

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 14th day of January, 2013 there were present:

Eva J. Henry _____ Chair
Charles "Chaz" Tedesco _____ Commissioner
Erik Hansen _____ Commissioner
Hal B. Warren _____ County Attorney
Keisha Hirsch, Deputy _____ Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING SERVICES AGREEMENT BETWEEN ADAMS COUNTY AND MARSHALL BRACHMAN, LLC.

WHEREAS, the Adams County Board of County Commissioners ("BoCC") recognizes that issues of legislative concern are of considerable importance to the health, safety, and welfare of the residents of Adams County; and,

WHEREAS, Marshall Brachman, LLC, has expertise in representing and advising local governments regarding legislative issues being considered by the United States Congress; and,

WHEREAS, the BoCC wishes to engage the services of Marshall Brachman, LLC, to advise and represent Adams County regarding issues being considered by the United States Congress pursuant to the terms and conditions of the attached services agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Services Agreement between Adams County and Marshall Brachman, LLC, a copy of which is attached hereto and incorporated herein by this reference, including all terms and conditions contained therein, be approved.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners be authorized to execute said Agreement on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

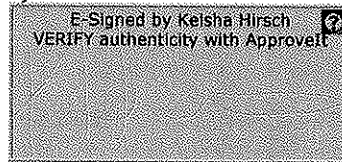
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 14th day of January, A.D. 2013.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

**ADAMS COUNTY, COLORADO
SERVICE AGREEMENT**

THIS SERVICE AGREEMENT ("Agreement") is entered into this 10 day of January, 2013, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Marshall A. Brachman, LLC, located at 2501 Parkview Drive, Suite ~~620~~, Fort Worth, TX 76102, hereinafter referred to as the "Lobbyist."

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

SECTION I - RESPONSIBILITIES OF THE COUNTY

The County shall provide information as necessary or requested by the Lobbyist to enable the Lobbyist's performance under this Agreement

SECTION II - SERVICES OF THE LOBBYIST

- A. The Lobbyist agrees to represent the County on legislative issues of concern that are introduced before or considered by the United States Congress.
- B. The Lobbyist avers that it is a professional lobbyist in compliance with any applicable federal laws concerning lobbying.
- C. The Lobbyist agrees not to engage in unethical conduct in its performance of the services agreed to hereunder, and expressly agrees to comply with and abide by any applicable laws, regulations, or rules relevant to or governing the performance of the services provided hereunder.
- D. In addition, the Lobbyist shall: 1) advise the Board of County Commissioners of and about any federal issues that may impact local government; 2) monitor relevant federal boards and agencies; 3) inform the County of actions of importance 4) develop strategy; and 5) develop and provide to the County copies of relevant documents and reports.

SECTION III - 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. 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.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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).

- H. 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.

SECTION IV- TERM

The term of this Agreement shall be from January 1, 2013 through December 31, 2013.

SECTION V - PAYMENT AND FEE SCHEDULE

- A. The County agrees to pay the Lobbyist Thirty-Seven Hundred Fifty Dollars (\$3,750) per month for the services performed under this Agreement. Payments by the County shall be made in monthly increments, for a total contract sum of Forty-five Thousand Dollars (\$45,000). If the scope of work changes materially the parties shall negotiate adequate compensation pursuant to the requested new work and execute an addendum pertaining to the additional work.
- B. The County shall pay the Lobbyist for incidental costs and expenses incurred during the performance of services under this Agreement. The Lobbyist shall provide the County with documentation of all expenses incurred and billed to the County with the submittal of any request for payment thereof.
- C. For the purposes of payments made by the County to the Lobbyist under this Agreement, a "month" shall run from the fifteenth (15th) day of one month to the fourteenth (14th) day of the next month.
- D. 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. The County is subject to the revenue and spending limitations of the Taxpayer's Bill of Rights (TABOR), Colorado Constitution, art. X, § 20, and § 29-1-301, C.R.S., as amended.

SECTION VI- INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Lobbyist acts as an independent contractor and not as an employee of the County. The Lobbyist shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Lobbyist 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.

SECTION VII - TERMINATION

Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice thereof to the other party. In the event of termination, the County shall pay the Lobbyist any sums due under this Agreement, prorated to the date of termination.

SECTION VIII - ADDITIONAL GENERAL PROVISIONS

A. 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 the District Court of Adams County, Colorado.

B. Confidentiality

Within the limits allowed by law, the Lobbyist shall at all times maintain the confidentiality of the County, and shall lobby on behalf of the County without revealing its strategy, unless expressly instructed to do so by the County.

C. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Lobbyist without the prior written consent of the County.

D. 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.

E. 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.

F. 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 a facsimile or electronic mail transmission was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Board of County Commissioners	<u>and</u>	Adams County Attorney's Office
4430 S. Adams County Parkway		4430 S. Adams County Parkway
Brighton, Colorado 80601		Brighton, Colorado 80601
Phone: (720) 5234-6100		Phone: (720) 523-6116
Fax: (720) 523-0577		Fax: (720) 523-6114

For the Lobbyist:

Marshall A. Brachman, LLC
2501 Parkview Drive, Suite ~~620~~
Fort Worth, TX 76102 317 E
Phone: (817) 877-3003

G. 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.

H. 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.

I. 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.

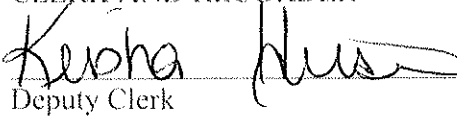
IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

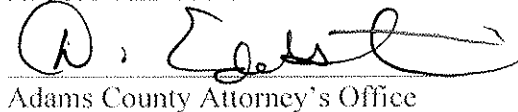

Chairman

1-14-13
Date


ATTEST:
KAREN LONG
CLERK AND RECORDER


Deputy Clerk

APPROVED AS TO FORM:


Adams County Attorney's Office

MARSHALL A. BRACHMAN, LLC
LOBBYIST

 Jan. 10, 2013
Name: Marshall A Brachman Date
Title: Lobbyist

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:

Marshall A Brachman, LLC
Company Name

Jun. 10, 2013
Date

Marshall A Brachman
Name (Print or Type)

Marshall Brachman
Signature

Lobbyist
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