

ADAMS COUNTY, COLORADO
FIRST AMENDMENT FOR
STATE LOBBYING SERVICES

THIS FIRST AMENDMENT TO SERVICE AGREEMENT ("First Amendment") is entered into this 25th day of October, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Holland & Hart, LLP, located at 555 Seventeenth Street, Suite 3200, Denver, Colorado 80202, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on January 11, 2016, the County entered into a Service Agreement with Holland & Hart, LLP; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year.
2. The fee schedule shall be the sum of: four thousand dollars (\$4,000.00) per month for a yearly amount not to exceed forty-eight thousand dollars (\$48,000.00).
3. The Service Agreement and this First Amendment contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Amendment, the terms, conditions, and provisions of this First Amendment shall control.
4. The Recitals contained in this First Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this First Amendment is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim

under or by reason of this First Amendment or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Amendment by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

- 7. If any provision of this First Amendment is determined to be unenforceable or invalid for any reason, the remainder of the First Amendment shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
- 8. Each party represents and warrants that it has the power and ability to enter into this First Amendment, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
COUNTY MANAGER

Todd Leopold
Todd Leopold

11/03/16
Date

ATTEST:
STAN MARTIN
CLERK AND RECORDER
Shanna
Deputy Clerk

APPROVED AS TO FORM:
[Signature]
County Attorney

HOLLAND & HART, LLP
John Karakoulakis
Print Name

Director of Gov. Affairs
Print Title

[Signature]
Signature

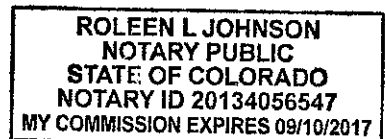
10/25/16
Date

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Denver
STATE OF COLORADO)
Signed and sworn to before me this 25th day of October, 2016,

By Roleen L Johnson, [Signature]
Notary Public

My commission expires on: 9-10-2017





Jonathan M. Anderson
Phone (303) 295-8566
Fax (303) 672-6508
jmanderson@hollandhart.com

October 13, 2016

Mr. Kevin Doran
Legislative Liaison
County Manager's Office
Adams County
4340 South Adams County Parkway
Brighton, CO 80601

Re: Engagement for Legislative Services

Dear Kevin:

Thank you for renewing the contract with Holland & Hart LLP ("Holland & Hart") to provide legislative services on behalf of Adams County Manager ("ACM") for 2017. We are eager to work with you and your team on this project. This letter defines ACM's engagement of Holland & Hart for this matter.

Scope. The scope of this engagement is to provide non-legal legislative services. Specifically, we will serve as registered state lobbyists for Adams County and will be guided by the attached work plan. Holland & Hart will not be acting as an attorney for ACM in providing services under this engagement. Holland & Hart has not been engaged to represent ACM as legal counsel or otherwise provide legal services to ACM in connection with the services set forth under this engagement. If ACM wishes to retain Holland & Hart for legal services, it must be done through a separate engagement.

Please be aware, therefore, that certain protections of the client-lawyer relationship may not apply. For example, any communication between me and ACM may not be subject to the attorney-client privilege and the traditional attorney-client duty of confidentiality may not apply to any information I acquire while performing these legislative/regulatory services. (Other duties of confidentiality will or may apply to information ACM communicates to me and I will remain mindful of those duties.) It is important that ACM remember this limitation when communicating with me. As you are aware, under some rules of civil procedure, ACM's communications with me may become discoverable. Our engagement is solely for ACM and we do not undertake to represent any other party in connection with these services, except as ACM and we may later agree in writing.

Conflict Issues. Based on the fact that neither Holland & Hart will not be acting as attorney for ACM, it is understood that conflict of interest rules pertaining to the practice of law do not apply with respect to this engagement. We have agreed that, solely by reason of my

Holland & Hart LLP Attorneys at Law

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Aspen Billings Boise Boulder Carson City Cheyenne Colorado Springs Denver Denver Tech Center Jackson Hole Las Vegas Reno Salt Lake City Santa Fe Washington, D.C.

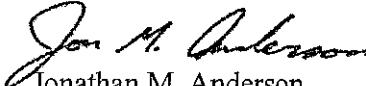
providing legislative/regulatory services in this matter, neither I nor Holland & Hart will be limited in representing other clients in legal matters in which their interests are or may be adverse to ACM.

Fees, Costs and Billing. Services for this legislative engagement shall be billed at flat fee amount of \$4,000 per month or \$48,000 per year. In addition, we will bill for costs and expenses incurred. We will bill you directly for our services according to Holland & Hart's customary practice for billing for services and expenses as summarized on the attached *How We Charge for Our Services and Expenses*. We welcome any questions you may have about this billing procedure statement or any bill we send to you as the work progresses. We request a retained of \$4,000 in advance of commencing work. Please make your check payable to Holland & Hart LLP and send it to my attention at Holland & Hart LLP, Attn: Financial Services – Trust Dept., Suite 3200, 555 17th Street, Denver, Colorado 80202-3979. Subsequent billings will be credited against the retainer. Upon depletion of the retainer, we will so advise you and will ask you to pay all future statements upon receipt.

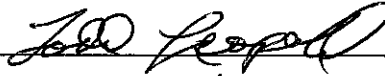
File retention/destruction. I will maintain files related to this engagement that I, in my sole professional judgment, determine are necessary for the conduct of this engagement. After the engagement ends, meaning the date of my last bill for services in this matter, I will maintain or destroy these files as I determine is appropriate. As I am not engaged to represent ACM or provide legal services in this matter, those files will not be deemed to be legal client files.

I believe that the foregoing covers the essential elements of our legislative/regulatory services engagement agreement, and unless I hear from you to the contrary, I will proceed on that basis. If you have any questions about a particular fee statement or any other aspect of my service, please bring them to my attention as promptly as possible. I am delighted to be able to work with you on this matter.

Sincerely yours,


Jonathan M. Anderson
of Holland & Hart LLP

The above letter correctly sets forth our agreement.


Date: 11/03/16

HOW WE CHARGE FOR OUR SERVICES AND EXPENSES

We at Holland & Hart LLP ("H&H") want each client relationship to be productive and satisfying for both parties. We believe one way to accomplish that goal is to explain at the outset how we charge for our services and expenses.

Our usual practice is to send a statement for services and expenses monthly. Our statement describes in summary fashion the services we have performed on your behalf in order that you have a current understanding of any charges and expenses. If we have a written agreement for some other arrangement, we will proceed accordingly.

Our responsibility is to ensure that you receive an accurate and fair statement. In return, we expect prompt payment of our statements. We encourage you to raise any questions or comments regarding any statement. If you fail to keep your account current, we reserve the right to terminate our representation in accordance with applicable ethical rules. We also reserve the right to assess a late payment charge at the rate of 1% per month on any unpaid balance beginning on the 30th day after the date of the statement.

Fees For Services

A specific attorney is responsible for each matter we undertake for you. In addition to serving as your primary contact and either performing or overseeing all services provided for you, this attorney will review and approve each statement you receive from us.

Our engagement letter sets forth the terms on which we will charge you for our services. If we are providing services on an hourly basis, our engagement letter discloses the current hourly billing rate of the attorneys and other service providers who will work on matters for you. From time to time other attorneys and service providers may be involved in your work. Their names and hourly rates will be reflected in our statements. Please note that we review and adjust our billing rates annually, and our adjusted billing rates typically take effect on January 1. You will be advised of changes in billing rates in the first statement that includes charges for services at any such adjusted rate.

Expenses

You will be invoiced for certain direct expenses incurred in the course of providing legal services to you. We charge expenses to your bill with no mark-up for handling and no surcharge for the cost of carrying the charge until you make payment. Thus, filing fees, incorporation fees, charges from court reporters and similar expenses will appear on your bill at the amount actually disbursed by us on your behalf. Notwithstanding the previous sentence, unless we otherwise agree, we expect you to pay directly (or prepay through the use of a retainer) any expenses over \$1,000 invoiced by persons or companies outside our firm for your account.

Several categories of expenses involving a service provided, in whole or in part, using our equipment or staffed with our personnel are billed to you in the manner described below:

1. **Photocopying.** We do not charge for routine photocopying or small copy projects. We will send large copy projects to outside copy facilities when confidentiality concerns permit and will bill you for the actual charges incurred. We are always happy, upon your request and where appropriate, to send materials for copying to you or to your designated vendors who will bill you directly.
2. **Messengers.** We charge the same amount for messenger services as outside providers charge for the same service.
3. **Computerized Legal Research.** We have fixed-price, discounted contracts with our providers that include many, but not all, of their services. We compute and charge for the cost of searches performed on your behalf by allocating our actual contract cost over all searches performed for clients. We must necessarily make certain estimates to arrive at this allocation, but the objective is to recover only the firm's actual cost for legal research services performed for our clients. For research services not covered by our fixed-price contracts, we charge the actual cost of the searches billed to the firm.
4. **Overnight Couriers.** We use United Parcel Service ("UPS") and other recognized couriers for the bulk of our overnight courier services. We pass through the UPS or other courier's scheduled charge to us.

Litigation Support and Trial Preparation

H&H provides a variety of litigation support and trial preparation services and products. These services and products include trial consulting, witness preparation, jury selection, preparation of multimedia trial exhibits, trial setup and document imaging. The charges for these services and products will be established by agreement between the H&H responsible attorney and the client at the inception of the engagement, or in the alternative, when the need for such services arises.

REPORTABLE TRANSACTIONS

Certain transactions become "reportable transactions" under the Internal Revenue Code and the associated regulations if an advisor, including a lawyer, requires them to be kept confidential. H&H does not require such confidentiality. Accordingly, H&H agrees that you (and your employees, representatives or other agents) may disclose to any and all persons, without limitation of any kind, (i) the Federal income tax treatment and the facts relevant to understanding the Federal income tax treatment of our representation of you and any transaction with which we may assist, and (ii) all materials of any kind (including opinions or other tax analyses) that are provided to you by H&H relating to such tax treatment and such facts. In addition, H&H does not claim that any tax information (as opposed to tax legal advice) provided by it is proprietary or exclusive.

NEVADA DISCLOSURE PURSUANT TO RULES OF PROFESSIONAL CONDUCT RULE 7.5A (c)(5)(ii)

As you know, H&H has offices located in Las Vegas, Reno, and Carson City, which are staffed with lawyers who are admitted to practice law in the State of Nevada. In addition, we have lawyers admitted in other jurisdictions where H&H has offices, including Colorado, Utah, New Mexico, Wyoming, Montana, Idaho, and Washington D.C. For this matter, we may or will seek assistance from other lawyers who are not admitted in Nevada but who will work with our Nevada-admitted lawyers. As the engagement proceeds, we may enlist the services of other firm lawyers, not admitted in Nevada, in order to provide all of the legal services you have requested. Under Rule 7.5A of the Nevada Rules of Professional Conduct, we are required to make this disclosure. If you have questions about it, now or in the future, please let us know.

