

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 2 day of January 2017⁸, 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 Sherman & Howard L.L.C., located at 633 17th Street, Suite 3000, Denver, Colorado 80202, 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 RFP 2017.624 and the Contractor's response to the RFP 2017.624 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 be for one-year from the date of Agreement execution.

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, hourly rate of three hundred ninety-five dollars and zero cents (\$395.00), with a not to exceed amount of twenty-two thousand three hundred twenty-five and zero cents (\$22,325.00).

- 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 Criminal Justice Coordinating Council
Contact: Debbie Allen
Address: 150 North 19th Avenue
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6332
E-mail: Dallen@adcogov.org

Department: Adams County Purchasing
Contact: Shawn Hartmann
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6279
E-mail: Shartmann@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: Sherman & Howard L.L.C.
Contact: Mark W. Williams Esq.
Address: 633 17th Street, Suite 3000
City, State, Zip: Denver, Colorado 80202
Phone: 303.299.8211
E-mail: Mwilliams@shermanhoward.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.

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

County Manager

[Signature]

Raymond H. Gonzales

2 Jan 2018

Date

Sherman & Howard L.L.C.

[Signature]

Signature

12/21/17

Date

MARK W. WILLIAMS

Printed Name

EQUITY MEMBER

Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]

Deputy Clerk

Approved as to Form:

[Signature]

Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF DENVER)

STATE OF COLORADO)SS.

Signed and sworn to before me this 21 day of DECEMBER, 2017,

by Joanna Pearl Bliahu-Robarge

[Signature]
Notary Public

JOANNA PEARL BLIAHU-ROBARGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144019038
MY COMMISSION EXPIRES MAY 8, 2018

My commission expires on: MAY 8, 2018

The logo for Sherman & Howard is centered on a dark, textured background. It features the company name "SHERMAN & HOWARD" in a white, serif font, flanked by two horizontal white lines. Below the name, the tagline "ESTABLISHED EXCELLENCE" is written in a smaller, white, sans-serif font.

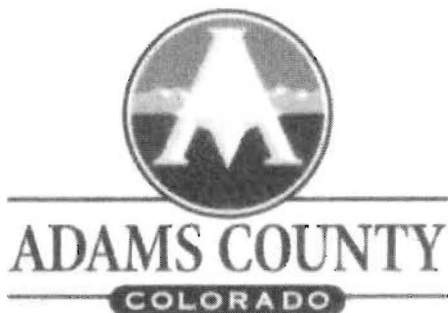
SHERMAN & HOWARD

ESTABLISHED EXCELLENCE

Sherman & Howard
Response to
Adams County
Request for Proposal for
Intergovernmental
Agreement
Planning and Review

RFP-SPH-2017.624

July 27, 2017



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL COVER SHEET

RFP Issue Date: JUNE 29, 2017
RFP Number: RFP-SPH-2017.624
RFP Title: **INTERGOVERNMENTAL AGREEMENT PLANNING AND EXECUTION**
RFP Questions Due: JULY 7, 2017 3:30 PM MT
Proposal will be received until: JULY 28, 2017 2:00 PM MT, Our Clock
4430 South Adams County Parkway, Front Lobby
Brighton, CO 80601

For additional information please contact: SHAWN HARTMANN, Contract Specialist II
720-523-6279

Email Address: SHARTMANN@adcogov.org

Documents included in this package:

Proposal Instructions	Contractor's Certificate of Compliance
General Terms and Conditions	Contractor's Statement
Scope of Work (SOW)/ Specifications	Reference Form
Pricing Form	Term of Acceptance Form
Submission Form	Appendix A – Sample Agreement
Statement of No Bid	

If any of the documents listed above are missing from this package, contact Adams County Purchasing. If you require additional information, call the Purchasing Division contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal, (3) the Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this Solicitation, and (4) the Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of 120 calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Contractor: Sherman & Howard L.L.C. Fax: 303.298.0940
Address: 633 Seventeenth Street, Suite 3000 City/State: Denver, Colorado Zip: 80230
Contact Person: Mark W. Williams, Esq. Title: Equity Member Phone: 303.299.8211
Authorized Representative's Signature:  Phone: 303.299.8211
Printed Name: Mark W. Williams Title: Equity Member Date: July 23, 2017
Email Address: mwilliams@shermanhoward.com

Table of Contents

Response to Adams County Request for Proposal Tab 1

Appendices

Submission Form Appendix A

Contractor’s Certification of Compliance Appendix B

Contractor’s Statement Appendix C

Reference Form Appendix D

Terms of Acceptance Form Appendix E

Pricing

Pricing Form 2017.624 Separate Sealed Envelope

Response to Request for Proposal for Intergovernmental Agreement Planning and Review

Executive Summary *The executive summary should give in brief concise terms a summation of your submittal. Identify the points that make your firm uniquely qualified for this engagement.*

We have thoroughly reviewed the request for proposal and we can accomplish the County's needs within the timeline and with the deliverables you require. We have experience in the type of agreement and deliverables requested, and our in-depth and broad experience allows us to meet the County's objectives.

Beyond Sherman & Howard's ability to provide seasoned legal advice and experience, we believe that our approach to client service sets us apart. At the core of Sherman & Howard's client service philosophy is our commitment to communication and accessibility. Sherman & Howard has successfully developed a process for organizing teams of attorneys and other professionals around a specific client's legal, business and industry needs, timeline and budget. These teams are prepared to respond faster, proactively identify opportunities and issues that may impact the County and offer superior client service because of their ability to share information and offer more comprehensive services.

As counsel to the County, we will employ a technical approach targeted to ensuring the timely completion of time-sensitive duties: drafting and revising quality documents; and thorough vetting of projects to ensure compliance with legal requirements and restrictions. Through our long history as counsel to public entities, we have developed institutional knowledge and professional relationships that allow us to coordinate communications among the County and its advisors with ease. We will continue to keep abreast of important issues facing the County, track changes to relevant statutes, attend relevant public meetings and keep lines of communication with the County and its staff open. We will also work with other counsel to ensure the obligations of the County are met and assist in legal matters as they come to the attention of County staff.

With respect to ensuring completion of time-sensitive duties in accordance with project timelines, our practice is to promptly establish a schedule, distribute timetables designating parties responsible for specific tasks, and hold to those timetables unless unavoidable circumstances cause delays. We work with all responsible parties to ensure adherence to the schedule while maintaining sufficient flexibility to accommodate unexpected circumstances.

The Firm has invested in technology and resources that allow our lawyers to produce high-quality draft documents quickly and efficiently. Our team is supported by a staff with excellent computer and time management skills, with access to word processing, document management systems, electronic document depository systems and communications equipment and accustomed to delivering lengthy legal documents in a timely manner on a 24-hour basis. All team members have immediate access to client

files through our sophisticated networks and respective data bases. Through our document management system, we are able to create dated and numbered versions of documents and quickly, easily and accurately display and track changes between versions.

In order to meet the requirements of the County, our attorneys will make themselves available physically, by phone and by e-mail during working hours, after working hours and during weekends and holidays to deal with issues as they arise. We will give County matters the highest priority and assure that staff and production resources are available on an ongoing basis to ensure that deadlines are met.

Our approach will be to assign work to the attorney whose experience and knowledge will allow the services to be performed most effectively and efficiently. The factors involved in assignment include the experience and billing rates of our attorneys, the complexity of the matter, and the potential financial exposure to the County. The team leader's knowledge as to the availability and capability of team members is critical to how we will coordinate our services to you. It will be the team leader's responsibility to make other team members available for consultation and meetings as requested by the County.

Team members are committed to attend County meetings in person and address the ABOR Board as requested. We will also communicate regularly with County staff and handle requests for information at the time of the request whenever possible. We will be available by telephone on a 24-hour basis through the use of mobile phones, wireless devices, and other means of communication and are happy to help whenever needed. Appropriate phone numbers for team members will be provided and updated as necessary. We pride ourselves in our ability to respond promptly and commit to create and meet timelines, analyze bond financings and related agreements, and respond to various inquiries within 24-hours or less.

Profile of the Firm - *State whether your firm is local, national, or international. Also include the following for the office this work would originate from:*

a. Size of the Firm and size of local office (if applicable);

Sherman & Howard L.L.C. was founded and is headquartered in Denver, Colorado. The firm has over 190 attorneys nationwide with over 125 located in the Denver office.

b. Location of the office, where the work on this engagement is to be performed

The attorneys assigned to this project are located in Sherman & Howard's Denver office at 633 Seventeenth Street, Suite 3000, Denver, Colorado 80202.

c. Number and nature of the professional staff to be assigned to the project on a full-time basis.

Three attorneys will be assigned to the County for purposes of this engagement including Mark Williams, Greg Ramos, and Cody Barela. Their professional biographies can be found in section e.

d. Number and nature of staff to be assigned to this project on a part-time basis.

Sherman & Howard is not formally assigning any staff to this project as the work will be done by the attorneys; however, should the attorneys need assistance we have ample staff that can be called upon at any time to assist them with the County's needs.

e. Identify the supervisory and management staff who will be assigned to the engagement. Provide resumes for each person that will be assigned to this engagement.

Our approach to projects assigned by the County would be to designate Mark Williams as the attorney responsible for the day-to-day work on County projects. Mark will perform required tasks with assistance from Greg Ramos, Cody Barela, Matt Gray, and coordinate tasks with the other team members as needed. Other members of the corporate and public finance groups will be available for particular questions in their fields of expertise.

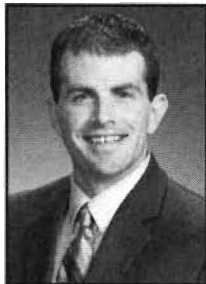


Mark Williams is a Member of one of the largest litigation practices in the West and draws on more than 30 years in the practice of law to support and advocate for the business interests and legal rights of clients – large national and international corporations, regional interests and entrepreneurial ventures – in wide ranging litigation, general business, and transactional matters. He serves as trial counsel and advisor on large dollar, corporate governance, officer and director liability, business tort, commercial, financial institutions, and telecommunications, health care cases, in addition to advising clients on corporate governance and business strategy as well as legal audits, risk assessment, internal investigations and litigation analysis. Because of his experience, clients routinely ask Mark to negotiate and implement complex contracts. Mark is used to achieving contract resolution between multiple parties. Mark helps clients achieve solutions to business disputes by early evaluation and by creating strategies to achieve results. He advises clients on risk management issues that affect their lives and businesses, and helps them plan and manage those risks in a thoughtful and strategic manner – Mark believes that the better his clients manage risk, the

more successful they will be. He also helps clients achieve results in a manner which provides measures of economic predictability and value. Because of his trial experience, clients ask him to be both their trial lawyer when needed, but also their advisor to help them steer clear of risk and toward success in their dealings.



Greg Ramos is a Member in Sherman & Howard's Corporate and Business Department. He has more than 20 years of experience providing guidance to companies large and small in mergers and acquisitions, strategic business transactions, corporate governance matters, intellectual property matters, and commercial transactions. Greg regularly manages the legal review of the IT portfolios of his clients, including a Fortune 100 telecommunications company. He has also advised clients on high value and strategic intellectual property transactions, including the acquisition of strategic cloud-based business operations systems designed to manage over \$40 billion in annual revenues; a comprehensive product and patent license for interactive programming guide technology with a potential value of up to \$500 million; a \$5 billion licensing and equity transaction for consumer electronics middleware; hosting agreements for outsourced billing services generating annual fees of over \$150 million; and data sequestration agreements under which all communications of the company's senior most officers would be encrypted and sequestered for future retrieval.



Matthew Gray is a Member in the firm's Public Finance department. He has experience representing municipal and tribal issuers, underwriters, banks, and other participants in Public Finance transactions. He received his Juris Doctor, *summa cum laude*, from the University of Arizona James E. Rogers College of Law in 2006 and his Bachelor of Arts from Arizona State University in 2003. Matt currently serves as a Representative to House District 33 in the Colorado General Assembly. He is a member of the National Association of Bond Lawyers. Matt is committed to the Universities for the duration of our representation. Matt started his career at Sherman & Howard in 2006 and left to join the 17th Judicial District of Colorado as a Deputy District Attorney in 2012. He recently re-joined the firm in August 2016.



Cody Barela is an Associate in the Business and Corporate Department. Cody joined the firm after spending two years negotiating telecom and software license agreements for a multinational technology company. He also was a mechanical design engineer designing mechanical/HVAC/plumbing systems for Lockheed Martin facilities and preparing bids for government contracts before attending law school. Cody works with clients regarding contract, licensing agreements, intellectual property, technology transactions, mergers and acquisitions, corporate operations and general business matters.

f. Provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.

