

**Federal, State and Intergovernmental Relations (FSIR)
Meeting
October 24, 2019
2:00 PM
Mount Elbert**

**Council Member Charlie Richardson, Chair
Council Member Marsha Berzins, Vice Chair
Council Member Crystal Murillo, Member**

Serve as leaders and partner with other governments and jurisdictions

1. Approval of September 18, 2019 draft Minutes CM Richardson
2. Consent Items (None)
3. Renewal of Federal Lobbying Contract with Holland & Knight for 2020 Venegas
4. Renewal of State Water Lobbying Contract with Colorado Advocates for 2020 Kitzmann
5. CML Policy Committee Recommendations and State Legislative Update Venegas/LaCrue
6. Miscellaneous Matters for Consideration
7. Set/Confirm Next Meeting CM Richardson

Next meeting – November 22, 2019

Federal, State and Intergovernmental Relations (FSIR) Meeting
September 18, 2019

Members Present: Council Member Charlie Richardson, Chair, Council Member Marsha Berzins, Vice-Chair, and Council Member Crystal Murillo, Member

Others Present: Mayor Bob LeGare, George Merritt, Ian Rayder, Judge Shawn Day, Michael Crews, Minsoo Song, Nancy Rodgers, Porter Ingrum, and Roberto Venegas

1. APPROVAL OF MINUTES :

August 9, 2019 minutes were approved as written.

2. CONSENT ITEMS:

None.

3. DIA's 7th Runway:

George Merritt, Director of Government Affairs, Denver International Airport presented a power point to the committee on the airport's plans for a 7th runway. G. Merritt noted that the 7th Runway project is currently in the planning stage and the project should be completed in 7-10 years. More specifically, DIA is in the Preliminary Engineering phase and is on track to complete the National Environmental Policy Act (NEPA) process by this time next year.

CM Berzins asked what will be the impact on the existing taxiways and if a backup could happen on the airfield if a 7th runway is added. G. Merritt responded that it might cause taxiway backups but key for the project is to build a runway to get planes out of the runways.

CM Berzins asked if runways are used equally now and G. Merritt answered that currently runway 6 is predominantly used for east/west bound traffic and adding another east/west runway would relieve congestion and increase fuel efficiency for airlines.

G. Merritt stated that the 7th Runway project will be a collaborative project with the communities neighboring the airport involved in the planning process. G. Merritt indicated that the project will be most economically beneficial to the city of Aurora since it will be utilizing the clear zone, airport property in Aurora and all the tax revenue will benefit the city.

CM Berzins asked to clarify if it is within Aurora and G. Merritt clarified that it is airport-owned property in Adams County.

CM Berzins asked if the 7th Runway will be used for cargo use and Ian Rayder, Director of Federal Affairs, Denver International Airport indicated that cargo growth (10%) is higher than passenger growth (5%) every year. G. Merritt stated that the 7th Runway will be the most expensive project

due to bridging over Pena Blvd. But the implementation of the 7th Runway will increase airfield capacity.

Mayor LeGare asked if there are any opposition groups and G. Merritt answered they have not identified the opposition yet but the environmental aspect might bring some opposition.

Mayor LeGare asked if the Piccadilly Road expansion will be incorporated in the 7th Runway project and G. Merritt answered yes.

CM Richardson expressed concern on noise litigation.

Outcome: The committee agreed to move the presentation to Study Session without taking a position.

Follow-up: Staff will place this item on a future Study Session.

4. EVICTION CRISIS ACT:

CM Richardson confirmed with Judge Shawn Day that there was no federal mandate on the bill. Michael Crews, Intergovernmental Relations Coordinator provided the major impact on the city which is 2 grant programs for the city:

- a. Encourage State and Local Governments to utilize Community Courts through Attorney General's office
- b. Establish an Emergency Assistance Fund through HUD

CM Berzins asked for clarification of the city's responsibility and M. Crews explained that the city could create a program to assist the resident who is facing eminent risk of eviction or homelessness.

CM Murillo asked if the grant is a reimbursement and Roberto Venegas, Interim Deputy City Manager answered that it will be disbursement of the grant.

CM Berzins asked if the Homelessness Program could manage the grant and R. Venegas answered that it needs to go through Community Development Department with close partnership with the Homelessness Program office, and the city could work with nonprofit organizations.

CM Murillo asked if the grant could go to multiple organizations and R. Venegas confirmed. M. Crews stated that 25% could go to administrative costs and 75% would need to go to services and programs.

Staff will provide detailed grant requirements. M. Crews noted Senator Bennet's office is asking for the city's support on the bill.

CM Murillo asked if there is any specific mention of mobile home parks and M. Crews answered that it used general housing terms and he will reach out to Senator Bennet's office on this.

CM Murillo asked to include mobile home parks to make it more relevant to the city of Aurora.

Nancy Rodgers, Deputy City Attorney provided clarification between evictions due to development and failure to pay rent. Judge Day clarified that in the state of Colorado, municipal courts do not deal with evictions and Aurora Municipal Court does not have access to the social services.

CM Richardson asked if the bill contemplates activity at the county court level of the state court and Judge Day confirmed it.

Outcome: The committee agreed to support the bill.

Follow-up: Staff will follow up with Senator Bennet’s office with CM Murillo’s questions.

5. MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

6. CONFIRM NEXT MEETING

The next meeting date was proposed as Friday, October 25, 2019, at 1:30 PM in the Mt. Elbert conference room. Staff will send out an email to finalize the meeting date.

Approved:

CM Charlie Richardson Date
Committee Chair



Federal, State and Intergovernmental Relations Agenda Item Commentary

Item Title: Renewal of the Federal Lobbying Contract for 2020
Item Initiator: Roberto Venegas, Interim Deputy City Manager
Staff Source: Roberto Venegas, Interim Deputy City Manager
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 2.1: Work with appointed and elected representatives to ensure Aurora's interests--2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interest

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The City of Aurora has historically issued request for proposals for federal lobbying services. An RFP for federal lobbying services was issued in the fall of 2018, with the city selecting Holland & Knight. The city first awarded the federal lobbying contract to Holland & Knight during a competitively bid RFP in the fall of 2014. The contract awarded contains a one-year option to extend in 2020 without going back out to bid. Staff is recommending we exercise that option in the contract for next year.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The request is for the city to extend its contract with Holland & Knight for 2020 in the amount of \$125,000. The terms of the agreement, including the dollar amount and scope of services, will remain the same.

QUESTIONS FOR Committee

Does the Committee wish to extend the federal lobbying contract for 2020?