County's State Work Plan

- Holland & Hart to continue to:
 - Engage in weekly LWG conference call
 - Provide weekly written legislative updates during session and monthly legislative updates out of session
 - Attend BoCC Study Session briefings on a monthly basis to provide updates and insight to Commissioners
 - Provide assistance at the State Capitol in the form of hearings, briefings, meetings, etc.
 - Represent County during both General Assembly session and recess
 - Attend internal and external County events that include a legislative aspect
 - Maintain relationships with and provide legislative updates to county's state delegation
- Coordinate state work plan with federal work plan (attached below) as applicable, to ensure cohesion between work plans and efforts on issues of importance to County. Coordination includes:
 - Monitoring for state legislation, grants, and other opportunities/obstacles that relate to the issues included in the state & federal work plan
 - Bill analysis as it relates to the issues included in the state & federal work plan
- Specific Issue Areas
 - Aviation/Aerospace
 - County Governance
 - Criminal and Juvenile Justice
 - Economic Development
 - Emergency Management
 - Energy
 - Environmental Issues
 - Health Care
 - Housing
 - Human Services
 - Land Use / Parks & Open Spaces
 - Marijuana
 - Senior/Aging Issues
 - Surface Transportation
 - Taxes / County Finance
 - Technology
 - Veterans Issues
 - Water
 - Workforce and Labor
 - For more specifics see attached federal work plan (below)

County's Federal Work Plan

- Aviation/Aerospace (Departments/Agencies: US Department of Transportation, Federal Aviation Administration, Airports Division, Air Traffic Organization, Office of Commercial Space Transportation)
 - Spaceport Colorado
 - Assistance with FAA Application
 - Front Range Airport (FTG)
 - FAA Reauthorization
 - Ensure policies included in future reauthorization do not negatively impact FTG or the County, rather that the County and FTG benefit from policies included in such bills
 - Infrastructure Improvements
 - Taxi-way and Ramp Enhancements
 - Lighting/Safety Project
 - Federal Policies
 - Airport Improvement Program
 - Contract Tower Program
 - Partnerships
 - Colorado Air National Guard
- Criminal and Juvenile Justice (Departments/Agencies: Department of Justice, Byrne/JAG, *Office of Juvenile Justice and Delinquency Prevention*, Department of Homeland Security, Community Oriented Policing Services, *Victims of Crime Act*, Violence Against Women Act)
 - Formula and discretionary justice assistance grants
 - Maintain/increase Federal funding levels for programs beneficial to County
- Economic Development (Departments/Agencies: US Department of Commerce, Economic Development Administration)
 - EDA Grant Opportunities
- Environmental Issues (Departments/Agencies: Environmental Protection Agency)
 - Brownfields Grant Program
 - Waters of the US
 - Monitor legal case and ramifications for County
- Housing (Departments/Agencies: US Department of Housing and Urban Development)
 - Affordable Housing
 - Federal grants/opportunities/policies to benefit County
- Senior/Aging Issues (Departments/Agencies: US Department of Health and Human Services, Administration on Aging, Administration for Community Living)
 - Older Americans Act
 - Hold Harmless provision and negative impacts to Colorado
- Surface Transportation (Departments/Agencies: US Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration)

- Surface Transportation Authorization legislation
 - Ensure policies included in future reauthorization do not negatively impact the County, rather that the County benefits from policies included in such bills
- Grant and financing programs for transportation
- Trade (Departments/Agencies: United States Trade Representative)
 - Trans Pacific Partnership
 - Monitor ramifications for County (potential impact on jobs/industries in County)
- Veterans (Departments/Agencies: US Department of Veterans Affairs, Veterans Health Administration, Eastern Colorado Health Care System)
 - New VA Medical Center (VAMC)
 - Federal support for County workforce training initiatives applicable to the needs of the new VAMC
 - Assist with transition to new hospital, in terms of service gaps
 - Housing opportunities/initiatives/grants for Veterans
 - Ex. HUD-VASH vouchers, Medical Foster Home program, etc.
 - PTSD services for Veterans
 - Including Suicide Prevention assistance
- Other
 - County Exposure
 - Visits with Congressional Delegation in Washington, DC
 - Advocate for County needs
 - Opportunities to bring Congressional Delegation to County
 - Federal grants/programs not listed above which could be beneficial to County
 - Submission of County comments in various rulemaking procedures