

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 21st day of February 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Schultz Public Affairs, LLC, located at 8633 East 55th Avenue, Denver, Colorado 80238, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached scope of work attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall from the date of the agreement through May 31, 2017.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services: one hundred and fifty dollars per hour, not to exceed 10 hours per week for an amount not to exceed twenty thousand dollars (\$20,000.00). Billing shall occur on a monthly basis.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor

acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages

arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and

materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a

period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Manager's Office
Contact: Jeanne Shreve
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado
Phone: 720-523-6847
E-mail: jshreve@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6049
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Schultz Public Affairs, LLC
Contact: Eliza Schultz
Address: 8633 East 55th Avenue

City, State, Zip: Denver, Colorado 80238
Phone: 720-732-0217
E-mail: eliza@schultzpa.com

- 12.9. Integration of Understanding: This Agreement contains 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 the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Todd Leopold

Todd Leopold
County Manager

2/21/17
Date

Schultz Public Affairs, LLC

Eliza Schultz
Signature

2/21/17
Date

Eliza Schultz
Printed Name

Founder
Title

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form: D. Eckert
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2017,

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Schultz Public Affairs, LLC
Company Name


2/21/17
Date


Signature

Eliza Schultz
Name (Print or Type)

Founder
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

 ADAMS COUNTY COLORADO	APPENDIX F SINGLE, EMERGENCY, OR COOPERATIVE SOURCE FORM <i>(Use this form for requests over \$5,000 and for items/services not on Appendix E)</i>	Approval Date 10/31/12
	DIVISION AND POLICY NUMBER PURCHASING	Revision Date 05/01/15

REQUESTED BY (Name): Geneva Apodaca, Executive Assistant DATE: Jan 31, 2017

SUPPLIER & COMMODITY OR SERVICE: Eliza Shultz; Public Affairs, LLC

APPROVED BY (Mgr. or Elected Official): Raymond H. Gonzales, Deputy County Manager *RHG* YEAR: 2016; \$20,000

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of Adams County.	<input type="checkbox"/>
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to Adams County.	<input checked="" type="checkbox"/>
3. Emergency purchases where the well being of the citizens, employees or County property may be endangered if the purchase is delayed.	<input type="checkbox"/>
4. Adams County currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or elected officials function.	<input type="checkbox"/>

Please Note: Use of this form is required for items/services not already preapproved by the BOCC (Appendix E), and requires the approval of the Elected Official, Department Director, Purchasing Manager, Adams County Manager, or the BOCC in accordance with the value of the purchase and Adams County (see Policy #1010).

The Department/Elected Official must provide written justification (including total cost) to Purchasing for review and forwarding to Adams County Manager, who may request BOCC approval. Attach additional sheets as required.

Due to the recent resignation of our legislative liaison, Adams County is in need of an experienced consultant who can serve as the administrative point of contact between our State/Federal Lobbyist and County Administration during the 2017 State Legislation session. Since this work is unique in nature and requires specialized experience in the area of legislation affairs, Adams County identified Eliza Shultz as a consultant who can fill in on a temporary basis as the County goes through the recruitment process. Eliza Shultz has 7 years experience in Colorado and has the capacity to assist through this short term transition period.

Request is:

Approved Denied

Purchasing Agent: *Kim Roland* Date: *2/9/17*

Approved Denied

Purchasing Manager: *[Signature]* Date: *2/9/17*

Approved Denied

County Manager: *[Signature]* Date: *1/31/17*

Comment:



- Worked with the Joint Budget Committee to find compromise for the state budget

COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT Jan 2012 – November 2015
Legislative Liaison

Responsible for all aspects of developing and directing legislative agenda with follow-through for full implementation of new laws. Facilitated discussion and debate with varied stakeholders, including legislators, on complex issues and navigated policy through the legislative and regulatory process.

- Lobbied, built relationships, problem solved, and organized information/educational opportunities for legislators, including monitoring over 120 bills each session.
- Updated department leadership and relevant staff on the legislative session.
- Coordinated legislative affairs with Governor Hickenlooper's administration and other executive departments.
- Researched and developed fact sheets and other materials to promote CDPHE priorities.
- Regularly presented and facilitated for meetings with stakeholders, the National Governor's Association, Association of State and Territorial Health Officials and other organizations.
- One of two national legislative liaisons as member of the Association of State and Territorial Health Officials' national Environmental Health Committee.