EXHIBITS ATTACHED:

Holland Knight 2019 Agreement.pdf



CITY OF AURORA
PURCHASING SERVICES
 15151 E. Alameda Parkway, Suite 5700
 Aurora, Colorado 80012-1553
 303-739-7100

THIS PURCHASE ORDER MUST APPEAR ON ALL PACKAGES AND CORRESPONDENCE.
 INVOICING MUST ACCOMPANY ALL SHIPMENTS

PURCHASE ORDER NO
 19P0042

R1932
 DATE 01/01/19
 PAGE Page 1 of 1

TO: 111476
 HOLLAND & KNIGHT LLP
 SUITE 1100
 800 17TH STREET NW
 WASHINGTON, DC 20006

REQUEST NO. CMA19003
 BUYER
 MR BUY006

DEPARTMENT	DELIVER INVOICE TO	FREIGHT TERMS	PAYMENT TERMS	DELIVER BY/EXPIRATION
Roberto Venegas	CITY MANAGER ADMINISTRATION 15151 E ALAMEDA PKWY 5TH FLOOR AURORA, CO 80012	Destination	NET 30	12/31/19

ITEM	QTY/UNITS	DESCRIPTION	UNIT PRICE	EXTENSION	ACCOUNT NO.
------	-----------	-------------	------------	-----------	-------------

001	1 SV	THIS AWARD IS ISSUED TO COVER THE COST OF: FEDERAL LOBBYING SERVICES FOR THE CITY OF AURORA FROM 1/1/19 THROUGH 12/31/19.	125,000.00	125,000.00	1702462200
-----	------	---	------------	------------	------------

CITY CONTACT: ROBERTO VENEGAS, 303-739-7007
 VENDOR CONTACT: LAURI HETTINGER, 202-469-5134
 LAURI.HETTINGER@HKLAW.COM

AWARDED IN ACCORDANCE WITH RFP #R-1932, AND ATTACHED
 PROFESSIONAL SERVICES AGREEMENT DATED 11/27/18.

REFERENCE CITY CODE 2-671.

APPROVED BY CITY COUNCIL ON 12/10/18, AGENDA ITEM
 #90.

PLEASE REFERENCE THIS PURCHASE ORDER NUMBER ON ALL
 INVOICING TO THE CITY.

NOTE: THE TERMS AND CONDITIONS ON REVERSE SIDE OF
 PURCHASE ORDER DO NOT APPLY TO THIS AWARD.

