

**CONTRACT FOR CONSULTATION FOR
POTENTIAL BALLOT SOLUTIONS TO FUNDING CHALLENGES**

THIS CONTRACT FOR CONSULTATION FOR POTENTIAL BALLOT SOLUTIONS TO FUNDING CHALLENGES (this “Contract”), dated for reference purposes only October 27, 2023, is made and entered into by and between COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (“County”) and THE BIGHORN COMPANY LLC, a limited liability company (the “Consultant”).

RECITALS

- A. The County distributed a request for proposal, No. 23-9804V-CM, for consultation for potential funding challenge solutions as described at greater length in the RFP package. The RFP package and all addenda and attachments, shall be collectively referred to as the “RFP.”
- B. The Consultant submitted the proposal determined to be the most advantageous to the County, and the Consultant is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and the Consultant agree as follows:

- 1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of the following documents. In the event of a conflict or inconsistency between this Contract and any exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:
 - (a) This Contract;
 - (b) The Statement of Work attached hereto as Exhibit A;
 - (c) The RFP;
 - (d) The Consultant’s Proposal;
 - (e) The Consultant’s Cost Proposal attached hereto as Exhibit B
 - (f) The Insurance Requirements attached hereto as Exhibit C,

each of which is incorporated herein by this reference whether or not attached hereto.

- 2. **DESCRIPTION OF SERVICES.** The Consultant shall provide complete and timely performance of everything described in or reasonably implied from the Contract Documents (the “Services”). The Consultant warrants that it is fully qualified to perform the Services and shall perform the Services in accordance with the professional standards of the industry and in strict accordance with the provisions of the Contract Documents. No adjustment or modification of the Contract

Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents.

3. **AUTHORIZED REPRESENTATIVES.** County designates Michael Smith as the “County Representative” under this Contract. The Consultant designates Ian Silverii as the “Consultant Representative” under this Contract. The Consultant Representative shall have the authority to bind the Consultant with respect to the Services and shall be present at the work site as necessary to assure the Consultant’s satisfactory performance. The Consultant Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. County may change its representative at any time by notice to the Consultant. The Consultant shall not replace the Consultant Representative unless: (a) County requests a replacement, or (b) the Consultant terminates the employment of the Consultant Representative and provides a satisfactory substitute. County must approve a substitute Consultant Representative, and, if no substitute is acceptable, County may terminate this Contract.
4. **KNOWLEDGE OF THE SERVICES.** The Consultant is fully informed regarding the Services to be provided pursuant to this Contract and any materials or equipment required. No adjustment or modification shall be allowed for misunderstanding of the Services or of the provisions contained in this Contract.
5. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Consultant and the sufficiency of any supporting data submitted by the Consultant. If, at the sole discretion of County, conferences with the Consultant are necessary or desirable to explain or correct Services, the Consultant shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.
6. **PRICE AND PAYMENT.**
 - (a) **Contract Price.** In consideration of the satisfactory performance of the Services, County shall pay the Consultant the not-to-exceed sum of \$340,000.00 (the “Contract Price”) in accordance with the rates set forth in the Cost Proposal attached hereto as Exhibit B.
 - (b) **Invoicing.** Unless a different payment schedule is specified in the Contract Documents, if the time period for performance of the Services exceeds thirty (30) calendar days, the Consultant may submit invoices no more frequently than on a monthly basis that itemize the Services completed since the last invoice in accordance with Exhibit B. The Consultant shall prepare the invoices at its sole cost and shall include sufficient detail as determined by County to enable County to verify the appropriateness of the invoice. County shall pay each invoice within thirty (30) calendar days of the County Representative’s approval of the invoice and the Services described therein. Except as expressly provided in the Contract Documents, the Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs. The Consultant may submit invoices by email to Michael Smith at mpsmith@jeffco.us.

(c) **Incorrect Payments.** Incorrect payments to Consultant due to omission, error, fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Contract or other contracts between County and Consultant.

