

ADAMS COUNTY, COLORADO

**PURCHASE OF SERVICE AGREEMENT FOR BOARD OF EQUALIZATION
HEARING OFFICER**

THIS AGREEMENT ("Agreement") is made this 20th day of May 2017, by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Deborah A. Nastro, located at 344 Morning Star Lane, Lafayette, Colorado 80026, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

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

1. SERVICES OF THE CONTRACTOR:

Contractor shall act as a hearing officer to hear taxpayer appeals of property valuations. Contractor shall enter its findings and ruling into the County's computer system on the day of the appeal in order for the County to send timely notices to the taxpayers.

2. RESPONSIBILITIES OF THE COUNTY:

The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement. County shall provide necessary computer equipment.

3. TERM:

Term of Agreement: The term of this agreement shall be for year 2017 and renewable for up to 5 (five) one-year commitments, upon mutual consent of the parties.

4. PAYMENT AND FEE SCHEDULE:

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of \$75.00 (Seventy-Five Dollars) per hour with a 4 (four) hour minimum, to be paid within thirty days of the date the work is completed.

5. INDEPENDENT CONTRACTOR:

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents,

servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor 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.

6. NONDISCRIMINATION:

The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

7. INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. TERMINATION:

8.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

8.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

9. MUTUAL UNDERSTANDINGS:

- 9.1. 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 Adams County, Colorado.
- 9.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."
- 9.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 9.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.
- 9.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 9.6. 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.
- 9.7. 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.

- 9.8. 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 was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

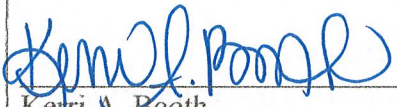


Adams County Attorney's Office 4430 S. Adams County Parkway 5 th Floor, Suite C5000B Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114
Adams County Board of Equalization Contact: Lorena Boston Address: 4430 S. Adams County Parkway, 5 th Floor, Suite C5000B Brighton, Colorado 80601 Phone: 720-523-6882 Fax: 720-523-6045 Email: ldoe@adcogov.org

- 9.9. 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.
- 9.10. 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.
- 9.11. 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.
10. **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:
- 10.1. 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.

- 10.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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).
- 10.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

Adams County Board of Equalization	
Eva J. Henry Chair	Date:
Approved as to Form  Kerri A. Booth Assistant County Attorney Adams County Attorney's Office	Date:
Signature:  Name: <u>Deborah A. Nastro</u>	Date: <u>May 22, 2017</u>
COUNTY OF <u>Boulder</u>) STATE OF <u>Colorado</u>)ss Signed and sworn to before me this <u>22nd</u> day of <u>May</u> , 2017 by Deborah A. Nastro.	
<div data-bbox="310 1528 696 1669" data-label="Image"></div>	 Notary Public My commission expires on: <u>01/28/2018</u>

LAWFUL PRESENCE AFFIDAVIT

I, Deborah Nastro, 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.

Deb Nastro

Signature

May 20, 2017

Date

COUNTY USE ONLY

Identification Produced (check one):

____ Drivers License

____ Identification Card

____ United States Military Card

____ United States Military Dependent's Card

____ United States Coast Guard Merchant Mariner Card

____ Native American Tribal Document

☒ United States Passport

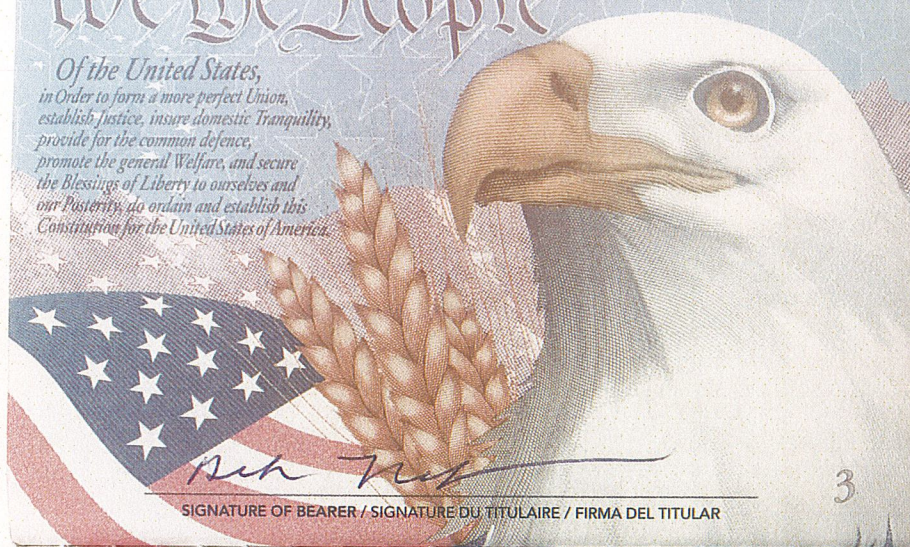
____ *Verification to be completed through the "SAVE" program.

Identification produced to: LORENA BOSTON, of Adams County. JB

Name of county employee

Initials

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*



PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. de Pasaporte

P

USA

532440992

Surname / Nom / Apellidos

NASTRO

Given Names / Prénoms / Nombres

DEBORAH ANN

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

11 May 1967

Place of birth / Lieu de naissance / Lugar de nacimiento

Sex / Sexe / Sexo

ARIZONA, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

Authority / Autorité / Autoridad

14 Aug 2015

Date of expiration / Date d'expiration / Fecha de caducidad

United States

13 Aug 2025

Endorsements / Mentions Spéciales / Anotaciones

Department of State

SEE PAGE 27

USA



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01893 - Board of Equalization Appraisers/Hearing Officers (Temporary, Part-Time)**Contact Information -- Person ID: 22047030**

Name:	Deborah A. Nastro	Address:	344 Morning Star Lane Lafayette, Colorado 80026 US
Home Phone:	602-565-0046	Alternate Phone:	
Email:	DNastro@mediate.com	Notification Preference:	Email
Former Last Name:		Month and Day of Birth:	05/11

Personal Information

Driver's License:	Yes, Colorado
Can you, after employment, submit proof of your legal right to work in the United States?	Yes
What is your highest level of education?	Doctorate

Preferences

Preferred Salary:	\$65.00 per hour; \$84,000.00 per year
Are you willing to relocate?	No My current residence is close to the Adams County Courthouse.
Types of positions you will accept:	Temporary
Types of work you will accept:	Part Time , Per Diem
Types of shifts you will accept:	Day , Evening , Rotating , On Call (as needed)

Objective

Serve as an equitable hearing officer/referee and/or arbitrator to make findings of fact and render decisions on appeals regarding the appropriateness of county assessor property valuations and related claims such as abatement petitions and senior and disabled Veteran property tax exemptions. Also, interested in providing mediation services during pre-hearing sessions if parties consent.

Education

Adams County has chosen not to collect this information for this job posting.

Work History

Adams County has chosen not to collect this information for this job posting.

Certificates and Licenses

Adams County has chosen not to collect this information for this job posting.

Skills

Adams County has chosen not to collect this information for this job posting.

Additional Information

Adams County has chosen not to collect this information for this job posting.

References

Adams County has chosen not to collect this information for this job posting.

Resume**Text Resume**

Adams County has chosen not to collect this information for this job posting.

Attachments

Attachment	File Name	File Type
DNastroJDAdamsHearingOfficerCV.pdf	DNastroJDAdamsHearingOfficerCV.pdf	Resume

Agency-Wide Questions

- Q: Are you currently employed by Adams County?
A: No
- Q: Have you been previously employed by Adams County?
A: No
- Q: Do you have any relatives currently working for Adams County?
A: No
- Q: If you have relatives currently working for Adams County, please list name(s) and department (s). If you answered "no", please list "None."
A: None
- Q: Do you have any business or financial relationship with Adams County? If so, please explain. Please include any contracts that you or your employer may have with Adams County or any services/benefits that you receive from Adams County.
A: None
- Q: Have you ever been charged with a felony or misdemeanor crime for which you have entered into a plea agreement, pled guilty, no contest or been convicted?
A: No
- Q: Have you ever been disciplinarily terminated, have resigned in lieu of termination, or been separated from any employment either by way of an automatic resignation or other agreement?
A: No
- Q: Has your license been suspended or revoked in the last three years? (for driving jobs)
A: No
- Q: Have you been convicted of any traffic violations in the last three years? (for driving jobs)
A: No
- Q: Have you worked or attended school under any other name?
A: No
- Q: List your "highest" level of education?
A: Doctorate
- Q: How did you learn about this job?
A: Adams County website

Deborah A. Nastro, J.D.

344 Morning Star Lane
Lafayette, CO 80026

mobile: (602) 565-0046
e-mail: DNastro@mediate.com

SUMMARY OF QUALIFICATIONS

Experienced hearing officer, arbitrator, and attorney with background in advising government entities regarding proper property valuations and arbitrating property valuation disputes. Specialized experience handling property tax exemptions as Assistant Legal Counsel for the Colorado Judicial Department. Skilled at presiding over hearings, applying rules of civil procedure and evidence, critically analyzing arguments, and rendering well-reasoned recommendations grounded in law and fact. Extensive administrative appellate hearing experience as former Arizona Assistant Attorney General. Well-versed in the cost, income, and market approaches to property valuation and familiar with Colorado laws on abatement, property valuation arbitration, and senior and disabled veteran property tax exemptions. Excellent research, writing, and speaking skills with prior experience drafting decisions related to property taxation for Arizona school finance as a State Supreme Court Judicial Clerk. Proven ability to handle rigorous workload on a part-time basis.

RELEVANT PROFESSIONAL EXPERIENCE

Contract Attorney and Arbitrator, Dispute Resolutions, Phoenix, Arizona, and Nastro Legal and Education Services, Denver Area, Colorado, Oct. 2003 - Present (average 10-12 hours per week)

- Draft and negotiate business, lease, and professional services contracts
- Provide legal counsel to residential landlords regarding liability risks, insurance, property taxation, business formation, and research, review, and draft leases
- Arbitrate disputes, critically evaluate evidence and testimony, apply relevant rules of procedure and evidence, interpret laws, and author equitable arbitration decisions
- Conducted mediation services through Boulder County Bar Association Mediator Directory, Arizona Courts, and Better Business Bureau

Assistant Legal Counsel, Colorado Judicial Branch, State Court Administrator's Office, Denver, Colorado. May 2007 - July 2013, (.5 -.8 FTE throughout term)

- Advised Courts and Judicial subdivisions on property transactions and federal and statute regulatory compliance
- Drafted and negotiated a myriad of contracts for Probation Department, District Court Administrators, JBITS, Court Improvement Program, and various subdivisions such as Judicial Education and ODR. Contracts included sophisticated, high-end negotiations with vendors such as Alfresco, LinkedIn, Thomas Reuters, LexisNexis, and other State agencies
- Lead attorney for the contracts and leases related to the Branch's development, construction, and operation of the Ralph Carr Justice Center
- Provided legal counsel regarding property tax exemptions, procurement processes, and federal and state funding awards and drafted agreements to ensure regulatory compliance
- Co-developed and presented training to internal department chiefs on third-party contracts
- Established and maintained rapport with clients and received client commendations
- Position eliminated and became full-time position

Arizona Assistant Attorney General, Office of the Attorney General, Phoenix, Arizona.

Sept. 1998 - Oct. 2003, full-time

- Advised the Arizona State Land Department on proper property valuation issues related to personnel management issues
- Counseled Arizona agencies and boards and on federal and state employment laws, regulatory compliance, risk management, contract language, and policy development and revisions
- Successfully handled appellate actions in state and federal courts and before administration tribunals including the EEOC, the Judicial Merit Council, and the Personnel Board
- Facilitated settlements and drafted settlement agreements

- Researched and drafted advisory opinions and intergovernmental and employment contracts
- Developed and conducted agency training regarding personnel management and regulatory compliance
- Established and maintained strong rapport with clients and received numerous commendations
- Problem solved day-to-day inquiries from agencies regarding personnel issues and liability management

EDUCATION

University of Arizona, James E. Rogers School of College Law, Tucson, Arizona, Juris Doctorate

Honors:

- Arizona Law Review, Executive Note Editor
- Moot Court Awards, Brief Writing and Oral Advocacy, and Moot Court Judge
- Ares Fellow, Legal Research and Writing Instructor
- Arizona Supreme Court Judicial Clerk Justice F. Martone, Phoenix, Arizona
Drafted judicial decisions and opinions that established legal precedent for seminal state education financing case and for civil rights, health care, and criminal issues

Pomona College, Claremont, California, Bachelor of Arts

Honors:

- Distinguished Psychology Thesis
- Founder, "The Diversity Forum"
- Newspaper Editor, "The Student Life"
- Residential Advisor and Senior Service Award

SPECIALIZED EDUCATION AND TRAINING

Mediation and Arbitration Program, Straus Institute for Dispute Resolution, Pepperdine School of Law

Certified Employment Law Mediator, Alliance for Education in Dispute Resolution

Ombuds Training, International Ombudsman Association

French Language and Law Program, Université Stendhal, Grenoble, France

Notary Public, Colorado Secretary of State

PROFESSIONAL MEMBERSHIPS AND ASSOCIATIONS

Colorado Bar Association

Arizona State Bar Association

American Bar Association

International Ombudsman Association

MediateInside Association

LANGUAGES AND RELEVANT PROFESSIONAL SKILLS

French, conversational proficiency and able to read and write in French

Computer Software Programs, MS Word, PowerPoint, Excel, Outlook, Westlaw, and Lexis

Public Speaking, Toastmasters speech competitions and awards

Pro Bono Attorney, Rocky Mountain Immigration Advocacy Network