Complaints against lawyers and law firms are usually made to the Office of Regulation Counsel, which is under the jurisdiction of the Colorado Supreme Court. There have been no substantiated complaints in the last three years. The following litigation is currently outstanding against the firm. We have also included arbitration proceedings.

Khurana v. Sherman & Howard, filed on June 16, 2017, Case No. CV2017-9000 in the Superior Court of the County of Maricopa, State of Arizona. This is an action by a non-client who contends that the Firm aided and abetted its client in concealing a wrongful transfer of assets, and committed malpractice in preparing documents for a sale associated with the wrongful transfer. For some reason, the Plaintiff has not served the Complaint for well over a month. The Firm believes that the Plaintiff has no facts to back up his claims. It has also decided not to await service of the Complaint, and it has filed a Motion to Dismiss the Complaint for failure to state a claim.

Janssen v. Steven D. Miller, et al., filed November 29, 2016, Case No. 2016CV34376 in the District Court for the City and County of Denver. Plaintiff, a former client, alleges that the Firm should have provided advice to him regarding \$2.5 million in carryback financing that he independently decided to provide when he sold his business, and that is should have secured the loan, despite the facts that plaintiff had his personal counsel to advise him on such issues, and that the Firm actually advised him against providing the financing. This case is in its early discovery stages.

Sherman & Howard v. MusclePharm Corporation, Arbitration Case No. 2016-1873A before the Judicial Arbitrator Group, Denver, Colorado. The Firm brought an arbitration action to recover \$258,000 in attorney fees

owed by MusclePharm, which has filed an approximate \$4 million counterclaim because the Firm failed to raise an argument in resisting a motion for summary judgment in an insurance recovery action. MusclePharm has admitted that it knows of no court decision that has accepted the argument that it contends the Firm should have made. This case is currently set for a hearing on September 18-19, 2017.

Young v. The Wood Law Firm, P.C., Case No. 2016CV 69 in the District Court for El Paso County, Colorado. This is an action by a non-client against five law firms, including Sherman & Howard, for alleged conspiracy, aiding and abetting a breach of fiduciary duty, and fraud regarding the disposition of estate assets by the personal representative. The law firms filed motions to dismiss that the court granted on October 25, 2016. The plaintiff has appealed the dismissal.

RFC Two Eagles Partners, LLC, and RFC Sterling Creek Partners, L.P. v. Sherman & Howard L.L.C. and Curtis B. Sanders, Case No. 2015CV30101 in the District Court for Pitkin County, Colorado. This is an action by former clients for alleged negligence in a real estate transaction. They contend that they paid \$4 million for a piece of property that was worth only \$1.5 million because of a title defect. The Firm contends that it performed the limited tasks that the client requested in a proper manner, and that it was not engaged to address title issues. The Firm's motion to compel arbitration was granted by the court on May 22, 2016. After a delay of 13 months, Plaintiffs have recently decided to commence arbitration proceedings.

Walters v. Turner, et al., filed in late March 2015, Adversary Proceeding No. 15-1120-SBB in the U.S. Bankruptcy Court for the District of Colorado. This is an action against three law firms for alleged conversion of security interest, conspiracy, receipt of a fraudulent transfer, and receipt of a voidable preference. The claimants are non-clients. The law firms filed motions to dismiss that the Bankruptcy Court has recommended that the U.S. District Court grant on all but two claims against the law firms. The U.S. District Court has the recommendations under advisement. In response to the remaining two claims, the Firm has contended that it properly collected fees for representing its client and that the claims lack merit.

Provide documentation that satisfies the Required Document requests.

Please see the Table of Contents and attached Appendices for the Required Documents.

Provide documentation that satisfies the criteria to be evaluated.

Firms must demonstrate the following relationships and/or knowledge and/or work product:

1. Government (municipal, county and state).

Sherman & Howard attorneys also have extensive experience with governmental entities including intergovernmental agreements and memoranda of understanding, legislative drafting, statutory analysis, regulatory advice, securities and tax advice, election law, local economic development, extensive public finance experience including all aspects of financings and IRS audits. As a representative in the Colorado General Assembly, Matt Gray drafted and successfully sponsored legislation during this past session related to political subdivisions, including special districts and urban renewal authorities. Additionally, Public Finance Department lawyers have worked closely over decades with Colorado, Nevada, New Mexico and Nebraska governments to draft legislation and to implement new financing techniques, to be responsive to changes in the market and to take advantage of opportunities presented.