7. **TERM.** The term of this Contract shall begin upon full execution of this Contract and end July 23, 2024, unless earlier terminated.
8. **CHANGES IN SERVICES.** The County Representative, by written instructions issued to the Consultant, may make such changes in the Services as may be necessary to accomplish the purposes intended to be provided under this Contract. The Consultant shall not commence any changed or increased Services prior to receipt of the required duly executed change order or contract amendment. County shall have no duty or obligation to compensate or reimburse the Consultant for any additional Services not specifically authorized as provided herein.
9. **AMENDMENT.** The Contract Documents contain the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against County notwithstanding any signatures on such form by a County employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Consultant's forms shall be effective only to establish receipt of services.
10. **SECURITY AND ON-SITE PROCEDURES.** At the option of County, all of Consultant's personnel, including employees and contractors ("Consultant Personnel"), shall undergo background checks and will be issued Consultant badges. When badges are required, Consultant Personnel shall not be able to access County facilities until he/she/they have been issued the badge that she/she/they shall be required to display at all times while working onsite. The Consultant shall be responsible for ensuring that the badge issued to a specific individual is strictly and exclusively worn by that individual. Badges shall under no circumstances be shared. At the discretion of County, random badge checks may be conducted. Individuals found without a badge or wearing a badge not issued to them shall immediately be removed from the County facility. The Consultant shall be required to return to the County Representative all badges issued to the Consultant and any of the Consultant's employees and agents, within 10 days after the expiration or termination of this Agreement. The Consultant shall be required to return to the County Representative the Consultant badge issued to Consultant Personnel within 10 days after the termination of the employment of or contractual relationship with such individual. If the Consultant is unable to return all issued badges on or before the time period set forth in this Section, then County will charge the Consultant fifty dollars (\$50.00) per missing badge, which sum shall be deducted from any sum payable hereunder to the Consultant.
11. **TERMINATION.** County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further Services for County under this Contract after the date of receipt of the notice of termination, unless otherwise specified by County. County shall pay the Consultant for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by County to be completed prior to termination and

satisfactorily performed. In the event that County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES**. If the Consultant fails to comply with any material provision of the Contract, the Consultant shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by County because of such failure. All time limits stated in this Contract are of the essence. The Consultant's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by County, including, without limitation, County's cost to complete the Services together with any other expenses incurred, as determined by County. County may offset any amounts owed to it as damages against any monies due and owing to the Consultant under this Contract. In addition, County shall be entitled to any other rights and remedies available to it in law or equity.
13. **NON-ASSIGNMENT, SUBCONTRACTORS** The Consultant shall not assign this Contract or engage any subcontractor to perform the Services without the prior written consent of the County Representative. The Consultant shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Consultant shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage for each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by County and County may terminate this Contract if the Consultant assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract.
14. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE**. The Consultant is an independent contractor and is not an agent, servant or employee of County. The Consultant and its employees are not entitled to workers' compensation benefits through County. The Consultant is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Consultant and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than County. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.
15. **INSURANCE**. The Consultant and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit C attached hereto. The Consultant, prior to commencing the Services and during the term of this Contract, shall provide County written evidence of insurance coverage within three (3) business days of a request from County. The Consultant shall provide County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the

insurance coverage shall comply with the terms of this Contract. If requested by County, the Consultant shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the Jefferson County Attorney's Office, which will require the insurance company to provide County with notice of cancellation of the policy. The Consultant shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

16. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Consultant to County prior to commencement of the Services. Within a reasonable time after submittal, County shall either approve the certificates of insurance or notify the Consultant of any unacceptable conditions stating the specific reasons therefor. The Consultant shall promptly re-submit an acceptable certificate of insurance, which County shall review within a reasonable time. Certificates of insurance shall name County of Jefferson as an additional insured as its interest may appear. The Consultant shall not begin performance of the Services until County has received acceptable certificates of insurance.
17. **INDEMNIFICATION.** The Consultant shall indemnify, defend and hold County and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (1) any act or omission of the Consultant, its officers, employees, sub-contractors, or agents in connection with the performance of the Services; (2) any breach of a covenant, representation or warranty made by the Consultant under this Contract; (3) use by the Consultant of any intellectual property in connection with the Services (whether such intellectual property is owned by the Consultant or a third party) or the incorporation by the Consultant of intellectual property into the Services; and (4) any workers' compensation claims brought by an officer, employee, subcontractor or agent of the Consultant relating to or arising out of such person's performance of the Services.
18. **EQUAL EMPLOYMENT OPPORTUNITY.** The Consultant shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state or local law.
19. **NON-APPROPRIATION.** The payment of County obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. County's fiscal year is currently the calendar year.
20. **WARRANTIES.** The Consultant represents and warrants that:
 - (a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Consultant to County;

- (b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;
- (c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;
- (d) The execution, delivery and performance of this Contract by the Consultant does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Consultant is bound or affected.

