

CONTRACT FOR CONSULTANT SERVICES (CORPORATION/PARTNERSHIP)

This Contract, entered into this 13 day of February 2024, by and between Mesa County, Colorado, a political subdivision of the State of Colorado, through its Board of County Commissioners ("County" herein), and EIS Solutions, LLC, DBA 76 Group ("Consultant" herein):

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Consultant shall perform the work set forth on the attached Exhibit "A", incorporated herein by this reference.
2. The total amount of the Contract shall not exceed **\$120,000**. The Consultant shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. To receive payment, Consultant must submit invoices for work completed. Both parties agree that payments pursuant to the Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the County may terminate this Contract immediately without further liability.
3. Consultant shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is Todd Hollenbeck unless otherwise designated in writing.
4. Contract Administrator for the Consultant is DUSTIN ZWONEK
5. The term of this Contract shall be from date of execution to 12/31/2025 (or as extended herein).
6. Consultant shall provide the insurance bonds and indemnities required in the attached Exhibit "C", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Consultant.
7. Both parties reserve the right, regardless of satisfactory or nonsatisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, Consultant shall be paid for all work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Consultant and all payments which have or have not been made.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Consultant shall immediately cease service

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work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Consultant under the terms of this Contract. This paragraph shall survive termination of this Contract.

8. This Contract is subject to immediate termination by the County in the event the County determines, in its sole discretion, that the health, safety or welfare of persons receiving services hereunder may be in jeopardy by Consultant continuing to provide the services hereunder. Additionally, the County may immediately terminate this Contract upon verifying that Consultant has engaged in or is about to participate in fraudulent acts.

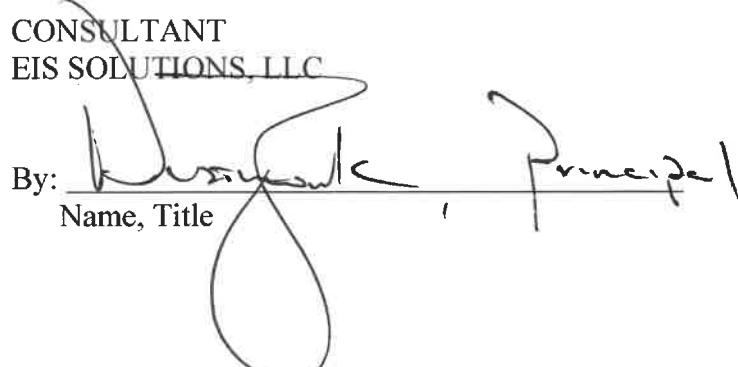
9. This Contract is subject to all terms and conditions set forth in the attached Exhibit "D", Standard Terms and Conditions, incorporated herein by this reference.

COUNTY OF MESA, COLORADO

By: _____
Cody Davis, Chair

Attest:

Clerk & Recorder

CONSULTANT
EIS SOLUTIONS, LLC
By: 
Name, Title

Attest: Owen Clough



Secretary

Exhibit A: Scope of Services

Services will include, but are not limited to, the following:

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- Federal Advocacy
 - Maintain strong relationships with Congress, focusing on the Colorado delegation, influential members, and relevant committees.
 - Engage with the White House and the Executive Branch agencies, such as the U.S. Department of Transportation to secure federal funding and regulatory support.
- Funding Identification and Support
 - Identify federal funding opportunities, including Congressionally Directed Spending and Community Project Funding to aggressively attack every aspect of the Congressional appropriations process.
 - Assist with grant applications, advocacy, and securing letters of support.
- Strategic Planning and Advice
 - Provide written summaries, briefing materials, and talking points on legislative and regulatory topics.
 - Advise on emerging federal policies including transportation and microtransit funding, aerospace, border security and deportations, anti-human trafficking, keeping U.S. Space Command in Colorado, public lands, wildfire mitigation, water, public health, broadband and economic development.
- Meeting Coordination
 - Arrange substantive meetings with Congressional and executive contacts in Colorado and Washington, D.C.
- Reporting and Accountability
 - Provide biweekly and annual reports to the Board of County Commissioners.
 - Be available as needed to provide updates outside of the regularly scheduled biweekly report.
- Legislative Support
 - Assist in securing bill sponsors and cosponsors, coalition building, drafting legislative language, letters of support, op-eds, and providing testimony as needed.

Exhibit B: Payment

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The Consultant shall submit detailed monthly invoices for services rendered. Invoices shall be sent on a monthly basis to the named Contract Administrator unless otherwise designated in writing. Billing for travel time or expenses shall only be permissible with advanced notice.