2. Criminal justice (must understand the working relationships as well as roles and responsibilities between municipal, county, district and state criminal justice agencies).

Sherman & Howard's attorneys have extensive experience with the criminal justice system. They have handled cases involving municipal, county district and state criminal justice agencies. We have a keen understanding of the relationships between law enforcement and other governmental agencies. This knowledge is a critical competency for this project which will allow us to successfully complete this project for the County.

3. Public health (must be inclusive of behavioral health).

Sherman & Howard attorneys have extensive experience counseling, strategizing, and advocating for healthcare providers and related entities. Our attorneys have been working with healthcare clients for decades on state and federal regulatory, compliance, payor, reimbursement, licensure, disciplinary, general business, litigation, employee benefits, tax, employment, intellectual property and immigration issues. Recently, our healthcare attorneys have assisted a community mental health center with revising its HIPAA Privacy Policies to reflect changes in Colorado mental health laws and its substance use disorder records policies to reflect the 2017 changes in 42 CFR Part 2. They also assist clients who provide mental health, behavioral health, and substance use disorders services to patients,

including to minors, on operational matters associated with disclosure of such patient health information. This competency is, again, one that will allow us to successfully complete this project.

4. For- and non-profits (including hospitals).

Sherman & Howard's attorneys have substantial experience representing nonprofit, charitable and for profit entities including hospitals on a variety of issues and ensuring compliance with all federal, state, and local laws. We have advised hospitals including nonprofit, for-profit and faith-based hospitals on a variety of issues including regulatory advice, compliance trainings, regulatory advice, financing and tax issues, labor and employment and employee benefits, as well as Medicare and Medicaid issues.

5. Data and security.

Sherman & Howard attorneys are well-versed in data security and privacy practices assisting clients on legal issues that arise in every facet of business across a broad range of industries (including banking, retail, healthcare, hospitality, media and many others). Our information technology lawyers regularly address proactive methods for protecting and ensuring the integrity of sensitive data, including personal information. Our team of transactional and healthcare attorneys, as well as litigators provides counseling and litigation representation to companies and organizations regulated by various agencies and covered by myriad laws, including notice statutes and consumer and privacy protection laws.

6. Information sharing governance structure (must show an understanding of national justice and public health information sharing standards as well as specific regulations, i.e., Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), Title 45, Code of Federal Regulations Parts 160, General Administrative Requirements, 162, Administrative Requirements and 164, Security and Privacy.

Sherman & Howard understands the County's desire to create a dashboard that will be of great value to the "justice information sharing community." We understand the challenges facing the creation of such a dashboard given the necessity of making the dashboard compliant with relevant regulations including CJIS and HIPAA and other security and privacy laws.

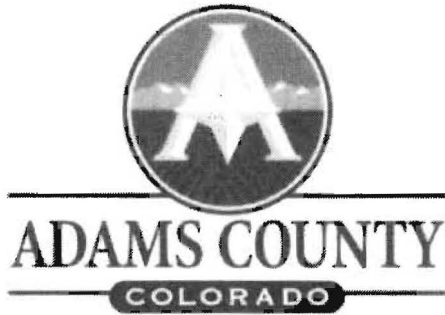
7. Title 24, of the Colorado Revised Statutes, Colorado Open Records Act (CORA) and the Colorado Criminal Justice Records Act (CJRA).

Our attorneys have experience making and responding to CORA and CCJRA requests. We have worked with private entities to ensure that the limitations in those two acts are properly applied and that confidential or proprietary information is not released to the public.

Conclusion

We believe our Firm is most qualified to provide the services as the County's legal counsel for the Intergovernmental Agreement Planning and Review based on the County's stated selection criteria described. We are experienced in working with multiple government agencies, and in crafting inter-governmental agreements, focusing on making them workable and efficient in process, while also ensuring that the proper risk management provisions are included.