21. CONFIDENTIALITY.

- (a) During the course of Consultant's performance of the Services, Consultant may have access to certain confidential and proprietary information owned by the County that may be disclosed to Consultant and Consultant's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Consultant or Consultant's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Consultant or Consultant's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.
- (b) The Consultant agrees to use the highest degree of care to maintain the confidentiality of all Confidential Information. Without limiting the generality of the foregoing, the Consultant: (i) shall restrict access to Confidential Information to those personnel who require access to perform the Services; (ii) shall not use Confidential Information for any purpose except as necessary to perform the Services; (iii) shall not disclose Confidential Information to any third party without prior written approval of County, unless required under the Colorado Open Records Act or other law; (iv) shall store all tangible documents containing Confidential Information in a locked room when not being processed; (v) shall store all digitized documents containing Confidential Information in a secure environment; (vi) shall securely transport, handle and process documents and materials containing Confidential Information; (vii) shall promptly notify the County Representative of any use or disclosure of Confidential Information in violation of this section and cooperate with County to mitigate or redress such unauthorized use or disclosure; and (viii) shall promptly return to County all tangible records containing Confidential Information upon the request of the County Representative or upon the expiration of termination of this Contract.

22. **NOTICES.**

- (a) “Key Notices” under this Contract are notices regarding Contract default, dispute, or termination. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Consultant:

The Bighorn Company LLC
Attn: Ian Silverii
7830 West Alameda Avenue 103-218
Lakewood, CO 80226
Tele: 732-406-9710
Email: ian@thebighorncompany.com

County:

County Manager
100 Jefferson County Pkwy
Golden, CO 80419
E-Mail: jmkerby@jeffco.us

with a copy to:

Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, CO 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to County shall include a reference to the Contract including the Consultant’s name and the date of the Contract.

- (b) **Electronic Mail.** The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its

original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term “electronic mail” means email.

23. MISCELLANEOUS PROVISIONS.

- (a) **Compliance with Laws.** The Consultant shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Consultant or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Consultant shall procure all necessary approvals, licenses and permits at its own expense.
- (b) **Officials Not to Benefit.** No elected or employed member of the Jefferson County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.
- (c) **Conflict of Interest.** The Consultant shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Consultant certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.
- (d) **County’s Ownership of Documents/Deliverables.** Any data, documents or other things or information provided by County to the Consultant or to which the Consultant has access during the performance of the Services (the “County Documents”) and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Consultant (the “Deliverables”) shall be and remain the sole property of County at all times; and the Consultant shall not use any of the Deliverables or County Documents for any other purpose. County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Consultant shall provide to County all of the Deliverables and return all County Documents by the Contract completion date, or the earlier termination of this Contract. The Consultant shall not disclose to any third party any County Document or Deliverable without the prior written approval of County unless required under the Colorado Public Records Act or other law.
- (e) **Governing Law, Forum, Venue.** This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.
- (f) **Survival.** Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and

shall be enforceable against a party if such party fails to perform or comply with such term or condition.

- (g) **Sales Tax Exemption.** The Consultant will not be required to pay Colorado State sales and use taxes for the Services. The Consultant may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.
- (h) **Waiver.** This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- (i) **Severability.** If any provision of this Contract or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Contract and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- (j) **No Third-Party Beneficiaries.** The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to County and the Consultant. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of County and the Consultant that any such person or entity, other than County or the Consultant, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- (k) **Records Retention.** The Consultant shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Consultant is notified in writing by County of the need to extend the retention period. Copies of such records shall be furnished to County upon request without charge by the Consultant.
- (l) **Execution by Counterparts; Electronic Signatures.** This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
- (m) **Proper Execution.** Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

[The remainder of this page is intentionally left blank.]

The parties hereto have caused this Contract for Consultation for Potential Ballot Solutions to Funding Challenges to be executed.

COUNTY OF JEFFERSON
STATE OF COLORADO

By [Signature]
Vera Braeckman-Kennedy
Acting Purchasing Operations Manager

STATE OF COLORADO
COUNTY OF ~~JEFFERSON~~
LaRimer

The foregoing Contract for Consultation for Potential Ballot Solutions to Funding Challenges acknowledged before me this 2nd day of November, 2023, by Vera Braeckman-Kennedy, Acting Purchasing Operations Manager of County of Jefferson, State of Colorado.