961-51

TOTAL ►
AMOUNT

125,000.00

AUTHORIZED SIGNATURE

**NOTICE: THIS AWARD IS SUBJECT
 TO THE TERMS AND CONDITIONS
 ON THE REVERSE SIDE HEREOF
 AND ANY ATTACHMENTS HERETO.**

TAX EXEMPT #98-02596

CONDITIONS OF PURCHASE

1. **Acceptance.** This Purchase Order can be accepted only on the conditions set forth herein. Vendor shall be bound by this Purchase Order by Vendor commencing performance. City shall be bound by this Purchase Order only upon receipt of the materials or services as identified on the Purchase Order executed by Vendor. The conditions of this Purchase Order shall be the exclusive agreement between City and Vendor with respect to the material/services ordered hereunder. No additional terms or modifications proposed by Vendor shall be binding on City unless in writing and signed by City. In no event shall any modification be effective or different terms be imposed by the terms and conditions of any acknowledgment order or other form submitted by Vendor whether or not acknowledged or accepted by City. This Purchase Order shall prevail in the event there are any inconsistencies between this Purchase Order and the terms and conditions of any acknowledgment order or other form submitted by Vendor. Material/services which are accompanied or preceded by documents which attempt or purport to change or modify the "Conditions of Purchase" incorporated by reference into each and every Purchase Order shall, at City's option be treated as unsolicited goods/services.
2. **Prices.** Vendor shall not provide the materials/services ordered under this Purchase Order at prices higher than those specified herein.
3. **Invoices.** Invoices shall be submitted in duplicate, one being original copy, and shall contain purchase order number, item number, description of items, size quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of invoice shall not constitute acceptance of the material and shall be subject to adjustment for errors, shortages, defects in the material or other failure of Vendor to meet the requirements of this Purchase Order.
4. **Cash Discounts.** Time in connection with any discount offered will be computed from (I) the date of actual delivery at City's specified location. Or (II) the date and invoice conforming with Paragraph 3 is received, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date City's check is deposited postage paid in U.S. mail.
5. **Taxes.** The City of Aurora is exempt from Federal and State taxes.
6. **Over-shipments.** City shall pay only for maximum quantities ordered. Vendor shall pay return shipping charges for excess quantities delivered to City.
7. **Packing and Shipment.** Unless otherwise specified, the price includes the costs of boxing, crating, handling, damage claims, carting, drayage, storage, or other packing requirements. Unless otherwise specified, all material shall be packaged, marked and otherwise prepared for shipment in a manner which is (I) in accordance with good commercial practice, (II) acceptable to common carriers for shipment at the lowest rate for the particular material and in accordance with I.C.C. regulations, and (III) adequate to insure safe arrival of the material at the named destination. Vendor shall mark all containers with necessary lifting, handling and shipping information and also purchase order numbers, date of shipment and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment unless otherwise specified. No partial or complete delivery shall be made hereunder prior to the date or dates shown without prior written consent of City.
8. **MSDS's.** An appropriate Material Safety Data Sheet ("MSDS") and labeling, as and if required by law will precede or accompany each shipment. Further, Vendor shall send to City updated MSDS's and labeling as required by law.
9. **FOB, Point.** The price includes delivery of the material FOB, freight and carriage prepaid at City's designated location(s) unless otherwise specified.
10. **Warranties.**
 - a. Vendor warrants that all material delivered hereunder shall be free from defects in workmanship, material manufacture and design and shall comply fully with the requirements of this Purchase Order. Vendor further warrants that all material purchased hereunder shall be of merchantable quality, new and unused (unless specified in this Purchase Order), and shall be fit and suitable for the purposes intended by City, such purposes are known to Vendor. The foregoing warranties shall constitute conditions and are in addition to all other warranties, whether expressed or implied, and shall survive any delivery, inspection, acceptance or payments by City. City approval of Vendor material or design shall not relieve Vendor of the Warranties set forth in this clause.
 - b. If any material delivered hereunder does not meet the warranties specified herein or otherwise applicable, City may elect the remedies are in addition to all other remedies at law or in equity or under this Purchase Order and shall not be deemed to be exclusive. Vendor agrees to defend and indemnify City against all damages occasioned by or arising as a consequence of any breach of the warranties set forth herein, including the cost of replacing City materials which may be damaged or rendered defective by materials furnished or work done in breach of such warranties.
 - c. Vendor warrants to City that all material furnished to City hereunder shall conform to and comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and the regulations and standards issued thereunder. Vendor further warrants that no material shipped or delivered and on the order of City is, as of the date shipped or delivered, adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended, or any substantially similar state law, or is an article which may not under such Act or law be introduced into interstate or intrastate commerce. Vendor further warrants that all material furnished to City hereunder has been manufactured, processed or imported in compliance with all requirements of the Toxic Substances Control Act of 1976. Vendor agrees to defend and indemnify City against all damages occasioned by or arising as a consequence of any breach of the warranties of this paragraph 10 (c).
11. **Inspection.**
 - a. All material purchased hereunder shall be subject to inspection and test by City to the extent practicable at all times and places including the period of manufacture and, in any event prior to final acceptance. If inspection or test is made by City on Vendor's premises, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of City's inspectors. City inspectors shall be allowed to inspect Vendor's facilities at any time during business hours either announced or unannounced. No inspection or test made prior to final inspection and acceptance shall relieve Vendor from responsibility for defects or other failure to meet the requirements of this Purchase Order. Notwithstanding any prior inspections or payments made hereunder by City, all material shall be subject to final inspection and acceptance at City's location within a reasonable time after delivery.
 - b. In the event any material is found defective or not in conformity with City specifications or the requirements of this Purchase Order prior to final inspection, City shall have the right either to reject the material and require Vendor to replace it within the delivery schedule or to accept it with an adjustment in price, all at the expense of Vendor, including any transportation and handling cost. If Vendor fails to replace or correct material which has been rejected or required to be corrected within the delivery schedule, or the City rejects material at final inspection as not conforming to this Purchase Order, City may (I) replace or correct such material and charge Vendor with the expense incurred thereby, or (II) cancel this Purchase Order and cancel any outstanding deliveries hereunder, without prejudice to City's rights to claim damages or to enforce any other remedy provided by law. Non-conforming material may be returned at Vendor's expense, including any transportation and handling costs.
12. **Delivery.** Time is of the essence in this Purchase Order of any shipment is made which is not in all respects in accord with the provisions of this Order (including time of shipment or delivery). City reserves the right without liability to reject such delivery and, if City so elects, City may treat this Order as repudiated by Vendor and cancel any outstanding deliveries hereunder, without prejudice to City's rights to claim damages or to enforce any other remedy provided by law. All expenses of transportation and storage, if any, resulting there shall be to Vendor's account. City may refuse any delivery if prevented by strikes, casualties or other causes beyond his control from receiving or using it.
13. **Termination.** City may, at any time terminate this order or in part by written notice, or verbal notice confirmed in writing. If City terminates this Purchase Order prior to City's receipt of the materials purchased hereunder, and if such termination is based solely on City's convenience, then Vendor shall be entitled only to any shipping and handling costs engendered by this Purchase Order prior to City's termination thereof. If there is a cancellation by City occasioned by Vendor's breach of any condition hereof, including breach of warranty, or by Vendor's delay, except delay due to considerations beyond the Vendor's control and without Vendor's fault or negligence, vendor shall not be entitled to any claim of costs and City shall have against Vendor all remedies provided by law and equity. In no event and under no circumstances shall Vendor have any rights to claim from City consequential or indirect damages (including lost profits) hereunder or otherwise.
14. **Title.** The property in or title to, and the risk of loss of materials purchased under this Purchase Order, shall remain in Vendor and not transfer to City until such materials are delivered and unloaded at the FOB point specified in the Purchase Order. Further, Vendor shall defend and indemnify City against any damages caused or engendered by, or traceable to, materials purchased hereunder (whether or not hazardous), or the transportation or handling thereof, prior to the completion of unloading at City's location.
15. **Waiver.** The failure of City to enforce at any time any of the provisions of this Purchase Order, or exercise any election or option provided herein, or to require at any time performance by Vendor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions and shall not affect the right of City thereafter to enforce each and every provision.
16. **Changes.** City shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, destinations, specifications, designs and delivery schedules, but no additional charges shall be allowed unless authorized in writing by City. If such changes affect the amount to be paid by City, Vendor shall notify City immediately and negotiate an adjustment.
17. **Insolvency.** In the event of any proceeds, voluntary or involuntary in bankruptcy or insolvency by or against Vendor, or in the event of the appointment with or without Vendor's consent of any assignee for the benefit of creditors of a receiver, City shall be entitled to cancel any unfulfilled part of this Purchase Order without any liability whatsoever.
18. **Assignment, Subcontracting.** Vendor shall not assign this Purchase Order or any part thereof, or subcontract or delegate any performance hereunder, without first obtaining City's written consent.
19. **Patent Infringement.** Vendor shall, at its own expense, defend and indemnify City and its employees with respect to any and all claims that the material furnished by Vendor under this Purchase Order infringes any United States Letters Patent, or may other proprietary rights and with respect to any and all suits, controversies, demands and liabilities arising out of such claims, provided that the foregoing shall not apply to any infringement claim necessarily resulting from Vendor's adherence to written specifications or drawings submitted by City.
20. **Insurance.**
 - a. If this Purchase Order covers the performance of labor on Vendor or City's premises, Vendor shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in the attached form number 410-33. The Vendor further agrees and understands that they are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.
 - b. Vendor shall provide defense and indemnify for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Vendor, its agents and employees. If Vendor knows of the damage Vendor shall immediately notify the City. If the City discovers the damage, City will notify Vendor immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. Vendor shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33.
21. **Excusable Delays.** Neither party shall be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control and without its fault or negligence, provided that Vendor shall have given notice in writing to City of any such cause for delay or anticipated delay promptly after first obtaining notice thereof, and shall have used its best efforts to make deliveries as expeditiously as possible taking such cause for delay into account. If Vendor should be unable, due to such a cause, to meet all of its delivery commitments for the material ordered herein as it becomes due, Vendor shall not discriminate against City or in favor of any other customer in making deliveries of such material. If City believes that the delay or anticipated delay in Vendor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, City may at its options and without liability to Vendor cancel outstanding deliveries hereunder wholly or in part.
22. **Applicable Law.** This Purchase Order shall be governed by, subject to, and construed in accordance with the laws of the State of Colorado. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of this Purchase Order by its express terms.
23. **Compliance With Laws.** Vendor shall in the performance of this Purchase Order comply with all laws, ordinances, rules and regulations, federal, state and local, applicable thereto.
24. **Equal Employment Opportunity.** The VENDOR will not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. The VENDOR may adhere to lawful affirmative action guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising thereof; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. The VENDOR shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.
25. **Illegal Alien Certification.** See Attachment IA that is hereby incorporated as part of this Purchase Order.
26. **Entire Agreement.** This Purchase Order represents the entire understanding as of the effective date hereof between the parties with respect to the subject matter hereof, and supercedes all prior agreements, negotiations, understandings, representations, statements and writings between the parties relating thereto. No modification, alteration, waive or change in any of the terms of this Purchase Order shall be valid or binding upon the parties hereto unless made in writing and duly executed by each of the parties hereto in writing and duly executed by each of the parties hereto.

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: City of Aurora Federal Lobbying Services

FILE NO.: RFP #R-1932

P.O. NO.: 19 P0042

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Section 1 - Scope of Work	3
Section 2 - Authority	4
Section 3 - Schedule	4
Section 4 - Compensation	4
Section 5 - Staffing	5
Section 6 - Insurance	6
Section 7 - The City's Responsibilities	6
Section 8 - Mutual Obligations	7
Section 9 - Termination	7
Section 10 - Miscellaneous	8
Section 11 - Examination of Records	10
Section 12 - Illegal Alien	10
Section 13 - Indemnification	11

Attachments

Attachment 1:	Scope of Work/ Milestones
Attachment 2:	Certificates of Insurance

AGREEMENT

This Agreement is made as of the 27th day of November, 2018, by and between the City of Aurora, Colorado ("City"), and Holland & Knight LLP ("Consultant"), a Limited Liability Corporation with a principal place of business at 800 17th Street NW, Suite 1100, Washington D.C. 20006.

WHEREAS, the City intends that Consultant shall perform professional services for the City; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the City as hereinafter provided in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

Section 1 – Scope of Work

- A. Consultant agrees to provide professional services as stated in the scope of work ("Work") specified in **Attachment 1**, attached hereto and incorporated into this Agreement.
- B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.
- C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the City.
- D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant's staffing for required services. Such changes, including any increase in the amount of the Consultant's compensation, which are mutually agreed upon between the City

and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.

Section 2 - Authority

A. Roberto Venegas ("Project Manager") is the City's Project Manager and the City's authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Consultant shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his absence, a person to be designated by him. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora's City Council.

B. Rich Gold ("Consultant's Representative") is Consultant's representative for the Work. Consultant's Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant's responsibilities and obligations under the terms of this Agreement.

Section 3 - Schedule

A. In performing professional services pursuant to this Agreement, Consultant acknowledges that timely completion of the Work is critical and time is of the essence. Accordingly, all services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement by the parties hereto, approval by the City as required by applicable law, issuance of a Purchase Order from the City, and in accordance with the milestone schedule set forth in **Attachment 2**, attached hereto and incorporated into this Agreement.

B. The initial term of this Agreement shall run from the date of approval by the Aurora City Council and issuance of a notice to proceed until December 31, 2019. Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the City and Consultant concerning additional and/or continuing Work, as reflected in additional or revised scope(s) of work, this Agreement may be extended on an annual basis by the City by a written notice to Consultant after approval by the City Council.

Section 4 - Compensation

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, is intended to cover the entire cost of the professional services under this Agreement. The initial compensation of this Agreement shall not exceed One Hundred Twenty Five Thousand and 00/100 dollars (\$ 125,000.00), including all travel expenses. Consultant agrees to cooperate fully with the City to keep the total compensation within this limit.

B. This Agreement is subject to annual appropriation by the Aurora City Council and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 2019 fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 2019 fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

C. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the City.

D. The City shall pay Consultant in accordance with the terms of this Agreement a fixed monthly fee of \$10,000.00. Reasonable travel related costs will be reimbursable only with advance written approval of the City.

E. Consultant shall submit monthly invoices to be approved by the City's Project Manager. Consultant shall submit its monthly invoices no later than close of business on the fourteenth (14th) calendar day of the month after which the work was performed; provided, however, that if that day falls on a weekend or holiday, then monthly invoices shall be submitted no later than close of business on the next regular business day of the month. Upon submission of an approved Consultant invoice, in the proper form, to the City, payment shall be issued. It is to be understood and agreed that the City may require up to thirty (30) days to process payment after date of receipt of invoicing.

Section 5 - Staffing

A. The Consultant personnel listed below are essential to the proper performance of the services under this Agreement:

<u>Name</u>	<u>Title</u>
Rich Gold	Principal
Lauri Hettinger	Senior Policy Advisor
Seth Belzley	Partner (Local - Denver)

The above-identified individuals are key persons and will be available to perform the Work. Consultant agrees to make key personnel available as required to perform the Work as long as such persons are employed by Consultant. Consultant shall obtain the prior written approval of the City before appointing other Consultant personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel, or require the replacement of any Consultant personnel; however such City action shall not subject the City to any liability to Consultant nor be used by Consultant as an excuse for failure to meet the requirements of this Agreement.

B. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

C. Consultant shall inform the City in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the City informed of any changes or additions to this information. The City shall approve in writing any additional firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the City.

Section 6 - Insurance

A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in **Attachment 2**. The Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.

B. Consultant shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the City. If the City discovers the damage, City will notify Consultant immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. Consultant shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, **Attachment 2**.

C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City; except that Consultant's Workers' Compensation and Employer's Liability Insurance is primary, but does not contain a noncontributory provision.

D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

Section 7 - The City's Responsibilities

A. The City shall:

1. Provide necessary information to Consultant to facilitate Consultant in performing the Work;
2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided;
3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services;
4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the City, the City's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 8 - Mutual Obligations

A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.

C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.

D. All documents of any nature prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City.

E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

B. Termination for Convenience

1. **Change in City Policy.** The City may terminate this Agreement at any time upon thirty (30) days notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability to Consultant exceed the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination

1. **Termination Costs.** After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. **Ownership of Work Product.** In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the City, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Consultant has notified the City in writing of the incomplete status of such work product.

3. **City's Right to Set-Off and other Remedies.** Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws, Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship;

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer;

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each sub-consultant;

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees as the United States, the State of Colorado, the City of Aurora, or their respective agencies may require; and,

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

C. By executing this agreement, Consultant acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City of Aurora employee and as such is not entitled to Workers' Compensation benefits. Consultant is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the City of Aurora and Consultant that Consultant, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some entity other than the City of Aurora, Colorado.

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Office of the City Attorney
15151 East Alameda Parkway
5th Floor
Aurora, Colorado 80012

Consultant Representative: Rich Gold
Holland & Knight LLP
800 17th St., Suite 1100
Washington, D.C. 20006

Section 11 - Examination of Records (This section applies if this Agreement exceeds \$10,000.00.)