Professional services under this contract will be billed at a rate of \$250 per hour. The 76 Group anticipates providing up to 120 hours per quarter to support Mesa County's federal legislative and regulatory priorities. The actual number of hours worked may vary based on workload and the County's evolving priorities. Based on this estimate, the maximum projected cost per quarter is \$30,000.

EXHIBIT C
MESA COUNTY
CONSULTANT SERVICES AGREEMENT
INSURANCE REQUIREMENTS

1. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Consultant pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by County's Contract Administrator.
2. Consultant shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, Professional Liability Insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Consultant. Consultant shall furnish subcontractors' certificates of insurance to County, with a copy to County's Contract Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice, County and County's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as amended.
5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless County grants specific approval for an exception.
6. Consultant shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.
 - B. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition Consultant must either:

1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract.

OR

2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

C. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

D. PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

7. The policies required by paragraph (B) above shall be endorsed to specify; "Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Consultant, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACORD 25-S" form.

8. Depending on the nature and scope of the services to be provided under this Contract, additional insurance requirements may be specified by County. Items listed below, which have been marked with an "X" are required of Consultant by County as a condition of this Contract. Consultant initial, placed by the corresponding "X", shall acknowledge the Consultant compliance in meeting the specific insurance requirement(s).

Your
Initial X (if applicable)

EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."

EXHIBIT D
MESA COUNTY
CONSULTANT SERVICES AGREEMENT
STANDARD CONDITIONS

1. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work

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which is contemplated, shall be deemed to be, and is, covered by this Contract.

2. Consultant shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work. Consultant shall exercise the degree of learning and skill ordinarily possessed by a reputable professional in the same or similar locality and under similar circumstances.

3. In the performance of work under this Contract, Consultant shall be deemed to be, and is, an independent contractor with the authority to control and direct the performance and details of its work, County being interested only in the results obtained. As an independent contractor, Consultant shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

4. This is a personal services contract on the part of Consultant. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.

5. County reserves the right, without notice and at reasonable times, to review Consultant's work accomplished by the Consultant under this Contract. The right of review reserved in County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Consultant from responsibility for selecting appropriate means of fulfilling its obligations hereunder. The Parties agree to reasonably schedule regular meetings to discuss progress of the work herein.

6. County, or its designee, may, at reasonable times, during the term of this Contract and for two years after its termination or expiration, audit Consultant's books with regard to this Contract, and Consultant shall retain its books and records for the required period.

7. This is not an exclusive Contract. County may, at its sole discretion, contract with other entities for work similar to that to be performed by Consultant hereunder. Consultant may contract to perform similar work for others, and is not expected to work exclusively for County.

8. This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.

9. Consultant agrees that any information received by Consultant during any furtherance of the Consultant's obligations hereunder will be treated by Consultant as confidential and will not be revealed to other persons, firms or organizations without the express written consent of

County.

10. **(This paragraph applies if the work performed is a "public work"):** In discharge of this Contract, Consultant shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

11. This Contract constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

12. Persons signing as or on behalf of Consultant represent by their signature that the person signing is fully authorized to so sign this Contract and that Consultant has taken all steps necessary that the signature is binding upon Consultant.

13. The provisions of this Contract shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by County if Consultant fails to perform or comply as required.

14. Consultant shall, to the extent permitted by law, indemnify, save, and hold harmless County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of action of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by Consultant or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Consultant further agrees that its obligations to County under this paragraph include claims against the County by Consultant's employees whether or not such claim is covered by workers' compensation. Consultant expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.

15. **Conformance with Law:** Consultant shall at all times during the performance period strictly adhere to all applicable federal, state and local laws and implementing regulations as they currently exist and may hereafter be amended, including, without limitation, laws applicable to discrimination and unfair employment practices. Consultant shall also require compliance with

these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract.

16. Consultant assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, Consultant may copyright such, but County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

17. Consultant certifies that Consultant shall comply with the provision of CRS 8-17.5-101 *et seq.* Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Employment Verification Program administered by the Social Security Administration and Department of Homeland Security or any employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. 8-17.5-102(5)(c)(I), and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If Consultant fails to comply with any requirement of this provision or C.R.S 8-17.5-101 *et seq.*, County may terminate this contract for breach and the Consultant shall be liable for actual and consequential damages to County.

A Consultant that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Consultant (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 *et seq.*, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Consultant that received federal or state funds under this Contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

18. By signing this Agreement, Consultant agrees to provide, comply with, and, if applicable, execute the certifications set forth in Addendum A – Notification of Immigration Compliance Requirements and Certification by Consultant, incorporated herein by reference and attached hereto.

19. Force Majeure: Neither Consultant nor County shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure”. As used in this contract “force majeure” means fire, explosion, action of the elements, interruption of transportation, rationing,

court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.