

COLORADO GOVERNMENTAL SERVICES CONTRACT
For the
PUEBLO WEST METROPOLITAN DISTRICT
October 1, 2019 thru September 30, 2020

Steve Balcerovich and Kathleen Oatis, as registered Colorado contract lobbyists, shall represent the Pueblo West Metropolitan District (PWMD) before the Colorado General Assembly and the Executive Branch concerning state public policy issues of interest. This contract is for a term from October 1, 2019 through September 30, 2020.

Scope of Services Provided:

The aforementioned lobby team shall research, draft, and/or lobby any legislation before, during, and after the 2020 Colorado General Assembly, as deemed appropriate by the PWMD Board of Directors.

From January, 2020 through April, 2020, and thereafter as needed, the lobby team shall communicate with the PWMD's designated representative on at least a bi-weekly basis regarding contract services to include, but not limited to, researching existing statutes and working with the client to determine suggested reforms; designing legislative strategies to achieve the district's goals; working with Legislative Legal Services in the drafting of any such potential legislation; educating both the Senate and House sponsors about the issues; and securing support from all legislators and the Governor's office for any initiated legislation.

In addition, the lobby team will analyze and monitor all interim committee activities and legislation introduced during the 2020 Colorado General Assembly which may affect PWMD.

The lobby team certifies that the lobby team shall comply with the provisions of CRS 8-17.5-101, et seq. The lobby team shall not knowingly employ or contract with an illegal alien to perform work under this public contract or enter into a contract with a sub-contractor that fails to certify to the lobby team that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract. The lobby team represents, warrants and agrees that it (i) has confirmed the eligibility of all employees who are newly hired for employment to perform work under this public contract through participation in the e-verify program or the department program. The lobby team shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the lobby team fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the District may terminate this contract for breach of contract, and the lobby team shall be liable for actual and consequential damages to the District. The lobby team is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this public contract is being performed.

All financial obligations of the District under this Agreement are contingent upon funds for that purpose being budgeted and appropriated by the District on or before December 31 of the prior calendar year. Failure to budget and appropriate such funds by December 31 for any subsequent calendar year shall constitute an event of non-appropriation. In the event of non-appropriation, the District or The lobby team may terminate this Agreement upon thirty (30) days prior written notice given to the other party.

Fee for Services Provided:

The fee for services shall be \$3,000.00 per month. A detailed invoice will be sent after each month of work performed. The lobby team will pay any reasonable expenses related to this agreement.

Approval of Contract:

September _____, 2019 _____
Kathleen Oatis, Lobbyist

September _____, 2019 _____
Steve Balcerovich, Lobbyist

September _____, 2019 _____
Doug Proal, President Pueblo West Metropolitan District

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