[Signature]
Notary's official signature

APPROVED AS TO FORM:

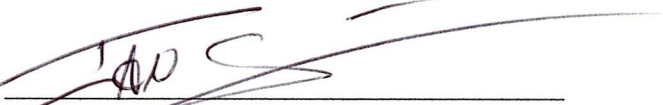
[Signature]
Carey T. Markel
Deputy County Attorney



(Signatures continue on next page)

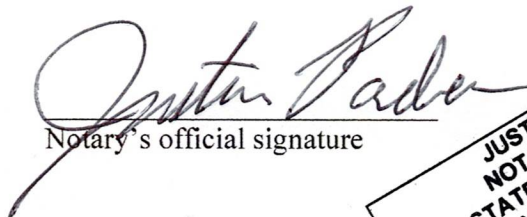
CONSULTANT:

THE BIGHORN COMPANY LLC

By: 
Ian Silverii, Partner

STATE OF Colorado
COUNTY OF Settles

The foregoing Contract for Consultation for Potential Ballot Solutions to Funding Challenges was acknowledged before me this 1st day of November, 2023, by Ian Silverii as Partner of The Bighorn Company LLC.


Notary's official signature

JUSTIN PADEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084012630
MY COMMISSION EXPIRES 9/24/2024

EXHIBIT A
STATEMENT OF WORK

(See attached)



The Bighorn Company

7830 West Alameda Avenue 103-218

Lakewood, Colorado 80226

(732) 406-9710

thebighorncompany.com

Statement of Work

Jefferson County Proposal # 23-9804V-CM – Consultation regarding potential Ballot Solutions to Funding Challenges | September 25, 2023

E - Statement of Work (SOW)

Consultant Duties, Milestones, & Deliverables

1. Recommend Strategy to Inform Decision Makers

- a. Make strategic recommendations regarding overall project planning, schedule, strategies, tactics, key performance indicators and objectives
- b. Refine project plan and scope of work as needed
- c. Make strategic recommendations regarding methods and timelines for gathering information from the public to inform potential ballot solutions including polling and public opinion research, community input, County stakeholder input, policy expert input, and legal expert input
- d. Research, recommend, and manage highly qualified subcontractors as needed, including:
 - i. Public opinion research subcontractor – to assist with SOW items 3(c) and 4(a)
 - ii. Fiscal policy expert subcontractor (if needed) – to assist with SOW items 2(b) and 2(c) if County does not have in-house fiscal policy expert capacity to assist with these SOW items
 - iii. Legal policy counsel subcontractor (if needed) – to assist with SOW items 2(b) and 2(c) if County does not have in-house legal policy counsel capacity to assist with these SOW items
 - iv. Translation and interpretation subcontractors (as needed) – please refer to SOW item 7(a) for additional details

2. Policy Research & Development

- a. Comparable ballot policy review and analysis – work with County staff to review:
 - i. Jefferson County's recent past ballot efforts to address funding challenges

- ii. Recent past ballot efforts to address funding challenges in other CO counties with comparable populations and demographics
 - iii. Jefferson County-level election results for recent statewide revenue-raising ballot measures
- b. County financial outlook review and ballot policy options analysis
 - i. Work with County leadership and staff to review the County's current financial outlook and funding challenges to establish a minimum revenue target a potential ballot solution would aim to generate
 - ii. Work with County staff (and/or fiscal and legal policy expert subcontractors if County does not have the requisite in-house staff capacity to support this component of the project) to develop a complete list of all legally permissible policy options that a potential ballot solution could entail in order to achieve our established minimum revenue target
- c. Develop final shortlist of potential ballot solutions
 - i. Work with County leadership and staff (and/or fiscal and legal policy expert subcontractors if County does not have the requisite in-house staff capacity to support this component of the project) to develop a final shortlist of three (3) potential ballot solutions that:
 - 1. Would both achieve the County's minimum revenue target and fall within the range of legally permissible policy options established by SOW item 2(b)
 - 2. Have the strongest levels of initial community support based on the work completed in SOW items 3(b) and 3(c)
 - 3. Would be the most likely to be approved by Jefferson County voters based on the evidence gathered through work completed in SOW items 2(a), 3(b), and 3(c)

3. Community Outreach

- a. Community outreach plan development
 - i. Work with County leadership & staff to discuss and identify issues to be addressed prior to commencing development of a community outreach plan
 - ii. Design draft community outreach plan that (1) determines roles and responsibilities and (2) identifies timelines regarding how the plan will work in conjunction with polling and strategic communications efforts and present to County leadership
 - iii. Refine draft based on County leadership's input