MILES CONSULTING, GOVERNMENT RELATIONS September 2009 – December 2011
Associate

Advised and supported clients in developing plans for legislative agendas, strategic relationships, community outreach and coalition building. Represented clients on a wide range of policy issues including: mental health, oral health, community health, public health, environmental health, women and children. Monitored and lobbied budget priorities for multiple state agencies.

COLORADO STATE SENATE January 2009 – August 2009
Advisor to Senate President Brandon Shaffer

Managed constituent communications, prioritized and scheduled calendar and facilitated office operations. Researched and assisted in development of legislative agenda.

DEMOCRATIC SENATE CAMPAIGN FUND May 2008 – November 2008
Deputy Director

Aided in opposition research, development of direct mail programs, events, websites, budgets and field plans for targeted state senate races. Crisis management consultant for struggling campaigns. Lead donor research.

EDUCATION

BACHELOR OF ARTS, POLITICAL SCIENCE
MINOR PRE-LAW, LEGAL STUDIES, MUSIC

University of Northern Colorado
December '07

CERTIFICATIONS

ACTIVITIES & INTERESTS

- LEAN Process Improvement
- Conflict Resolution
- Essential Facilitation
- Scuba
- Enjoys travel, outdoor sports and activities, reading, music and is fine food enthusiast.
- Loves to spoil her two dogs, Clementine and Lucy.





ELIZA SCHULTZ

720-732-0217 eliza.schultz@gmail.com

Consistently high performing, results-oriented, independently driven professional with proven success in government relations and political strategy consulting. Focus on creating and executing measurable policy results. Experience spans non-profit and government representation as well as campaign consulting. Excels at facilitating complex stakeholder processes to achieve desired results. Proficiencies include:

- Creating strategic multi-channel, integrated campaigns, focused on policy outcomes.
- Developing strategic plans for legislative agendas, building relationships, consensus building, community outreach, stakeholder engagement, positions on policy and prioritization.
- Maintaining a skilled balance between overall policy objectives and details.

KEY ACCOMPLISHMENTS

Prepared the Lieutenant Governor, Donna Lynne, for confirmation meetings and hearings.	Result: A new Lieutenant Governor was confirmed for the first time in over 25 years.
Managed a team of 16 liaisons, coaching them through the legislative process	Result: Agencies accomplished their policy goals and passed over 70 bills.
Emergency response for the Animas River spill as acting PIO for the Water Quality Control Division	Result: Successful communication to the public with coordination of joint press releases with impacted communities throughout the emergency
Lead lobbyist for a bill to secure \$5m for Long-Acting Reversible Contraceptives	Result: The bill was ultimately unsuccessful; however there was national attention and the initiative passed as a budget item for the FY16-17.
Advocated for CDPHE during the 2013, 2014 & 2015 sessions.	Result: Achieved successful awareness and important passed policy as well as defending against hostile policy.

PROFESSIONAL EXPERIENCE

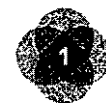
GOVERNOR JOHN W. HICKENLOOPER

November 2015-July 2016

Deputy Legislative Director

Responsible for developing the legislative agenda with all executive agencies and managed a team of 16 legislative liaisons. Policy portfolio included: energy, environment, natural resources, regulatory matters, education, health, public health, human services, and corrections.

- Successfully intervened in behalf of departments who were struggling to find compromise with stakeholders.
- Briefed the Governor on a daily basis, was a member of senior staff, presented at cabinet meetings with all cabinet members.
- Recommended policy positions to the Governor including bill vetoes and signatures.
- Developed briefing materials for senior staff, the Governor, the Lieutenant Governor and cabinet members.
- Represented the Governor at events, stakeholder meetings, and with legislators.





ADAMS COUNTY
COLORADO

Finance Department
4430 South Adams Parkway, Brighton, CO 80601
Phone 720.523.6052 Fax 720.523.6058

TO: Note to File

FROM: Jennifer Tierney, Contract Administrator 

DATE: February 9, 2017

SUBJECT: Sole Source for Eliza Schultz

After further discussion with Gabe Rodriguez, with the very limited amount of time the county had before 2017 legislative session, it was very difficult to find other consultants to provide proposals for the work to be done. I believe the sole source is justified to get the county through this critical time period.