

MODIFICATION NO. SEVEN
Federal Lobbying Services

THIS MODIFICATION NO. SEVEN is being entered into this _____ day of _____, 2022, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and SQUIRE PATTON BOGGS LLP (hereinafter the "Company") a Washington DC corporation having its principal office located at 2550 M Street NW, Washington, DC 20037.

The purpose of this Modification is to add up to two years to the Contract term. This Contract between the City and the Company dated March 23, 2011, as subsequently modified, is hereby modified as follows:

1. Section B-5 Performance Period/Delivery Schedule

DELETE: Section B-5 in its entirety.

REPLACE WITH: The performance period commences from date of award to June 30, 2023 with four (4) option years.

2. Section B-3 Prices/Costs

DELETE: Section B-3 in its entirety

REPLACE WITH:

- (a) The City will pay the Company a monthly fee in the amount of \$15,000 for the consulting services set forth in Section C below. This rate shall be effective as of July 1, 2022.
- (b) The City will pay the Company's reimbursable expenses, subject to the limitations stated in Paragraph B-4, up to \$10,000 per Contract year.

3. Section C – Statement of Work

Revise the Statement of Work as shown:

C-1 General Scope of Services

- (a) The Company shall provide all personnel and materials required to perform the services set forth in this Contract. The Company shall, at all times during the term of this Contract, act as an advocate of the City's interests in Washington, D.C. The Company shall provide an on-going presence at the United States Congress and provide constant contact with Federal agencies in an effort to promote the interests of the City in legislative and regulatory matters.
- (b) The Company shall advocate the City's position on all matters having a potential impact on the City, or which may provide an opportunity for funding or programmatic assistance, including providing assistance necessary to identify and pursue specific and general federal funding sources, including advocacy with federal delegation and other members of congress, committee staff, agency representatives, etc. in furtherance of pursuing the potential grant or funding source.
- (c) The Company shall maintain flexibility in its use of resources, and shall realign its areas of focus as the City's interests and needs change over the term of this Contract.
- (d) The Company shall perform Contract services in accordance with the terms of Sections A through E of this Contract.
- (e) The Company shall provide to City staff advice, counsel, and strategic planning assistance for the purpose of continuously improving the City's federal advocacy presence and effectiveness.

C-2 Annual Federal Legislative Agenda

- (a) The Company shall work with the Project Manager, and other City officials, during the last quarter of each calendar year to develop a plan that thoroughly and clearly sets forth the City's Federal agenda for the next year. The Company shall meet with each City Department to identify legislative issues, appropriation requests and other topics of Federal interest.

- (b) The Annual Federal Legislative Agenda will outline the City's current Federal priorities and areas of interest. The Agenda will identify major issues that may affect the City and which are expected to be debated by Congress or the Administration. The Agenda shall include, but not be limited to, Appropriation Requests, Legislative Issues, Public Lands, Legislative Topics of Interest, and Transportation Reauthorization Projects.
- (c) The Company shall work with each of the Nevada Congressional Delegation offices to input the City's appropriations requests into their tracking systems.
- (d) The Company shall work independently, or with City staff, to present the Annual Federal Legislative Agenda's to each of the Nevada Congressional Delegation offices.
- (e) The City's Annual Federal Legislative Agenda is subject to change throughout the year as changes occur in the economy and/or national priorities that impact current Federal activity. The Company shall perform its services in conformance with such revisions.

C-3 Lobbying Services

- (a) The Company shall engage in a proactive effort to educate Federal legislators and regulators regarding the interests of the City. The Company shall undertake this effort, using the Company's knowledge of the legislative and regulatory processes and participants, to affect outcomes in keeping with the City's interests and goals. The Company shall, at all times, perform these services in keeping with the requirements of Federal, State and local lobbying statutes and regulations, and shall in no circumstances engage in activities which would negatively reflect upon the ethical or business reputation of the City.
- (b) The Company shall communicate with members of the Nevada Congressional Delegation on behalf of the City, and shall work with members of the Delegation on specific lobbying activities that benefit the City.
- (c) The Company shall attend committee hearings and public functions specifically associated with the identified interests of the City, and shall promote the interests of the City at these forums. The Company shall meet with members of Congress and congressional committee staff, as well as officials and staff of executive departments to generate support for the City's position on legislative/regulatory matters.
- (d) The Company shall monitor all Federal legislation impacting the areas of interest set forth in the City's Annual Federal Legislative Agenda. These monitoring services shall include screening bills for legislation that may impact the City, reporting the progress of legislation potentially impacting the City, reporting budget actions of interest, regular and timely reporting of federal grant and/or funding opportunities both for specific requests as well as new and/or general notifications, reporting the progress/outcome of committee hearings, reporting of opposition arguments, reporting significant information appearing in Congressional media, and reporting on legislative voting records. The monitoring services also shall include reporting of routine regulatory activities, agency and Congressional staff activities, funding activities, and special regulatory initiatives of executive departments.
- (e) The Company shall review and comment on proposals of the City which are being prepared for submission to federal agencies, when requested by the Project Manager. The Company shall recommend and perform appropriate liaison and follow-up work to obtain the most favorable consideration of such proposals.
- (f) The Company shall monitor the efforts of the National League of Cities, US Conference of Mayors, and other state and local organizations on behalf of the City. The Company shall provide updates on current legislative activities of the organizations and make recommendations for appropriate City action if required.

C-4 Miscellaneous Services

- (a) Washington D.C. Travel: The Company shall act as a liaison for members of the City Council or other City officials during their visits to Washington. The Company shall coordinate the travel/meeting arrangements for such visits when requested by the Project Manager. Such arrangements may include arranging hotel accommodations and transportation, setting up meetings/briefings with appropriate Congressional or Executive Department officials, and providing appropriate social forums for introducing City officials to members of Congress or other individuals expected to impact City interests. The Company shall prepare briefing materials and/or conduct briefings for City officials during such visits. The Company is not authorized to incur reimbursable costs under this Contract for the sponsorship of political fundraising events, nor is it authorized to utilize City personnel, material or facilities for such events.
- (b) Travel to Las Vegas: The Company shall travel to Las Vegas to provide briefings to City officials when requested by the Project Manager.
- (c) Special Events: The Company shall perform planning activities for special events and projects that are reasonably related to the accomplishment of this Contract.

C-5 Deliverables

- (a) The Company shall provide a Monthly Report that details specific activities undertaken by the Principal Consultant, or other Company employees, on behalf of the City. The report should include a description of

services/activities performed, expected or actual results of the activity undertaken, and future projected activities. Emphases should be placed on those activities that produce identifiable, direct results for the City. The report should address specifics, such as people contacted, committee hearings attended, and specific outcomes. The report should also contain an outline of the status of significant legislation. The report shall be submitted with the Company's invoice each month.

- (b) The Company shall provide special reports or draft correspondence for the City, when circumstances warrant or when specifically requested by the Project Manager. The Project Manager will establish reasonable completion dates for these tasks.
- (c) The Company shall provide an annual presentation to the City Council on current federal legislative activity.

4. Section E-22 Counterpart Signatures

DELETE: Section C-22 in its entirety

REPLACE WITH:

E-22 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

5. General

In the event of any conflict between the Contract as previously modified and this modification, the provisions of Modification Seven take precedence. All other contract terms and conditions remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract Modification to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

SQUIRE PATTON BOGGS, LLP

DocuSigned by:

Victoria Cram

9/7/2022 | 12:41 P

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Signature Date

Signature Date

Victoria Cram

Printed Name

Printed Name

Principal

Title

Title

ATTEST:

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Crislove A. Igeleke

9/7/2022 | 10:38 AM PDT

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Deputy City Attorney Date

Crislove A. Igeleke

Printed Name