

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this 10th day of ~~December 2022~~^{January, 2023} by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **AMY L. ATTWOOD, INC., DBA ATTWOOD PUBLIC AFFAIRS**, a corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain proactive activities in 2023 in anticipation of legislative and regulatory affairs priorities;

WHEREAS, the County desires to engage the Consultant to render certain professional services and assistance in connection with such undertakings of the County; and

WHEREAS, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Wendy M. Holmes, Communications and Public Affairs Director, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Consultant.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, which are mutually agreed upon between the County and the Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Ninety Thousand Dollars (\$90,000) in fiscal year 2023. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the Parties that the term of this Contract shall commence as of 12:01 a.m. on January 1, 2023 and terminate at 12:00 a.m. on December 31, 2023. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. INVOICING PROCEDURES: Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after the County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the County.

8. INDEMNIFICATION-GENERAL: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

8a. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses,

including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. The Independent Contractor is not entitled to workers' compensation or unemployment benefits through the County and is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.

10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Consultant covenants and agrees, other than those subcontractors identified in the Scope of Work, Exhibit A, attached and incorporated herein, it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.

12. COUNTY REVIEW OF RECORDS: The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work

publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination.

The Consultant shall have the right to terminate this Contract, with or without cause, by giving written notice to the County of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Consultant.

16. NOTICES: Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

By the Consultant to: Communications and Public Affairs Director
 100 Third Street
 Castle Rock, CO 80104
 303-660-7401
 wholmes@douglas.co.us

with a copy to: Wendy M. Holmes, APR
 Douglas County Attorney's Office
 100 Third Street
 Castle Rock, CO 80104

and by the County to: Attwood Public Affairs
 Attn: Amy Attwood
 9224 W. Berry Place
 Littleton, CO 80123
 720-840-4912
 amy@amyattwood.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, email, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

22. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Authorized Representative. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant County Manager, and the Board of County Commissioners.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Contract, Sections 1 through 29
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit A- Scope of Services
- 4th Exhibit B- Method of Payment
- 5th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

25. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

26. INSURANCE: (Intentionally omitted)

27. COUNTY EXECUTION OF AGREEMENT: This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. FORCE MAJEURE: No Party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

Exhibit A

SCOPE OF SERVICES

At the direction of the Board of Douglas County Commissioners, the Consultant will provide ongoing counsel to the Board within the context of the following proposed services beginning January 1, 2023 – December 31, 2023. Accordingly, the Consultant will provide services, including, but not limited to the following:

2023 Douglas County Legislative Affairs:

Represent the interests of Douglas County from January 1, 2023 – December 31, 2023, based on specific direction from and formal, adopted positions by the Board of Douglas County Commissioners associated with 1) County-initiated legislative priorities; 2) legislation before the 2023 General Assembly of importance to Douglas County; and 3) 2023 Interim Committee work. Specifics include:

- Represent the interests of Douglas County during the 2023 Colorado General Assembly Legislative Sessions and the interim period, based on specific directions and adopted positions by the County Commissioners;
- Review all legislation introduced by the Colorado General Assembly, identifying those with potential impacts to Douglas County;
- Assist the Commissioners in determining relevant County positions;
- Communicate the County's positions to legislative leadership, committee chairs, the Joint Budget Committee, members of the General Assembly, the Governor's office, executive branch staff, and relevant stakeholder groups;
- Assist in the creation of testimony before legislative committees;
- Brief the Douglas County legislators on matters of importance to the County;
- Maintain ongoing awareness, familiarity, and knowledge of issues and legislation of importance to Douglas County by actively monitoring interim committees, formal proceedings, and stakeholder meetings;

Sustain positive and productive working relationships with executive departments and the judicial branch to advance the County's agenda; Manage proactive and ongoing legislation generated by the County or others, following the direction of the County Commissioners. This includes, *but is not limited to*, the following:

- The Development and Planning of Judicial District 23;
- Land Use and Zoning;
- Infrastructure Investment and Jobs Act (IIJA) funding;
- Broadband;
- Water, Wastewater, and Water Quality;
- Metro District Reform;
- General Government;
- Behavioral Health, especially issues related to the new 988 program;
- Building Code Standards; and
- Transportation

This work may include, but is not limited to, the following:

- Manage proactive legislation generated by the County following the direction of the County Commissioners;
- Conduct issue research;
- Secure bi-partisan, quality bill sponsors;
- Assist in the drafting of legislation;
- Present persuasive information in support of legislation to legislative leadership, committee chairs, the Joint Budget Committee, members of the General Assembly, the Governor's office, executive branch staff, and relevant stakeholder groups;
- Create and coordinate quality testimony for the County Commissioners, County staff, and supporting stakeholders;
- Draft agendas, participate in weekly conference calls, and lead policy discussions with the County Commissioners and County staff during the General Assembly Legislative Session;
- Prepare the County Commissioners and review legislation for CCI policy committee meetings;
- During the general session, author and distribute a legislative position handout sheet to Douglas County legislators on a bi-weekly basis;
- Coordinate the County Commissioners/staff lunch meetings with Douglas County legislators upon request;
- Provide timely reports on legislation of importance and an End-of-Session, Sine Die report;
- Working with the County Commissioners and staff, facilitate the creation of a pre-session, legislative agenda; and
- Advise year-round on legislative and policy events that may occur.

Input provided to the Board of County Commissioners and staff will be provided via weekly conference calls and periodic meetings between the Consultant and the Board as needed.

The Consultants' Assignment of Duties: The scope of services as described herein shall also be provided by Steve Balcerovich as a subcontractor to the Consultant for legislative services in 2023. Any additional attempt of the Consultant to assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or part, shall require the prior written approval of the Authorized Representative per Section 12 of this Contract.

Exhibit B

METHOD OF PAYMENT

The total amount of this 2023 contract shall not exceed \$90,000.00. The remaining funds totaling \$15,000.00, will be held in contingency. See below.

A total fee of \$75,000 per the Scope of Work articulated in Exhibit A, will be billed to Douglas County by the Consultant in 12 monthly installments of \$6,250 per month from January 1, 2023 – December 31, 2023.

The Consultant shall be compensated at a fixed price of \$6,250 per month, for scope of service defined in Exhibit A, the amount of which, \$75,000, would include all expenses.

Invoice shall be submitted on the first of each month, to Wendy Holmes, Director, Communications and Public Affairs, specifying the services provided and the hours dedicated to the Contract scope. Invoices shall be due and payable upon receipt within thirty (30) days.

CONTINGENCY

Additional funding of \$15,000 will be held in contingency should there be direction from the County's Human Services Director, with affirmation via a Board motion, that the Consultant will provide support for specific legislative affairs activity categorized as Human Services in content, as well as based on the committees and caucuses through which the legislative activity is heard and outcomes determined.

Should the contingency receive approval as defined immediately above, an invoice in the amount of \$7,500 per month will be submitted to compensate for the additional Human Services work. Invoices will be issued to Douglas County from the Consultant as outlined to include the additional, Human Services-associated scope of work, and payable upon receipt, with the aggregate total cost for all work on all projects not to exceed \$90,000.

The County is not under obligation to make any future apportionment or allocation to this Contract. Invoices shall be sent to the County via email to wholmes@douglas.co.us and rgentry@douglas.co.us

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

AMY L. ATTWOOD, INC., DBA ATTWOOD PUBLIC AFFAIRS

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

INSTRUCTIONS

Print out this page and then attach the signed and notarized page to this attachment icon.



IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the above date.

AMY L. ATTWOOD, INC., DBA ATTWOOD PUBLIC AFFAIRS

BY: *Amy Attwood*
Printed Name Amy Attwood

ATTEST: (if a corporation)

Title: Owner

Title: _____

DATE: 11/5/23

Signature of Notary Public Required:

STATE OF Colorado)
COUNTY OF Jefferson)

ss.

The foregoing instrument was acknowledged before me this 5th day of July, 2023, by Kristopher Paek.

Witness my hand and official seal

My commission expires: 8/27/2026

Kristopher Paek
Notary Public

KRISTOPHER PAEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064032549
MY COMMISSION EXPIRES 08/27/2026

INSTRUCTIONS

Print out this page and then attach the signed and notarized page to this attachment icon.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

DocuSigned by:
Doug DeBord
BY: B5C95B8DCFAB4AA...

Doug DeBord
County Manager

DATE: 1/9/2023

BY: n/a

DATE: _____

APPROVED AS TO FISCAL CONTENT:

DocuSigned by:
Andrew Copland
BY: 80C333BC1187403...

Andrew Copland
Director of Finance

DATE: 1/7/2023

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Amy Edwards
BY: 0B7C2CA4F0B4477...

Amy Edwards
Senior Assistant County Attorney

DATE: 1/6/2023

APPROVED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
Megan Datwyler
BY: 33306CF1515540A...

Megan Datwyler
Risk Manager

DATE: 1/6/2023