- A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.
- B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.
- C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 - Illegal Alien

- A. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:** Consultant shall not knowingly employ or contract with illegal aliens to perform work under this Contract. Consultant shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with illegal aliens to perform work under this Contract and (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. **VERIFICATION REGARDING ILLEGAL ALIENS:** By executing this contract, Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through the I-9 process of the Department of Homeland Security (U.S. Citizenship and Immigration Services Division).
- C. **LIMITATIONS:** Consultant shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.
- D. **DUTIES OF CONSULTANT:** If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall be required to:
1. Notify the subcontractor and the City within three days that the Consultant 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 days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. **DUTY TO COMPLY WITH STATE INVESTIGATION:** Consultant shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking

F. **DAMAGES:** Notwithstanding any other provisions within this contract, if the Consultant violates any of the above provisions regarding illegal aliens the City may terminate this contract for cause and the Consultant may be liable for consequential damages.

Section 13 - Indemnification

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder. Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. **Patents Infringement:** The Consultant shall indemnify, defend and hold harmless the City Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant's indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the City under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the City subsequent to delivery by the Consultant. Consultant also agrees to notify the City upon the knowledge of any potential infringement claim, so that the City may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

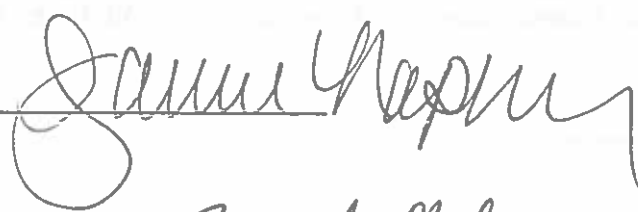
By: 

Name: Bryn Fillinger

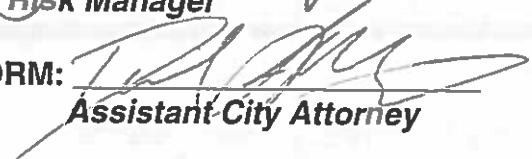
Title: Manager, Purchasing Svcs.

Date: December 27, 2018

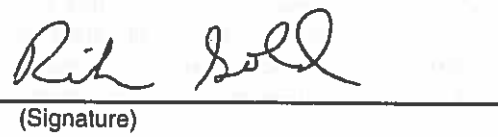
ATTEST:


City Clerk

RISK MANAGEMENT: 
Risk Manager

APPROVED AS TO FORM: 
Assistant City Attorney

CONSULTANT

By: 
(Signature)

Name: Richard M. Gold
(Type or Print)

Title: Partner

Date: November 26, 2018, 2018

Attachment 2

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Consultant performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Consultant, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$2,000,000 each occurrence

\$4,000,000 general aggregate

\$4,000,000 products and completed operations

Commercial Automobile Liability Insurance. The Consultant shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured.

Workers' Compensation and Employers Liability Insurance. The Consultant shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Consultant shall maintain Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

Umbrella/Excess Liability Insurance. The Consultant shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in this agreement which is as least as broad as the underlying policies. Policy limits with minimum limits of not less than Two Million Dollars (\$2,000,000) per occurrence. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Subcontractor's Insurance It shall be the responsibility of the vendor/contractor to ensure that subcontractors maintain:

- A. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and
- B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers'

Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

The Consultant is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general or automobile liability and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, the Consultant shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Consultant agrees that the required non-professional liability coverages will not be canceled without Thirty (30) days prior written notice to the City, except that only ten (10) days notice will be provided for cancellation due to non-payment. All certificates of insurance must be kept in force throughout the duration of the services. If any of Vendor's or Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Consultant shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract, provided, however, if the City of Aurora changes the insurance requirements and Consultant does not comply with the modified requirements, the City of Aurora's sole remedy shall be termination of the contract and Consultant shall not be liable for any damages arising from such termination. **The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City, provided, however, Consultant's Workers' Compensation and Employer's Liability insurance is primary, but does not contain a non-contributory provision.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

Professional Liability Insurance. The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000), covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a

minimum period of Three (3) years after the completion of any and all of Consultant's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Form No. 410-33 (Version 6/24/2015)

ATTACHMENT I
SCOPE OF SERVICES

FEDERAL LOBBYING SERVICES FOR THE CITY OF AURORA

The consultant shall perform lobbying services for the City of Aurora as follows:

1. Establish communications mechanism to use with City staff, City Council, and City Council Federal, State & Intergovernmental Relations Committee.
2. Work with the City to let Aurora's Congressional delegation know that the consultant will represent Aurora on federal issues.
3. Monitor federal legislation and agency regulatory action; alert City staff and Council to potential opportunities and concerns.
4. Keep City staff and Council apprised of major federal funding opportunities (appropriations requests, grants, etc.) available to the City, including information related to the application process, deadlines and requirements as appropriate.
5. Maintain regular contact with Aurora's Congressional delegation, and identify opportunities for City Council and staff to work collaboratively with members of Congress and their staff.
6. Represent the City of Aurora's position with the federal executive branch when working collaboratively on or resolving issues as they may arise.
7. Federal lobbying contract includes issues involving the water and/or utilities department.
8. The consultant must have a local (Aurora/Denver) presence.

Full Service, Measurable Results

Holland & Knight would work with Aurora to develop a comprehensive, strategic federal advocacy plan that will be the blueprint for pursuing each of your priorities. This plan will be a dynamic, "living" document. It will be revisited regularly as policy and political developments warrant. It will have clear assignments of strategy options, tasks/subtasks, timelines, and deliverables.

This plan, together with performance criteria, will hold Holland & Knight accountable for achieving each project or issue objective. As part of its ongoing strategy for the City of Aurora, Holland & Knight will:

1. Establish communications mechanism to use with City staff, City Council, and City Council Public & Intergovernmental Relations Committee.

Holland & Knight's philosophy is to function as an extension of the City of Aurora. We have weekly scheduled calls with the City staff and the Public & Intergovernmental Relations Committee chair to provide updates on the City's federal priorities. Team leader Lauri Hettinger also provides a federal update to the Public & Intergovernmental Relations Committee each month. Our frequent consistent communication allows us to understand the City's evolving needs and priorities, making us more effective in representing you.

Holland & Knight also will continue to provide activity reports and additional communications, which will include:

- » A monthly report for the City staff and City Council with the status of legislative, regulatory, and public affairs initiatives we are addressing for the City.
- » Weekly Grant Notifications: Each week, we will provide the City with information regarding recently announced federal grant opportunities. We comb through the *Federal Register*, *Grants.gov*, and other resources to identify specific funding that may be of interest.
- » Strategic Grant Analysis: When the City decides to pursue a particular grant opportunity, we are available to assist in mapping a strategic plan to pursue the grant, address selection criteria, and emphasize certain project aspects that the agency may be more focused on in a particular round of funding.
- » Weekly "Eyes on Washington" updates, which offer the City the latest information on key developments in Congress and the executive branch.