- iv. Obtain approval from County leadership before proceeding with execution of community outreach plan
- b. Coalition building & stakeholder input on potential ballot solutions
 - i. Conduct outreach to County leaders, prominent organizations, traditionally underrepresented groups, and other community stakeholders to gauge interest in and enthusiasm for supporting potential ballot solutions to funding challenges
 - 1. Identify outreach tools, methods, and tactics (e.g. advertising, SMS-based recruitment software, registered community organization outreach)
 - 2. Set goals for participation to ensure County community outreach efforts are reflective of the demographics of the county while ensuring the inclusion of traditionally underrepresented communities
 - ii. Solicit stakeholder input on policy options that would both achieve the County's minimum revenue target and fall within the range of legally permissible policy options established by SOW item 2(b)
 - iii. Enlist enthusiastic and supportive stakeholders to participate in a community partner steering committee to help guide overall efforts regarding potential ballot solutions
 - iv. Provide community partner steering committee with guidance and support as needed
- c. Qualitative public opinion research instrument development and results report
 - i. Work with County leadership and our designated public opinion research subcontractor (pollster) to:
 - 1. Develop a qualitative public opinion research instrument (e.g. online panel, focus group, and/or ethnographic journals) to help the County:
 - a. Evaluate community awareness of County services and current conditions of County operations and funding challenges
 - b. Determine community priorities and preferences regarding the quality and means by which County services are delivered
 - c. Identify any demographic inequities or perceptions thereof in current County resource allocation or revenue generation policies
 - d. Identify how the community prefers the County address its financial challenges

- e. Obtain community feedback on a shortlist of potential ballot solutions based on the work completed in SOW items 2(a), 2(b), and 3(b)
 - ii. Field final qualitative public opinion research instrument to a representative sample of County residents
 - iii. Compile results and present findings to County leadership
 - iv. Provide any follow-up materials and conduct presentations for any other County departments or staff as requested
 - d. Gauge potential coalition support and enthusiasm for top-polling potential ballot solutions
 - i. Conduct outreach to County leaders, prominent organizations, traditionally underrepresented groups, and other community stakeholders to gauge interest in and enthusiasm for supporting top-polling potential ballot solutions identified by public opinion research completed in SOW items 3(c) and 4(a)
 - ii. Determine the extent to which these stakeholders would organize and expend resources in support of top-polling potential ballot solutions if they were ultimately referred to Jefferson County voters at the November 2024 ballot
 - iii. Work with interested community partner steering committee members to ensure they are fully prepared to support a top-polling potential ballot solution if one is ultimately referred to Jefferson County voters at the November 2024 ballot

4. Polling

- a. Quantitative public opinion research instrument development and results report
 - i. Gauge community opinion on final shortlist of potential ballot solutions – Work with County leadership and our designated public opinion research subcontractor to:
 - 1. Develop a quantitative (i.e. poll or statistically representative and valid survey) public opinion research instrument to gauge public support for the final shortlist of potential ballot solutions established by SOW item 2(c), including simulated ballot language for all potential ballot solutions
 - 2. Ensure quantitative public opinion research instrument is informed by findings of SOW items 3(b) and 3(c)
 - 3. Present draft poll language and methodology to County leadership and staff for feedback and revision
 - 4. Obtain approval of final poll language and methodology from County leadership and staff prior to fielding

5. Field final quantitative public opinion research instrument to a representative sample of County residents
6. Compile results and present findings to County leadership and staff in a report and presentation that includes:
 - a. The framework and methodology used, the tabulations of all contacts made as part of the survey, including refusals, disconnected numbers, busy lines, unanswered calls, number of attempts, communication barriers and age issues
 - b. Tabulation of survey results, key findings, detailed findings, conclusions, and recommendations to support informed decision-making and strategic communications planning
7. Reconvene stakeholder group and community steering committee, present report and presentation, and solicit feedback for next steps

5. Strategic Communications

- a. Direct all strategic communications planning for this project in collaboration with County leadership and staff (including County Public Affairs team and County Legal Advisory team)
- b. Strategic communications plan development
 - i. Work with County leadership and staff to develop a strategic communications plan informed by the findings of community outreach and public opinion research completed in SOW items 3(b), 3(c), and 4(a) that includes:
 1. Messaging
 2. Target audiences
 3. Messengers
 4. Key strategies and tactics
 5. Educational outreach plan including a specific strategy for neutral information communications tools (social media, collateral, etc.) regarding County fiscal challenges and potential solutions designed for community members that can be shared after a decision on a ballot question has been made
 6. Other communications tools as dictated by community outreach and public opinion research findings
 7. Timelines
 - ii. Present draft plan to County leaders for review and approval, refine plan based on input, and update throughout project as needed
 - iii. Assist County leaders and staff in implementation of strategic communications plan as needed

- c. Work with county leadership and staff to provide ongoing messaging guidance and recommendations based on research findings, community outreach findings, and any additional developments that may arise throughout the duration of this project
- d. Provide rapid-response communications support as needed throughout the duration of this project

6. Final recommendations report & presentation

- a. Develop and present final recommendations report – By no later than July 1, 2024, provide County leadership and staff with a comprehensive final recommendations report and presentation that:
 - i. Provides a concrete recommendation on whether or not to refer a potential ballot solution to Jefferson County voters at the November 2024 ballot
 - ii. Summarizes all work completed to date and clearly explains how this work informed our final recommendation
- b. County decision-maker support through final decision
 - i. Answer any additional questions County leadership may have regarding our final recommendations report as needed
 - ii. Provide County leaders with additional guidance and recommendations to help facilitate their final decision as needed
 - iii. Provide County leaders with strategic communications guidance for both potential options (refer a potential ballot solution to the November 2024 ballot or decline to refer a potential ballot solution to the November 2024 ballot)
 - iv. If County leaders ultimately decide to refer a potential ballot solution to the November 2024 ballot, we will immediately cease all work under this contract as of the moment the decision is made official (no later than July 23, 2024)
 - v. If County leaders ultimately decide not to refer a potential ballot solution to the November 2024 ballot, we will advise County leaders on strategic communications regarding this decision through the end of the month (July 31, 2024)

7. Translation

- a. Ensure all plans for public opinion research (SOW items 3(c) and 4(a)), strategic communications (SOW item 5(b)), and any other public information gathering and strategic communications work that may arise throughout the duration of this

project include a plan and cost for translation and interpretation services to reach Spanish speaking community members

- i. Final translation and interpretation costs will be determined by the ultimate methodology and contents of public opinion research instruments and communications materials developed in collaboration with our designated public opinion research subcontractor and County leadership and staff

Schedule of Milestones & Deliverables

Please note: This is a draft schedule for project planning purposes. Final deadlines may be adjusted as necessitated by changes in process and/or real world events. Substantive deadline changes and other significant alterations to this schedule will be cleared with County leadership beforehand if needed.

| SOW Item # | Milestone / Deliverable | Deadline |
|------------|---|-------------------|
| - | Contract start date | November 1, 2023 |
| 2(a) | Comparable ballot policy review and analysis complete | December 1, 2023 |
| 1(d) | Select fiscal policy expert and/or legal policy counsel subcontractors with approval from County leadership (if needed) | December 1, 2023 |
| 2(b) | County financial outlook review and ballot policy options analysis complete | December 29, 2023 |
| 3(a) | Present draft community outreach plan to County leadership for review and feedback | January 5, 2024 |
| 3(a) | Incorporate County leadership feedback to finalize community outreach plan and obtain approval from County leadership before proceeding with execution of community outreach plan | January 12, 2024 |
| 3(b) | Begin execution of community outreach plan | January 15, 2024 |
| 1(d) | Select public opinion research subcontractor with approval from County leadership | February 1, 2024 |
| 3(b) | Coalition building & stakeholder input on potential ballot solutions community outreach tasks complete | March 1, 2024 |
| 3(c) | Present draft qualitative public opinion research instrument to County leadership for review and feedback | March 8, 2024 |
| 3(c) | Incorporate County leadership feedback to finalize qualitative public opinion research instrument and obtain approval from County leadership before fielding | March 15, 2024 |

