

ADAMS COUNTY, COLORADO
SERVICE AGREEMENT

AMENDMENT TWO
State Lobbying and Advisory Services

THIS AMENDMENT TWO ("Amendment Two") is made this 8 day of Oct ²⁰²¹ ~~2020~~, 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 SCHULTZ 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".

RECITALS

WHEREAS, on January 15, 2019, the County entered into Amendment One #2018.399 under Single Source Agreement # 2018.309 with Eliza Schultz d.b.a. Schultz Public Affairs, LLC; and,

WHEREAS, the County and the Contractor mutually desire to amend the Single Source Agreement to modify the scope of work and extend the last renewal term for one additional year effective January 10, 2020 pursuant to **Section 10 AMENDMENTS, CHANGE ORDERS OR EXTENSION**, Paragraph 10.1 Amendments, Change Orders, and **Section 3 TERM**, Paragraph 3.2 Extension Options

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. Pursuant to **Section 10 AMENDMENTS, CHANGE ORDERS OR EXTENSION**, Paragraph 10.1 Amendments, Change Orders and **Section**. The Contractors Scope of Services are being modified to add the County Manager's Office as the contact for this Agreement, and adding the below additional services effective January 10, 2020 to include, The Contractor will be responsible for:
 - Tracking interim legislative committees.
 - Monitoring the State Legislative Joint Budget Committee.
 - Working with the County Manager's Office to identify potential proactive legislation.
 - Coordinating with the County Manger's Office a Fall Delegation Social/Tour/Briefing.
2. The County shall pay the Contractor for the services furnished under this Amendment Two in accordance with **Section 4 Payment and Fee Schedule** for an additional sum not to exceed sixty-five thousand dollars and no cents (\$65,000.00) for the last renewal year.
3. The term of the Single Source Agreement is extended for one (1) additional year effective through January 9, 2021.
4. The Service Agreement, Amendment One, and Amendment Two contain 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 both parties. Any terms, conditions, or provisions of the Service Agreement, and

Amendment One that are not amended or modified by Amendment Two shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement, Amendment One, and Amendment Two the terms, conditions, and provisions of Amendment Two shall prevail.

5. The Recitals contained in Amendment Two are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
6. Amendment Two may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
7. Nothing expressed or implied in Amendment Two is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of Amendment Two or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in Amendment Two by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
8. If any provision of Amendment Two is determined to be unenforceable or invalid for any reason, the remainder of Amendment Two shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
9. Each party represents and warrants that it has the power and ability to enter into Amendment Two, to grant the rights granted herein, and to perform the duties and obligations herein described.

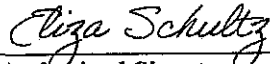
IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

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


By: 
Raymond H. Gonzales, County Manager

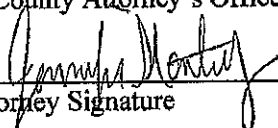
8 OCT 2019
Date

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

By: Eliza Schultz
Name (Print or Type)

Authorized Signature

October 1, 2019
Date
Founder
Title

ATTEST:
Josh Zygielbaum
Clerk and Recorder


APPROVED AS TO FORM
Adams County Attorney's Office
By: 
Attorney Signature