Finally, Holland & Knight's team members are available to you 24 hours a day, seven days a week. We will do whatever it takes to get the job done. Our goal is to become a core part of your team so that we can provide the City with the strongest voice possible in Washington, D.C., with Congress, the executive branch, and key agencies.

2. Work with the City to let Aurora's Congressional delegation know that the consultant will represent Aurora on federal issues.

The City's advocacy team would continue to use our close relationships with the Colorado congressional delegation to increase the profile of and generate robust support for the City's innovative initiatives and federal priorities.

Holland & Knight has organized a strong bipartisan team for you with deep ties among federal decision-makers in Congress to help you advocate for the City's federal priorities. Our team has longstanding, close relationships with the City's House and Senate delegation, key House and Senate committee chairs and ranking members, and House and Senate leadership. These relationships are critical for securing champions for the City to advance its federal priorities, to help showcase the City's work at the national level, and secure opportunities for the mayor, City Council, and City officials to testify before Congress.

We are well-positioned to serve the City regardless of who controls the House or Senate after the November elections. For example, when Democrats took control of the House and Senate in 2006, after 12 years of a Republican majority, Holland & Knight's clients continued to benefit because our bipartisan relationships with lawmakers. Similarly, when Republicans regained control of the House in 2010, service to our clients did not skip a beat.

3. Monitor federal legislation and agency regulatory action; alert City staff and Council to potential opportunities and concerns.

Holland & Knight monitors all legislative and regulatory activity that affects our clients -- and acts accordingly if there is an opportunity or threat from it. We are involved every step of the way through the federal budget process from when the President releases his annual budget request, to congressional hearings and mark-ups of the budget until final passage.

For example, before President Trump introduced his infrastructure proposal, Holland & Knight arranged a meeting for Aurora Water with White House Council on Environmental Quality (CEQ)'s Associate Director for Infrastructure Alex Herrgott to discuss the City's recommendations on project streamlining. Mr. Herrgott praised the City's priorities and included some of them in the infrastructure proposal.

4. Keep City staff and Council apprised of major federal funding opportunities (appropriations requests, grants, etc.) available to the City, including information related to the application process, deadlines and requirements as appropriate.

One of the more significant evolutions in state/local funding from the federal government has been the transition from earmarks to grant solicitations.

However, Holland & Knight has been on the forefront of these changes. From 2010 to the present, Holland & Knight has secured hundreds of millions in grants and programmatic funding for our clients covering the spectrum of local government issues.

If selected, Holland & Knight will continue to work closely with Aurora to gauge how its priorities may benefit from the annual appropriations process. We will then use our extensive relationships with the Senate and House Appropriations Committee members to achieve the City's funding priorities. While Congress has ended appropriations earmarks, there are "softer" strategies that can be used in the annual appropriations bills to stress certain types of initiatives, including report language.

When Aurora decides to pursue a particular grant opportunity, Holland & Knight will continue to assist in mapping a strategic plan to pursue the grant. We will address selection criteria, and stress certain project aspects that the agency may be more focused on during a particular round of funding. Because of our close agency relationships with both the career and political staff at the agencies, we can often gain key intelligence and insight into key criteria and priorities for the grant program that an agency may be considering which can change from year to year, thus enabling the City to have a better chance at success.

For example, during the recent U.S. Transportation Department BUILD (formerly known as TIGER) grant round, Holland & Knight learned DOT's timeline for announcing the grant prior to the public announcement and was able to alert the City so the staff could start preparing its grant application. Additionally, before the grant release, we arranged a phone call for the City with DOT to discuss its project. During the call, DOT agency staff were able to identify aspects of the project that the City should highlight for the upcoming grant that match the Administration's priorities.

Holland & Knight will continue to set up meetings with federal agencies to discuss the City's proposed initiatives; work with the congressional delegation to solicit support for grants through letters and direct contact with the agency leadership; and will use our close relationships with the Trump Administration to lobby on your behalf.

5. Maintain regular contact with Aurora's Congressional delegation, and identify opportunities for City Council and staff to work collaboratively with members of Congress and their staff.

Holland & Knight proposed advocacy team has personal and close working relationships with Aurora's Congressional delegation. In the Senate, proposed team member Rich Gold has a longstanding relationship with Sen. Michael Bennet and his chief of staff. And, proposed team leader Lauri Hettinger has a good working relationship with Sen. Cory Gardner and his senior staff.

The team members also have close relationships with Reps. Mike Coffman, Ed Perlmutter, Diana DeGette, Jared Polis, and Doug Lamborn. Because of these and other ties, Holland & Knight can easily team up with members of the Colorado delegation to help the City with its funding and policy needs.

Each year, during the City's annual trip to Washington, D.C., Holland & Knight has scheduled meetings for the Mayor and City Council members directly with the members to discuss the City's federal priorities. In addition, Holland & Knight prepared the members' schedulers and staff prior to the City's visit so the members are adequately prepared to discuss the City's projects and funding priorities. Holland & Knight also schedules visits for the City's staff with the delegation when they are visiting Washington, D.C., for conferences.

6. Represent the City of Aurora's position with the federal executive branch when working collaboratively on or resolving issues as they may arise.

While representing the City, Holland & Knight has organized meetings for the mayor, City Council members, and the City's senior department staff with secretaries, deputy and undersecretaries, chief of staffs, and Administrators as well as senior program officials at the Departments of Transportation, Interior, Veterans Affairs, Housing and Urban Development (HUD), and the Air Force.

For example, we have assisted with HUD Secretary Ben Carson's two visits to the City to see firsthand how the City has leveraged federal funding to support critical housing initiatives. Additionally, after Holland & Knight arranged meetings for the City with the White House Intergovernmental Affairs (IGA) office, the White House invited Mayor Steve Hogan to two White House transportation Infrastructure summits, including one with President Trump. We have positioned the City as a solution-driven innovator and increased its profile nationally.

Because of our close connections and local government expertise, Holland & Knight is viewed by these agencies as a "go to" resource on local government issues. We are regularly asked for feedback on potential new administration initiatives.

Holland & Knight is also frequently called upon to convene stakeholders to help administration officials solicit feedback on their policy proposals. This would give the City an excellent opportunity to make your "voice" heard at the administrative level. And when that opportunity comes, Holland & Knight will ensure that Aurora's elected officials and/or staff will be prepared.

Regarding the specific agencies, Holland & Knight's ties to them are noted below:

Housing and Urban Development: As detailed previously, Holland & Knight has a close relationship with Secretary Ben Carson and Deputy Assistant Secretary of the Office of Intergovernmental Relations Stephanie Fila.

