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April 4, 2017

VIA U.S. MAIL AND EMAIL

Mike Futrell
City Manager
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

REVIEWED

By: _____

By: _____

By: _____

Date: _____

Re: Engagement Letter

Dear Mr Futrell:

We thank you for the opportunity to represent the City of South San Francisco, California with respect to public policy matters in Congress and the Executive Branch related to the following matters: authorizing and funding a study of sea level rise and monitoring, and potentially assisting with obtaining funding for, Caltrain electrification and the Department of Housing and Urban Development, Community Development Block Grant program.

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which we practice law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). The engagement agreement is designed to address our responsibilities to each other and to outline for you certain important matters that are best established early as we form an attorney-client relationship with you in this matter.

Based on our current understanding of the proposed representation the fee for the representation described in this engagement agreement will be \$60,000, plus disbursements in a total not to exceed the amount of \$74,000 for 2017. The fees will be billed in monthly installments, along with disbursements, payable within 30 days of the date of each monthly statement.

Any of the following alternative methods for acceptance of this engagement agreement will be effective: (i) signing and returning the copy of this letter that is enclosed for that purpose, or (ii) assigning us work, including continuing any previous assignment of work, or (iii) sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. However, even if you accept this engagement agreement by methods (ii) or (iii), we would appreciate it if you would confirm your acceptance by countersigning the enclosed copy of this letter and returning it to me. If you do not agree with one or more of the provisions of the engagement

46 Offices in 21 Countries

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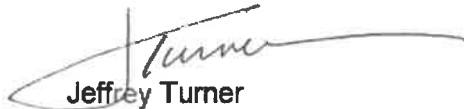
Please visit squirepattonboggs.com for more information.

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agreement, please contact us so that we can try to address your concerns. If we do not receive a written objection within two weeks, you will be bound by this engagement agreement (although, as explained in the attached Standard Terms, you can terminate our services at any time). Of course, if you have any questions or concerns regarding the foregoing, please call me.

Very Truly Yours,

Squire Patton Boggs (US) LLP

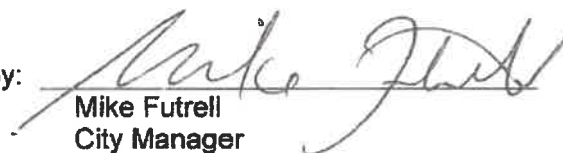

Jeffrey Turner



Carolina Mederos

**Letter and Standard Terms Accepted,
Including section on "Conflicts of Interest"**

City of South San Francisco

By: 
Mike Futrell
City Manager

Date: April 14, 2017

Approved as to form

Date: 4/13/17

Enclosure

By: 
City Attorney