

ADAMS COUNTY PURCHASE ORDER


This Number Must Appear on all Invoices, Packing Lists, and Packages

Vendor Address	Vendor and Shipping Information	Ship To Information
JOHNSON CONSULTING COMPANIES INC 2042 GLENCOE STREET DENVER CO 80207	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS CTY BOARD OF COUNTY COMMISSIONERS 4430 SOUTH ADAMS COUNTY PARKWAY SUITE C5000A BRIGHTON CO 80601-8204

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	Lobbyist Services INVOICES FROM OCTOBER 2012 THROUGH MARCH 2012 HAVE BEEN PAID - 6 PAYMENTS REMAINING TO BE PAID IN ACCORDANCE WITH THE AGREEMENT DATED OCTOBER 17, 2011 ATTACHED HERETO AS REFERENCE. TOTAL AMOUNT OF THE AGREEMENT IS \$35,000/\$2916.66 PER MONTH.	6.00	EA	2,916.6600	17,499.96	9252.7685	00002157

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 17,499.96
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
 COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 28206 ESTRADA, ELIZABETH J ADAMS COUNTY AUTHORIZED SIGNATURE
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**ADAMS COUNTY, COLORADO
SERVICE AGREEMENT**

THIS SERVICE AGREEMENT ("Agreement") is entered into this 17th day of October, 2011 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 The Johnson Consulting Companies, Inc., located at 2042 Glencoe Street, Denver, Colorado 80207, hereinafter referred to as the "Lobbyist."

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 Colorado General Assembly.
- B. The Lobbyist avers that it is a professional lobbyist registered with Office of the Secretary of State of Colorado, pursuant to § 24-6-301, *et seq.*, C.R.S., as amended.
- 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 issues that may impact local government; 2) monitor relevant 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 II 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 November 15, 2011 through November 14, 2012.

SECTION V - PAYMENT AND FEE SCHEDULE

- A. The County agrees to pay the Lobbyist the base sum of Thirty-five Thousand Dollars (\$35,000) for the services performed under this Agreement. Payments by the County shall be made in monthly increments equal to the sum of Two Thousand Nine Hundred Sixteen Dollars and 66 cents (\$2,916.66) per month, for a total sum of Thirty-five Thousand Dollars (\$35,000).
- B. The County shall pay the Lobbyist an amount not to exceed Two Hundred Fifty Dollars (\$250) per month for 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 thirty (30) 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 Pkwy		4430 S. Adams County Pkwy
Brighton, Colorado 80601		Brighton, Colorado 80601
Phone: 720.523.6100		Phone: 720.523.6116
Fax: 720.523.6045		

For the Lobbyist:

The Johnson Consulting Companies, Inc.
c/o Jerald B. Johnson
2042 Glencoe Street
Denver, Colorado 80207
Phone: (303) 399-1997
Fax: (303) 399-1955

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

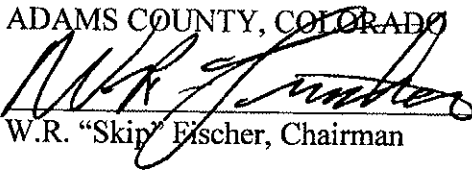
If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

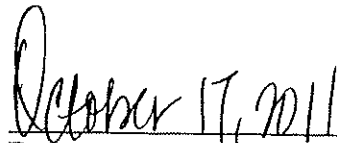
I. Authorization

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


W.R. "Skip" Fischer, Chairman

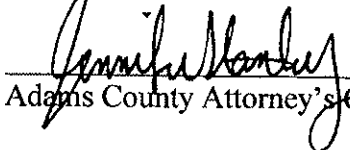

Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

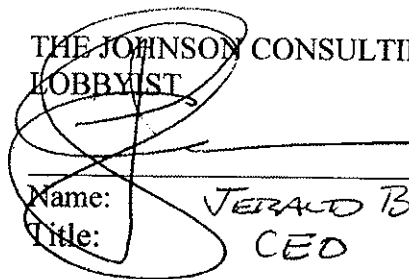


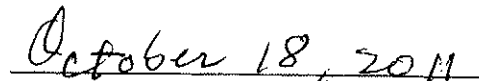

Deputy Clerk

APPROVED AS TO FORM:


Adams County Attorney's Office

THE JOHNSON CONSULTING COMPANIES, INC.
LOBBYIST


Name: JERALD B. JOHNSON
Title: CEO


Date

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:

The Johnson Consulting Companies Inc. October 18, 2011
Company Name Date

GERALD B. JOHNSON
Name (Print or Type)


Signature

CEO
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

LAWFUL PRESENCE AFFIDAVIT

I, GERALD B JOHNSON, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

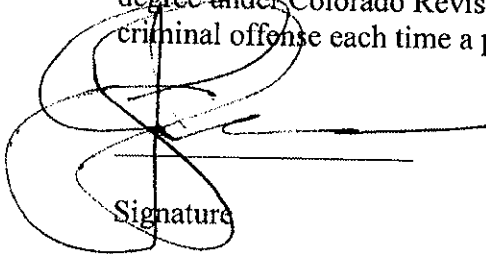
I am a United States Citizen, or

I am a legal Permanent Resident of the United States, or

I am otherwise lawfully present in the United States pursuant to Federal law

(note: additional verification will be required through the "SAVE" program*).

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.


Signature

October 18, 2011
Date

COUNTY USE ONLY

Identification Produced (check one):

- Colorado Drivers License
- Colorado Identification Card
- United States Military Card
- United States Military Dependent's Card
- United States Coast Guard Merchant Mariner Card
- Native American Tribal Document

*Verification to be completed through the "SAVE" program.

Identification produced to: _____, of Adams County. _____

Name of county employee

Initials

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 17th day of October, 2011 there were present:

W.R. "Skip" Fischer _____ Chairman
Alice J. Nichol _____ Commissioner
Erik Hansen _____ Commissioner
Hal B. Warren _____ County Attorney
Kristen Hood, Deputy _____ Clerk of the Board

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

RESOLUTION APPROVING AGREEMENT FOR LOBBYIST SERVICES WITH THE JOHNSON CONSULTING COMPANIES, INC. FOR 2011-2011

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

WHEREAS, the Board desires to renew the Service Agreement for lobbying services with The Johnson Consulting Companies, Inc., to provide lobbying services concerning legislation introduced or considered by the Colorado General Assembly, as specified in the Service Agreement that is attached hereto; and,

WHEREAS, the term of the Agreement shall be from November 15, 2011 through November 14, 2012.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Service Agreement for lobbying services, which is attached hereto, is hereby approved and the Chairman is authorized to execute same.

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

Fischer _____ Aye
Nichol _____ 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 17th day of October, A.D. 2011.

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



By:



Deputy