

**ADAMS COUNTY, COLORADO PURCHASE OF SERVICE AGREEMENT
FOR MAINTENANCE FOR THE ADAMS COUNTY DETENTION FACILITY**

THIS AGREEMENT ("Agreement") is made this September 29 2016, by and between the Adams County Sheriff's Office, located at 332 North 19th Avenue, Brighton, Colorado 80601, Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Sierra Detention Systems, located at 1177 South 4th Avenue, Brighton, Colorado 80601, 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:

- 1.1. The Contractor shall provide all on and off site labor in preventative maintenance, and repair for the Sierra Detention Systems located at 1100 Judicial Center Drive and 150 North 19th Avenue in Brighton Colorado.
- 1.2. The Contractor shall utilize the remaining spare parts in the system inventory, currently held by the Sheriff's Office before quoting new hardware to maintain the system.
- 1.3. For extra work and under change order to this agreement, the Contractor shall, at the direction of the Sheriff's Office, provide hardware and/or software upgrades to the system that are outside of the service agreement. Prior to incurring any expense the Contractor shall provide a not-to-exceed price for any such upgrades and must obtain the Sheriff's approval prior to beginning the work.
- 1.4. The Contractor shall provide, thirty (30) days in advance, a projected work schedule for any given month detailing the preventative maintenance and estimated hours required to perform the scheduled work. Work days and hours are generally Monday through Friday, 8:00 a.m. to 5:00 p.m. Any change in work hours will be mutually agreed upon in order to improve efficiency and or facility security.
- 1.5. The Contractor's technician must sign in and sign out when entering and exiting the Detention Facility.
- 1.6. The Contractor's technician shall check in with the Administrative Commander and/or designee to discuss what work is scheduled for the day.
- 1.7. At the end of the day the Contractor's technician will again meet with the Administrative Commander and/or designee to review the progress on the work that was scheduled for the day.
- 1.8. All monthly invoices must include a detailed description of the work completed including:
 - 1.8.1. A list of all parts used to complete the work. The parts list shall be broken down into two (2) categories. The first category being parts used from the Sheriff's Office system inventory including their value. The second parts category shall be parts purchased by the Sheriff's Office.

- 1.8.2. The total number of hours used to complete the work broken down into a list of each of the contractor's employees who performed work and the hours each employee logged in the completion of that work, whether on or off site.
- 1.8.3. A chronological description of the work performed for every day the contractor is on site to include the work day start and stop times.
- 1.9. Emergency Services: Emergency calls, as determined by the on-duty designee, will have a maximum of a two (2) hour phone response time. If the issue cannot be resolved over the phone and the facility requests the presence of an on-site technician before the next scheduled workday, a technician will be dispatched within 3 hours, unless prohibited by travel schedules and weather conditions. Emergency calls will be billed as detailed in paragraph 12.7 below.

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.

3. **TERM**:

- 3.1. Term of Agreement: The term of this Agreement shall be for twelve (12) months starting September 1, 2016.
- 3.2. Extension Option: The County, as its sole option, may offer to extend the Agreement as necessary for up to three, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. **PAYMENT AND FEE SCHEDULE**:

- 4.1. Contractor shall accept as full payment for all labor the sum of \$18,214.52 (eighteen thousand two hundred fourteen dollars and fifty-two cents) per month for the first year of the contract. The County will be billed for all parts purchased through the contractor. A detailed list of parts purchased will be given to the County prior to purchase. Should the County chose to exercise the option to renew this agreement the following pricing is agreed to by the parties:
 - 4.1.1. Monthly rate for year 2 shall be \$18,760.96 an increase of 3%
 - 4.1.2. Monthly rate for year 3 shall be \$19,323.79, an increase of 3%
 - 4.1.3. Monthly rate for year 4 shall be \$19,903.51 an increase of 3%
- 4.2. The County shall pay all approved invoices within thirty (30) days of invoice date.
- 4.3. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

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 its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the 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's 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 non-discrimination clause.**

6.1 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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 direct 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. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence \$1,000,000.00

8.1.2. General Aggregate \$2,000,000.00

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage \$1,000,000.00 (each accident) Per Colorado Statutes

8.2.2. Personal Injury Protection Per Colorado Statutes

8.3. **Worker's Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising

out of the rendering, or failure to render, any professional services.

8.4.1. Each Occurrence \$1,000,000.00

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

9. TERMINATION:

9.1. 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. If this Agreement is terminated by the County, the Contractor will be paid for the services actually performed under this Agreement, less payments previously made to the Contractor under this Agreement.

9.2. For Convenience: Either Party may terminate this Agreement at any time by giving written notice

at least thirty (30) days prior to the effective date of the termination 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.

10. MUTUAL UNDERSTANDINGS:

- 10.1. 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 in Adams County, Colorado.
- 10.2. 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, 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 (HIPPA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information".
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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
Brighton, Colorado 80601
Phone: 720-523-6116
Fax: 720-523-6114

Adams County Sheriff's Office
Division Chief Roger Kelley
150 North 19th Avenue
Brighton, Colorado 80601
Phone: 303-655-3411
Fax: 303-654-3393

Sierra Detention Systems
David Peterson, President
1177 South 4th Avenue
Brighton, Colorado 80601
Phone: 303-278-6879
Fax: 303-278-6921

Email dpeterson@sierradetentionsystems.com

- 10.9. 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.
- 10.10. 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.
- 10.11. 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.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. NOT INCLUDED IN THE CONTRACT:

- 12.1. Not included in this contract is any work required due to fire, riot, act of God or abuse. Abuse is defined as any act, condition, or lack of service resultant from the actions of the staff or its agents that result in the degradation or malfunction of any item in the system.
- 12.2. Fire alarm and related equipment.
- 12.3. HVAC, environmental and related equipment.
- 12.4. Equipment that Contractor may control but did not install i.e. electric light fixtures and plumbing related equipment.
- 12.5. Any other equipment, device, software, firmware not specifically installed by Contractor.
- 12.6. Commercial and Detention Door Hardware not installed by Contractor.
- 12.7. Emergency Service Rates: In the event of an emergency situation, as determined by the on-duty designee, and technical telephone or on-site technical support is requested during weekend or after-hours (Monday through Friday between the hours of 5:00 p.m. and 8:00 a.m.) support is billable at \$100.00 per hour. Mileage will be calculated using the standard mileage rate as provided by the Internal Revenue Service should a service trip be necessary or requested outside of preventative maintenance. Travel time charged shall not exceed 1 hour.
- 12.8. Unauthorized Access: Anyone accessing Sierra's System voids this agreement unless otherwise instructed by a technician for trouble shooting efforts. (Example: If an officer physically unplugs equipment and wants to move equipment around and improperly reconnects, causing damage to the equipment, or if an officer or employee of the facility tried to change or modify the control equipment in the cabinets, causing damage to the equipment.)
- 12.9. Hazardous conditions: The contractor shall be informed of any work areas that may contain Asbestos materials or materials containing Lead.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMMENDED 5/13/2008: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq., as* amended 5/13/2008, the Contractor shall meet the following requirements prior to signing this Agreement and for the duration thereof:

- 13.1. 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.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work

under the Agreement.

- 13.3. 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 the Agreement.
- 13.4. At the time of signing the Agreement, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
- 13.6. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days from the date 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. 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).
- 13.8. If Contractor violates this Section of the 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:

Board of County Commissioners

Steven J. Dennis _____ Date 9/29/16 _____
Chair

Sierra Detention Systems

[Signature] _____ Date 9/16/16 _____
Signature

DAVID S. PETERSON _____ Title PRES _____
Printed Name

Attest:

Stan Martin, Clerk and Recorder [Signature] _____
Deputy Clerk

Approved as to Form: [Signature] _____
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

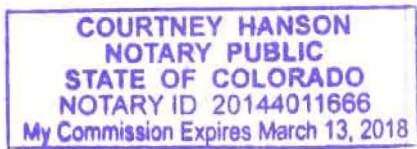
COUNTY OF Adams _____)

STATE OF Colorado _____)SS.

Signed and sworn to before me this 16th day of September, 2016,

by David S. Peterson _____,

Courtney Hanson _____
Notary Public



My commission expires on: March 13, 2018 _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

1
Sierra Detention Systems _____ Date 9/16/16 _____


Signature _____

DAVID SPETELSON
Name (Print or Type) _____

Pres
Title _____

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering