities and challenges and identify opportunities. This process is important because working together on a joint platform fosters strong communication between the City's government affairs leadership and our team. Most importantly, because our previous experience with and understanding of Commerce City's functions, we can be most effective in identifying promising federal opportunities.

Through November, December, and January, we will outline policy positions, legislation, and funding requests. That effort builds on an inventory of expiring reauthorization bills, which dictate what topics Congress is likely to address in the coming year, as well as the status of pending legislation and ongoing policy debates in Congress and the administration.

In addition, from November through January, we will circulate detailed guidance and schedule direct meetings to identify viable projects that have potential for federal grant funding.

In February or March, we will prepare comprehensive and well-justified individual appropriations (programmatic or language) requests for submission, and support Commerce City's delegation in federal advocacy through the spring. Through the funding assessment, we will also determine what functional priorities are appropriate for competitive grants, inventory the program options, establish contact with those offices, and help to identify the optimal timing and the most appealing programs for applications. As you know, we have a federal grant monitoring system that can alert Commerce City to grant opportunities as they arise. We often participate in webinars on grant opportunities and can provide timely guidance on any relevant developments.

We will prioritize legislative or regulatory issues based on their potential impact to your fiscal or operational health. We will help Commerce City develop common ground with similarly situated organizations in ad hoc coalitions to advocate with Congress, draft supporting materials, and refine our policy targets on an ongoing basis. Depending on the topic, the strategies may include such approaches as introducing or amending legislation, seeking hearings and submitting congressional testimony, engaging with agency offices and commenting on agency rulemakings, or devising a grassroots campaign.

New issues will undoubtedly develop throughout the year based on changing circumstances at Commerce City, regionally, nationally, and globally, and we will adapt our strategy as appropriate.

Squire Patton Boggs will provide written summaries on specific topics of relevance to Commerce City's objectives and initiatives. In addition to our regular updates, we will provide alerts as situations arise covering: the range of congressional hearings and developments; executive branch rulemaking and other actions; and events and news from policy influencers. Overall, we will:

- Provide routine status reports on Commerce City's federal agenda;
- Provide monthly summary reports on the status of federal issues and activities performed on your behalf as requested;
- Write an annual report and deliver a presentation at the end of the year;
- Prepare topical reports assessing impacts of legislative and administrative proposals on Commerce City; and
- Ensure that your officials and staff have the information they need to make informed decisions on federal legislative and regulatory matters.

As you have experienced, a hallmark of our approach to representation is close and regular communication with the clients we serve. Our experience has taught us that we must establish lines of communication that promote accountability as well as allow flexibility in handling rapidly developing and complex issues.

Although we will structure communication patterns as you prefer, at a minimum we find our monthly update meetings to be informative and productive. We also expect regular contact with Commerce City staff by phone, text, and e-mail as developments warrant or situations arise. Regular communication and interaction allows us to help generate ideas, measure progress, and better adapt strategies to achieve your objectives.

In addition to our current representation of Commerce City, our Public Policy team in Colorado is presently representing Jefferson County, the City of Thornton on local matters, the City of Ft. Collins, the Denver Regional Transportation District, and Denver Water.

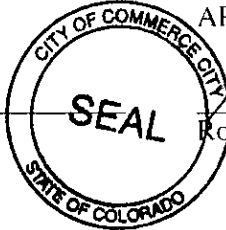
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Brian K. McBroom
Brian K. McBroom, City Manager

ATTEST:

Laura J. Bauer
Laura J. Bauer, MMC, City Clerk



APPROVED AS TO FORM:

Robert Sheesley
Robert Sheesley, City Attorney

Recommended for approval:

Michelle Halstead
Michelle Halstead, Director of External Affairs

SQUIRE PATTON BOGGS, LLP

Michael Dino
Michael Dino, Principal
[must be notarized]

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing Agreement was acknowledged before more this 25th day of October, 2017,
by Michael Dino (Name), Principal (Title),
of Squire Patton Boggs.

Witness my hand and official seal.

My commission expires Sept. 4, 2019.

Jennifer Leigh Smith
Notary Public