| | | |
|------|--|---|
| 3(c) | Field qualitative public opinion research instrument to a representative sample of County residents | March 22, 2024 |
| 3(c) | Compile qualitative public opinion research instrument results and present findings to County leadership | March 29, 2024 |
| 3(c) | Present qualitative public opinion research instrument results to community partner steering committee | April 5, 2024 |
| 2(c) | Final shortlist of three (3) potential ballot solutions complete | April 12, 2024 |
| 4(a) | Present draft quantitative public opinion research instrument to County leadership for review and feedback | April 19, 2024 |
| 4(a) | Incorporate County leadership feedback to finalize quantitative public opinion research instrument and obtain approval from County leadership before fielding | April 26, 2024 |
| 4(a) | Field quantitative public opinion research instrument to a representative sample of County residents | May 3, 2024 |
| 4(a) | Compile quantitative public opinion research instrument results and present findings to County leadership | May 10, 2024 |
| 5(b) | Present draft strategic communications plan to County leadership for review and feedback | May 22, 2024 |
| 5(b) | Incorporate County leadership feedback to finalize strategic communications plan and obtain approval from County leadership before proceeding with execution of strategic communications plan | May 31, 2024 |
| 3(d) | Present quantitative public opinion research instrument results to community partner steering committee to gauge potential coalition support and enthusiasm for top-polling potential ballot solutions | May 31, 2024 |
| 6(a) | Present final recommendations report and presentation to County leadership | July 1, 2024 |
| 6(b) | Support County decision-makers through final decision | July 23, 2024 OR July 31, 2024, depending on decision |

EXHIBIT B
CONSULTANT'S COST PROPOSAL

(See attached)



The Bighorn Company

7830 West Alameda Avenue 103-218

Lakewood, Colorado 80226

(732) 406-9710

thebighorncompany.com

Cost Proposal

Jefferson County Proposal # 23-9804V-CM – Consultation regarding potential Ballot Solutions to Funding Challenges | September 25, 2023

Total Costs

| Service | Contractor or Potential Subcontractor | Total Cost |
|--|---------------------------------------|----------------------|
| General Consultants | The Bighorn Company | \$180,000 |
| Public Opinion Research (Qualitative and Quantitative) | TBD | \$110,000 (estimate) |
| Fiscal Policy Expert (if needed) | TBD | \$20,000 (estimate) |
| Legal Policy Counsel (if needed) | TBD | \$30,000 (estimate) |

Cost Proposal Scenarios

| Scenario # | Description | Total Cost Proposal |
|------------|--|---------------------|
| 1 | County <u>provides both</u> in-house fiscal policy expert and legal policy counsel | \$290,000 |
| 2 | County provides in-house legal policy counsel and retains fiscal policy expert subcontractor | \$310,000 |
| 3 | County provides in-house fiscal policy expert and retains legal policy counsel subcontractor | \$320,000 |
| 4 | County <u>retains both</u> fiscal policy expert and legal policy counsel subcontractors | \$340,000 |

Bighorn Company Milestone Payment Schedule

| SOW Item #s | Milestones / Deliverables | Invoice Date | Consulting Retainer |
|--------------------|---|---------------------|----------------------------|
| 1(d), 2(a) | <p>(1) Comparable ballot policy review and analysis complete</p> <p>(2) Select fiscal policy expert and/or legal policy counsel subcontractors with approval from County leadership (if needed)</p> | December 1, 2023 | \$20,000 |
| 2(b) | County financial outlook review and ballot policy options analysis complete | January 1, 2024 | \$20,000 |
| 1(d), 3(a), 3(b) | <p>(1) Present draft community outreach plan to County leadership for review and feedback</p> <p>(2) Incorporate County leadership feedback to finalize community outreach plan and obtain approval from County leadership before proceeding with execution of community outreach plan</p> <p>(3) Begin execution of community outreach plan</p> <p>(4) Select public opinion research subcontractor with approval from County leadership</p> | February 1, 2024 | \$20,000 |
| 3(b) | Coalition building & stakeholder input on potential ballot solutions community outreach tasks complete | March 1, 2024 | \$20,000 |
| 3(c) | <p>(1) Present draft qualitative public opinion research instrument to County leadership for review and feedback</p> <p>(2) Incorporate County leadership feedback to finalize qualitative public opinion research instrument and obtain approval from County leadership before fielding</p> <p>(3) Field qualitative public opinion research instrument to a representative sample of County residents</p> <p>(4) Compile qualitative public opinion research instrument results and present findings to County leadership</p> | April 1, 2024 | \$20,000 |

| | | | |
|-----------------------------|---|---|-----------------|
| <p>2(c), 3(c), 4(a)</p> | <p>(1) Present qualitative public opinion research instrument results to community partner steering committee</p> <p>(2) Final shortlist of three (3) potential ballot solutions complete</p> <p>(3) Present draft quantitative public opinion research instrument to County leadership for review and feedback</p> <p>(4) Incorporate County leadership feedback to finalize quantitative public opinion research instrument and obtain approval from County leadership before fielding</p> | <p>May 1, 2024</p> | <p>\$20,000</p> |
| <p>3(d), 4(a), 5(b)</p> | <p>(1) Field quantitative public opinion research instrument to a representative sample of County residents</p> <p>(2) Compile quantitative public opinion research instrument results and present findings to County leadership</p> <p>(3) Present draft strategic communications plan to County leadership for review and feedback</p> <p>(4) Incorporate County leadership feedback to finalize strategic communications plan and obtain approval from County leadership before proceeding with execution of strategic communications plan</p> <p>(5) Present quantitative public opinion research instrument results to community partner steering committee to gauge potential coalition support and enthusiasm for top-polling potential ballot solutions</p> | <p>June 1, 2024</p> | <p>\$20,000</p> |
| <p>6(a)</p> | <p>Present final recommendations report and presentation to County leadership</p> | <p>July 1, 2024</p> | <p>\$20,000</p> |
| <p>6(b)</p> | <p>Support County decision-makers through final decision</p> | <p>July 23, 2024 OR August 1, 2024, depending on decision</p> | <p>\$20,000</p> |
| | | <p>Total consultant fees under this cost proposal shall not exceed \$180,000</p> | |

Subcontractor Cost Estimates

Public Opinion Research Subcontractor Cost Estimate

| SOW Item # | Milestone / Deliverable | Invoice Date | Estimated Cost |
|------------|---|---|----------------|
| 3(c) | Qualitative public opinion research to Gauge community awareness of county funding situation and potential ballot solutions | March 1, 2024 | \$45,000 |
| 4(a) | Quantitative public opinion research to gauge community opinion on final shortlist of potential ballot solutions | April 1, 2024 | \$65,000 |
| | | Total estimated public opinion research subcontractor costs: \$110,000 | |

Fiscal Policy Expert Subcontractor Cost Estimate (If Needed)

| SOW Item # | Milestone / Deliverable | Invoice Date | Estimated Cost |
|------------|--|---|----------------|
| 2(b) | County financial outlook review and ballot policy options analysis | January 1, 2024 | \$10,000 |
| 2(c) | Develop final shortlist of potential ballot solutions | May 1, 2024 | \$10,000 |
| | | Total estimated fiscal policy expert subcontractor costs: \$20,000 | |

Legal Policy Counsel Subcontractor Cost Estimate (If Needed)

| SOW Item # | Milestone / Deliverable | Invoice Date | Estimated Cost |
|------------|--|---|----------------|
| 2(b) | County financial outlook review and ballot policy options analysis | January 1, 2024 | \$15,000 |
| 2(c) | Develop final shortlist of potential ballot solutions | May 1, 2024 | \$15,000 |
| | | Total estimated legal policy counsel subcontractor costs: \$30,000 | |

EXHIBIT C
INSURANCE REQUIREMENTS

(See attached)

| | INSURANCE REQUIREMENTS – | GENERAL |
|-----|--|--|
| I | Prior to the commencement of any work the vendor shall register with Jefferson County’s certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com. | Required |
| II | Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202 | Required |
| III | Jefferson County must be added as an additional insured to general liability and auto liability policies. | Required |
| IV | All policies as required shall provide a waiver of subrogation in favor of Jefferson County | Required |
| V | Insurance Requirements | |
| | Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. <ul style="list-style-type: none"> - Employer’s liability - \$100,000 each accident - \$500,000 disease policy limit - \$100,000 disease each employee | Required, Unless sole proprietorship |
| | Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability | Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate |
| | Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage. | Required \$1M CSL per accident |
| | Professional Liability/Errors and Omissions limits. | \$1M ea claim \$1M aggregate |
| | All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance. | Required |
| | The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof. | Required |
| | The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions | Required |

| | | |
|--|---|-----------------|
| | (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure. | |
| | Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance. | Required |
| | Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation. | Required |
| | | |
| | | |

Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

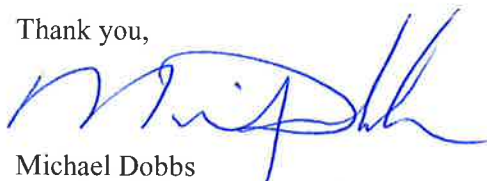
- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,



Michael Dobbs
Director, Safety and Compliance