Environmental Protection Agency (EPA): Holland & Knight has close working ties with Acting Administrator Andrew Wheeler and his chief of staff, Ryan Jackson.

Department of Transportation: Holland & Knight has worked extensively with Secretary Elaine Chao and her senior staff including: DOT Deputy Secretary Jeff Rosen, Deputy Assistant Secretary for Intergovernmental Affairs Anthony Bedell, Special Advisor to the Secretary for Infrastructure James Ray, Chief of Staff Geoff Burr, and Deputy Assistant Secretary of Transportation Policy Thomas "Finch" Fulton. We also have excellent working relationships with the career staff in the newly created Build America Bureau, which administers the BUILD, INFRA (formerly known as FASTLANE), and TIFIA programs.

Department of Interior: Holland & Knight knows Secretary Ryan Zinke, Bureau of Reclamation Commissioner Brenda Burman, and Director of the Office of Intergovernmental and External Affairs Todd Wynn.

7. Federal lobbying contract includes issues involving the water and/or utilities department.

Holland & Knight works extensively with a variety of units of local government – including water and/or utilities departments.

Much of this work is aimed at developing constructive collaborations with federal agencies on projects and initiatives, and cultivating congressional delegation support for these efforts. We understand the myriad concepts and new developments surrounding the Clean Water Act, including wastewater treatment, flood control, legislation and rulemaking, permitting, water re-use, stormwater management, and compliance and enforcement. On behalf of our municipal clients, Holland & Knight has helped draft and shape water and environmental legislation and bring an impressive track record in securing funding for water treatment, wastewater, water supply, reclaimed water projects, and environmental research projects.

For Aurora Water, Holland & Knight has broadened its relationships beyond the congressional delegation to senior congressional committee water staff to discuss the City's federal water priorities, and was able to secure committee staff's participation in the Aurora Water tours for the past few years. Committee staffers are now assisting the City to advance its wilderness adjustment and land exchange projects.

Holland & Knight has also organized several meetings for Aurora Water and the City's elected leadership with U.S. Forest Services (USFS) headquarters to discuss the Holy Cross wilderness adjustment request. Previously the USFS had indicated that the project was in the queue but will take several years. After meetings with headquarters, USFS has provided additional resources to get the project moving.

8. The consultant must have a local presence.

Founded in 2015, Holland & Knight's Denver office is located at 1801 California Street. Partner Seth Belzley is your local contact.

The 12 attorneys in our Denver office focus on litigation, arbitration and transactional matters throughout the state of Colorado and beyond. Moreover, our attorneys represent public and private companies in a range of industries. These include energy, mining and natural resources, healthcare, financial services, banking, telecommunications, hospitality, entertainment, education, transportation, and food.

Our services in Denver include experience and demonstrated knowledge in matters dealing with public/private partnerships and government representation, complex commercial litigation, environment, intellectual property, labor and employment, business disputes, corporate services, corporate governance, compliance, mergers and acquisitions, strategic joint ventures, securities, financing, and public and private equity.



CERTIFICATE OF LIABILITY INSURANCE

HOLLA-4

OP ID: MB

DATE (MM/DD/YYYY)
07/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P. O. Box 173086 Tampa, FL 33672 Tony Leavine	CONTACT NAME: Mia Bush		
	PHONE (A/C, No, Ext): 813-226-1337	FAX (A/C, No): 813-226-1313	
E-MAIL ADDRESS: mbush@bbtampa.com			
INSURED Holland & Knight LLP Holland & Knight Charitable Foundation, Inc. 524 Grand Regency Blvd Brandon, FL 33510	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: SENTRY INSURANCE		24988
	INSURER B: Great Northern Insurance		20303
	INSURER C: Federal Insurance Company		20281
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Insured Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			35798711	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included GA
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> No Owned <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			74986035	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			79818355	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	901492301	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Personal Property			35798711	08/01/2018	08/01/2019	Spec Form 144,513,605
B	Data Process Equip			35798711	08/01/2018	08/01/2019	Spec Form 21,366,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See "Certificate Attachment - Holland & Knight, LLP" attached

*Full name of certificate holder & cancellation - see NotePad attached

CERTIFICATE HOLDER**CANCELLATION**

CITY OF A City of Aurora ** Purchasing Services 15151 E Alameda Parkway Ste 3500 Aurora, CO 80012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

CERTIFICATE ATTACHMENT - HOLLAND & KNIGHT, LLP

Additional Insured

Certificate Holder is a General Liability Additional Insured and Auto Liability (CA2048) Designated Insured, when required by written contract.

Primary / Non-Contributory Additional Insured

Primary and non-contributory General Liability, Auto Liability and Excess Liability Additional Insured provisions apply, when required by written contract.

Per Location and Per Project General Aggregate

General Liability Per Location and Per Project General Aggregate Limit applies

Contractual Liability

General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds

General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation

Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, Excess Liability and Workers Compensation applies in favor of Certificate Holder, when required by written contract.

Excess Liability Underlying Insurance

Excess Liability schedule of underlying insurance includes General Liability, Auto Liability, and Workers Compensation Employers Liability.

8-1-18

NOTEPAD:

HOLDER CODE: CITYOFA
INSURED'S NAME: Holland & Knight LLP

HOLDER: 4
OP ID: MB

PAGE 3

Date: 07/30/2018

**Full name of certificate holder reads: City of Aurora, its elected and appointed officials, employees, agents and representatives

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30* days written notice to the certificate holder named to the left. *except 10 days for non payment of premium



Federal, State and Intergovernmental Relations Agenda Item Commentary

Item Title: Aurora Water State Lobbying Services Contract Renewal
Item Initiator: Kathy Kitzmann
Staff Source: Kathy Kitzmann, Water Resources Principal
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 2.1: Work with appointed and elected representatives to ensure Aurora's interests--2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interest

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

City Council reviewed the 2018 award to Colorado Advocates in the amount of \$46,000 on the Weekly Report of 10/29/18.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Aurora Water state lobbying services contract is due for a third year renewal in its three year contract cycle. Lobbying Services for the City of Aurora's Water Department (R-1873) was competitively bid and awarded to Colorado Advocates LLC. The term of the initial contract was from November 3, 2017 through November 2, 2018 (17P1264). The term of the second year contract was from November 2, 2018 through October 31, 2019 (18P1154) and can be extended for one additional year. Colorado Advocates have not proposed any changes to the initial terms. The contract extension will maintain the initial price of \$46,000 for the third year of the state lobbying services for the Water Department.

QUESTIONS FOR Committee

Does FSIR support the Colorado Advocates contract for services from November 2019 through October 2020 be placed on Purchasing's next weekly report for City Council approval?

