

**ADAMS COUNTY, COLORADO
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 10th day of January 2018, 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 **ELIZA SCHULTS D.B.A. SCHULTZ PUBLIC AFFAIRS, LLC**, located at 8633 E. 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. To provide state lobbying and advisory services and shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services per **Attachment A**, at the end of this document. 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, as referenced in Section 1 above.

3. TERM:

- 1.1. **Term of Agreement:** The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 1.2. **Extension Options:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

2. 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, in an amount of **fifty-two thousand dollars and no cents (\$52,000.00)**.

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.

4. **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.**

5. **NONDISCRIMINATION:** 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. If applicable, 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.

5.1. 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.

6. **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.

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

- 7.1. **Commercial General Liability Insurance:** *Not Required for this Agreement.*
- 7.2. **Comprehensive Automobile Liability Insurance:** *Contractor should carry automobile insurance for her own vehicle as required by Colorado law.*

- 7.3. Workers' Compensation Insurance: *If applicable, Contractor should carry insurance as required by law.*
- 7.4. Professional Liability Insurance: *Not required for this Single Source Agreement. If the Contractor carries liability insurance, information regarding such coverage should be provided to the County.*
- 7.5. Adams County as "Additional Insured": *Not Required for this Single Source Agreement.*
- 7.6. Licensed Insurers: *Not Required for this Single Source Agreement.*
- 7.7. Endorsement: *Not Required for this Single Source Agreement.*
- 7.8. Proof of Insurance: *Not Required for this Single Source Agreement.*

8. TERMINATION:

- 8.1. 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.
- 8.2. 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.

9. MUTUAL UNDERSTANDINGS:

- 9.1. 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 in Adams County, Colorado.
- 9.2. 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. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, *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).
- 9.3. 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.

- 9.4. Record Retention: *Not Required for this Single Source Agreement.*
- 9.5. 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. *Contractor may utilize other professionals to perform work contemplated in the Single Source Agreement.*
- 9.6. 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.
- 9.7. 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.
- 9.8. 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:

County:

Department: Adams County Office of Regional Affairs
Contact: Adam Burg, Legislative and Regional Affairs Administrator
Address: 4430 South Adams County Parkway, Suite 5309
City, State, Zip: Brighton, Colorado 80601
Office Number: 720.523.6828
Email: aburg@adco.gov

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

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

Contractor:

Company: Eliza Schultz d.b.a. Schultz Public Affairs, LLC
Contact: Eliza Schultz
Address: 8633 East 55th Avenue
City, State, Zip: Denver, Colorado 80238
Office Number: 720.732.0217
E-mail: Eliza@SchultzPA.com

9.9. 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.

9.10. 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.

9.11. 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.

10. AMENDMENTS, CHANGE ORDERS OR EXTENSION:

10.1. 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.

10.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

11. 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:

11.1. 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.

11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

11.3. 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.

11.4. 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.

- 11.5. 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.
- 11.6. If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. 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).
- 11.8. 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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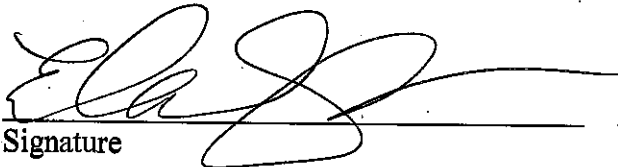
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

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

January 9, 2018
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

Signature Page

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

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: 

Raymond H. Gonzales, County Manager

10 Jan 2018

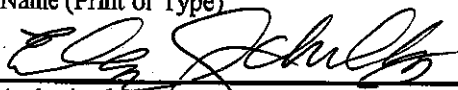
Date:

**CONTRACTOR
ELIZA SCHULTS D.B.A.
SCHULTZ PUBLIC AFFAIRS, LLC**

By:

Eliza Schultz

Name (Print or Type)



Authorized Signature

January 9, 2018

Date:

Founder

Title

Attest:

Stan Martin, Clerk and Recorder



Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: 

Attorney's Signature

NOTARIZATION

COUNTY OF Adams)

STATE OF Colo)

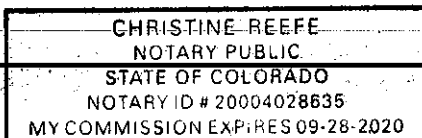
)SS.

Signed and sworn to before me this 9th day of January, 2018,

by 

Notary Public 

My commission expires on: Sept. 28, 2020



SSA #2018.309

Eliza Schultz d.b.a. Schultz Public Affairs, LLC

ATTACHMENT A

Scope of Services

The Contractor is being contracted solely to provide state lobbying and advisory services during the legislative sessions and shall be responsible for performing the following scope of work described below, but not limited to.

- Screens introduced bills and provide (electronically) a bill summary of those impacting, identified, and agreed upon issues. The County's Regional Affairs Department will be lead in managing the bill list, and the County Lobby Team will contribute, participate, and screen the list.
- The Contractor will be responsible for as the need arises, learning, updating, and informing the County's Regional Affairs Department of pertinent State of Colorado regulatory changes that directly impact the County. The County's Regional Affairs Department will be responsible for identifying regulatory interests.
- The Contractor will be responsible for answering questions arising from proposed legislation, and advising both the Board of Commissioners and Regional Affairs Department on positions, and strategy for such legislation, in a coordinated way.
- Responsible for advising both the Board of County Commissioners and the Regional Affairs Department of the political dynamics surrounding identified issues and provides candid information regarding reasonable expectations in a coordinated way.
- The Contractor will actively advocate the County's position to the General Assembly, and other interested groups, once the Board of County Commissioners takes a position on priority bills.
- Be a point of contact for the Regional Affairs Department for state legislators, state regulators, and other stakeholders.
- The Contractor will be responsible for updating the Board of County Commissioners at a minimum of two (2) times per month, unless mutually agreed upon by the Regional Affairs Department and the County Lobby Team.

Confidentiality and Work Product

All services performed under this Agreement will be conducted solely for the benefit of Adams County and will not be used for any other purpose without express consent.

The Contractor shall preserve the confidentiality of all documents, business information, and other data accessed for use in the performance of this Agreement.

Outside Business Interests- Services Not Exclusive:

During the term of the Agreement, the Contractor's retention is not exclusive to the County, and the Contractor shall devote the amount of working time, attention, energy and skills, as may be required, for the performance of the services described in the scope of work.

During the term hereof, the Contractor may have other business interests, and may engage in any other business, trade, profession or employment on her own account, or in partnership with or as an employee of, or as an officer, director or shareholder of any other person, firm or corporation. In no event shall the services provided hereunder be such so as to constitute a conflict of interest for the Contractor with respect to other contracted clients as disclosed.

The Contractor further agrees that if any such actual or potential conflict of interest arises under the Agreement, the Contractor shall not acquire any interest or undertake any engagement, directly or indirectly, which would conflict in any manner or degree with the performance of the Contractor's Services for the County. The Contractor shall immediately inform the County's Regional Affairs Department at which point the County and the Contractor can determine the most appropriate course of action including recusal, resolution of conflict, or other options. The Contractor further agrees that in the performance of the Agreement, no person having any direct conflict of interests shall be employed or engaged by the Contractor.

Invoicing and Payments

Each invoice shall reference the purchase order number. Unless otherwise stated, the County will process payments to the Contractor net 30 days from receipt of the invoice.