At the core of our client relationships are experienced practitioners who are readily available. Based on our extensive experience with governmental entities and data and security law we will be able to provide the depth of representation that the County is seeking while offering efficient services and charging competitive rates.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

REQUEST FOR PROPOSAL SUBMISSION FORM

SUBMISSION: It is imperative you address your submittal envelope as follows:

Mailing Address:

Adams County Government Center
Purchasing Division C4000A
4430 South Adams County Parkway
Brighton, CO 80601

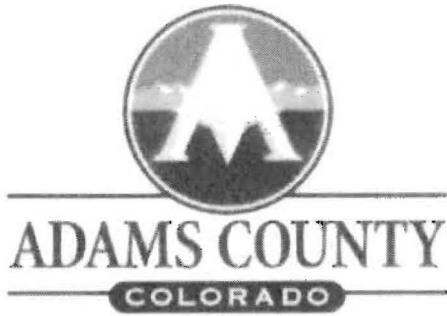
ATTN: SHAWN HARTMANN
Contract Specialist II
RFP-SPH-2017.624

Hand Deliveries accepted:

Adams County Government Center
First Floor Central Lobby Receptionist
4430 South Adams County Parkway
Brighton, CO 80601

ATTN: SHAWN HARTMANN
Contract Specialist II
RFP-SPH-2017.624

- Does your Proposal comply with all the terms and conditions of this Solicitation?
If no, indicate exceptions. YES NO
- Does your Proposal provide proposed revisions to the attached Sample Agreement and identified on the
Term of Acceptance Form? YES NO
- Does your Proposal meet or exceed all specifications, including minimum service
requirements? If no, indicate exceptions. YES NO
- Requirements met and response included? YES NO
- May any other governmental entity avail itself of this Agreement and
purchase any and all items specified? YES NO
- Have all the addendums been acknowledged and enclosed? YES NO
- Original and the number of copies specified enclosed including electronic copy? YES NO
- Has a duly authorized agent of the contractor
signed the cover sheet? YES NO
- Is pricing form enclosed in a separate sealed envelope? YES NO



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
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 Agreement for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or Agreement with an illegal alien who will perform work under the attached Agreement 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 Agreement for services.

Sherman & Howard L.L.C.
Contractor Name

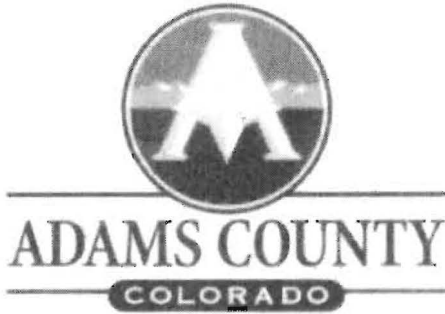
Mark W. Williams, Esq.
Printed or Typed Name

Signature

Equity Member
Title

07/26/17
Date

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 Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
CONTRACTOR'S STATEMENT**

I have read and fully understand all the conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted. N/A

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda (list all): N/A

Sherman & Howard L.L.C.

Contractor Name

Date

07/26/17

Signature

Mark W. Williams, Esq.

Printed Name

Equity Member

Title

633 Seventeenth Street, Suite 3000,

Address

Denver, Colorado 80202

City, State, Zip Code

Denver

County

303.299.8211

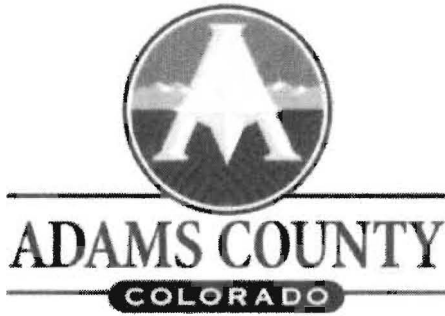
Telephone

303.298.0940

Fax

mwilliams@shermanhoward.com

Email

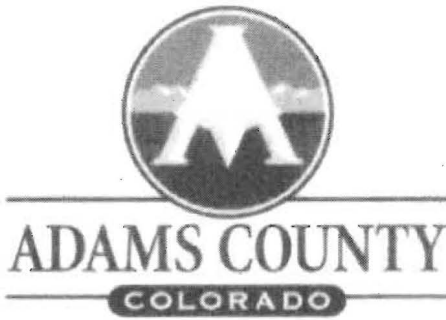


Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
REFERENCE FORM**

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor has provided similar projects:

Company Name	<u>Ardent Mills</u>
Address	<u>1875 Lawrence Street, Denver, CO 80202</u>
Reference Name	<u>Douglas G. Barkema, General Counsel</u>
Reference Email Address	<u>doug.barkema@ardentmills.com</u>
Telephone Number	<u>720.726.8876</u>
Project Name	<u>ERP Project</u>
Value	<u>\$ Confidential</u>
Company Name	<u>Charter Communications</u>
Address	<u>12405 Powerscourt Drive, St. Louis, MO 63131</u>
Reference Name	<u>Mike Marshall, Director and Counsel-Operations</u>
Reference Email Address	<u>mike.marshall@chartercom.com</u>
Telephone Number	<u>314.394.9882</u>
Project Name	<u>Ongoing IT and Privacy legal advice</u>
Value	<u>\$ Confidential</u>
Company Name	<u>United Power</u>
Address	<u>500 Cooperative Way, Brighton, CO 80603</u>
Reference Name	<u>John Parker, Interim-Chief Executive Officer</u>
Reference Email Address	<u>jparker@unitedpower.com</u>
Telephone Number	<u>303.637.1219</u>
Project Name	<u>General Counsel Advice including Cyber Security</u>
Value	<u>\$ Confidential</u>



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
TERM OF ACCEPTANCE FORM**

Request for Proposal # SPH-2017.624

I, on behalf of the Contractor identified below, hereby certify that I have read a copy of the sample Agreement attached to the RFP and understand the terms and provisions contained in that Agreement. I further hereby certify that it is the Contractor's intent to comply with each and every term and provision contained in the sample Agreement and propose no modifications to the sample Agreement except as follows:

1) Please see the attached page for a proposed modification to Paragraph 10 "Warranty."


2) _____

3) _____

I understand that the modification stated above, if any, are offered for discussion purposes only and that Adams County reserves the right to accept, reject or further negotiate any and all proposed modification to the sample Agreement.

Sherman & Howard L.L.C.

Contractor Name


Authorized Signature

Mark W. Williams

Printed Name

Equity Member

Title

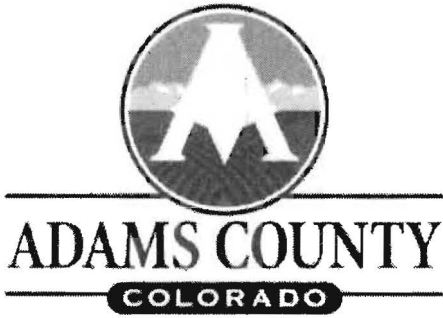
07/26/17
Date

Agreement Modification

The only requested change to the sample agreement is as follows. We ask to remove Paragraph 10 “Warranty” and replace it with the following language:

“We warrant that all activities and work will be undertaken in compliance with the standards set forth in the Colorado Rules of Professional Conduct and applicable Colorado case law.”

Our reasoning for this request is that the above standard is what Colorado law requires attorneys to abide by. As such, for your sake and ours, we ask that this standard be included and the forum clause removed.



Adams County Finance Department
Purchasing Division
4430 South Adams County Parkway
Brighton, Colorado 80601

**REQUEST FOR PROPOSAL
PRICING FORM: 2017.624 (Submit in
separate sealed envelope)**

Please be aware that funding for this project is being provided from a Federal Grant

HOURLY UNIT PRICING:

<u>Three Hundred Ninety-Five Dollars</u>	<u>\$395*</u>
Written Amount	Dollars

Travel if Applicable (i.e. Meetings)

<u>Zero Dollars</u>	<u>\$0.00</u>
Written Amount	Dollars

Miscellaneous Expenses

<u>Not to Exceed Five Hundred Dollars</u>	<u>\$500 – Not to Exceed**</u>
Written Amount	Dollars

*When Sherman & Howard originally submitted pricing for this request, we agreed to \$17,750 or 45 hours total for the project. However, within the RFP, two new areas were added including "Provide IT strategic planning for the here and now and the future" and "Advise on the governance relationship between government and non-government entities." With these two additional areas, we are submitting a total of 55 hours at \$395 per hour for a total of \$21725.

**Miscellaneous expenses include copying (\$.13 for black and white and \$1.00 for color copies), binding, FedEx expenses, courier charges and similarly related expenses not to exceed \$500 total.