EXHIBITS ATTACHED:

Council Weekly Report 10_29_18.pdf
Purchase Requisition Colorado Advocates 09-19-19.pdf

AWARDS \$25,000.00 - \$49,999.99 subject to call-up:

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
<p>COLORADO ADVOCATES DENVER, CO Dept: Water</p>	<p>Extend an openly solicited contract for annual state lobbying services as required by the Water Department through October 31, 2019. This represents the first of two possible extensions for the award.</p> <p>The firm has offered to hold the same fees as initially proposed in 2018 firm for this extension period. Since the September 2018 Municipal Cost Index shows an increase of 3.2%, their pricing is deemed to be fair and reasonable.</p> <p><i>Purchases where a vendor offers to extend an existing contract under the same terms and conditions within current market pricing are authorized to be awarded through noncompetitive negotiations. 2-674-2</i></p>	<p>\$46,000.00</p>	<p>R-1873</p>

AWARDS \$50,000.00 - \$2,000,000.00 subject to call-up for which at least three bids were received, the lowest responsive bidder was selected, and no bid protest was filed:

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID / RESULTS
<p>VWR INTERNATIONAL, LLC BATAVIA, IL Dept: Water</p>	<p>Award a competitively bid contract to purchase lab supplies as required for the Quality Control operations of Water through October 31, 2019. The supplies are required for analysis of water samples and to assist the lab staff in remaining compliant with testing protocols.</p> <p><i>When Aurora piggy-backs off another government agency's competitive bid it is treated the same as if it were our own bid. 2-679</i></p>	<p>NOT-TO-EXCEED \$53,000.00</p>	<p>State of Colorado Price Agreement #2016-0000-194</p>

PURCHASE REQUISITION REQUEST FORM

(Complete & Submit to: Alyson Noble - Capital Projects and Sarah Bollig - Operating)

Date: 9/19/19

Division Name: Water Resources

Division Contact: Kathy Kitzmann Division Contact Phone: 303-739-7533

Vendor Name: Colorado Advocates Vendor Contact Name: Jep Seman

Vendor Contact Phone: 720-377-0703 Vendor e-mail address: jseman@coloroadadvocates.com

Anyone Will Do Sole Source Emergency

Materials Lab on Call Testing

Mesa (Category:) _____ Task Order:# _____ Firm Selected:_____

Name of Project: State Lobbying Services for Water Department (Year 3 of 3)

Project Cost Estimate: \$46,000

Org Number: 52018 Account #: 62200 Allocation %: 100

Org Number: _____ Account #: _____ Allocation %: _____

Org Number: _____ Account #: _____ Allocation %: _____

For Financial Administrations' Use Only	
JLC: _____	Activity: _____
JLC: _____	Activity: _____
JLC: _____	Activity: _____

Purchase Order Needed: Yes

Project Start Date: November 1, 2019

Project Completion Date: October 31, 2020

Project Job Description: State lobbying services as required for Aurora Water for the upcoming 2020 state legislative session and 2020 interim session.

Lobbying Services for the City of Aurora's Water Department (R-1873) was competitively bid and awarded to Colorado Advocates LLC. The term of the initial contract was from November 3, 2017 through November 2, 2018 (17P1264). The term of the second year contract was from November 2, 2018 through October 31, 2019 (18P1154) and can be extended for one additional year. Colorado Advocates have not proposed any changes to the initial terms. The contract extension will maintain the initial price of \$46,000 for the third year of state lobbying services for the Water Department.

One of the following **MUST** be attached with PR request form:

Scope of Work

Contractor's Proposal

Authorization to Bid

ATTACHMENT 1

SCOPE OF SERVICES

LOBBYING SERVICES FOR THE CITY OF AURORA WATER DEPARTMENT

The consultant shall perform lobbying services for the City of Aurora, Water Department as follows:

1. Lobbying services prior to the State of Colorado General Assembly legislative session.
 - A. Establish communications mechanism to use with city staff, City Council, and City Council Federal, State & Intergovernmental Relations (FSIR) Committee.
 - B. Work with city staff to let legislators representing Aurora and legislative leaders know that the consultant will represent Aurora at the Colorado General Assembly.
 - C. Prepare to pursue the City of Aurora's legislative agenda including securing sponsorship for bills, coordinating drafting of bills and soliciting support.
 - D. Attend City Council FSIR committee meetings as directed by staff.
2. Lobbying services during the legislative session.
 - A. Review all bills as they are introduced and forward those of interest to the Water Department pursuant to the plan that is developed prior to the session. Follow the progress of bills of importance to the Water Department and provide similar analysis and review of amendments to the bills. Discuss with City staff or provide one-page synopsis and analysis of proposed legislation of interest no later than 3 business days following introduction of the proposed bill to legislative committees.
 - B. Work with city staff to analyze the potential impact of proposed water-related legislation and report that information to appropriate council committees.
 - C. Advocate City's position to members of the General Assembly, the Executive Branch, and other interested parties as directed by staff. Identify opportunities for Mayor, Council Members, and other City officials to participate in the process and make recommendations. Those opportunities include, but are not limited to, communication to legislators, providing testimony at legislative hearings, and communication to the Governor and the Governor's staff.
 - D. Work with other groups that either share or dispute City's positions. Work to understand the position of others and either utilize support or mitigate opposition by those parties on issues of importance to the City.
 - E. Conduct on-going communication with appropriate city staff via phone conversations, e-mail, text messaging, written and oral reports, and formal briefings. Must participate weekly legislative update meetings with Aurora water staff and management, either in person or via phone.
3. Lobbying services after the legislative session.
 - A. Monitor and report on interim activities of the General Assembly and participate as directed by staff.





Federal, State and Intergovernmental Relations Agenda Item Commentary

Item Title: CML Policy Committee & State Legislative Update
Item Initiator: Roberto Venegas, Interim Deputy City Manager
Staff Source: Roberto Venegas, Interim Deputy City Manager
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 2.0: Serve as leaders and partners with other governments and jurisdictions--2012: 2.0--Serve as leaders and partners with other governments and jurisdiction

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The CML Policy Committee meets every October to discuss potential state legislation, take positions on that legislation, and provide general information on anticipated items for the upcoming legislative session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The CML Policy Committee met on October 11, 2019. CM Lawson and Roberto Venegas attended on behalf of the city of Aurora. Attached are the Policy Committee recommendations. In addition, staff and our state lobbyists will provide a general update on anticipated legislative issues and interim committee issues.

QUESTIONS FOR Committee

Does the Committee have any questions regarding the CML Policy Committee recommendations and/or the State Legislative Update?

EXHIBITS ATTACHED: