

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT  
FOR JD EDWARDS SOFTWARE CONSULTING SERVICES**

THIS AGREEMENT ("Agreement") is made this 12 day of SEPTEMBER 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Denovo Ventures, LLC, located at 6328 Monarch Park Place, Suite 200, Niwot, Colorado 80503, 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. All work shall be in accordance with the attached Statement of Work for Consulting Services as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**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 from August 14, 2017 through August 13, 2018, ~~2017~~ 

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

**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 Thirty Thousand Dollars (\$30,000.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
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:**
- 6.1. **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. Adams County is an equal opportunity employer.**
- 6.1.1. 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 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  
8.1.2. General Aggregate: \$2,000,000
- 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 (each accident)  
8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. **Workers' 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, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000  
8.4.2. This insurance requirement applies only to the 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, and comprehensive automobile 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 or 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 coverage or policies required under this Agreement.

## **9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

## **10. WARRANTY:**

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from material defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. ~~Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.~~

## **11. TERMINATION:**

11.1. **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.

11.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. 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.

## **12. MUTUAL UNDERSTANDINGS:**

- 12.1. **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 with Adams County, Colorado.
- 12.2. **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, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. 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).
- 12.3. **OSHA:** The 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.
- 12.4. **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.
- 12.5. **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.
- 12.6. **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.

12.7. **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.

12.8. **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 an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Information Technology and Innovation  
Contact: Brian Dobbins  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6131  
E-mail: bdobbins@adcogov.org

Department: Adams County Purchasing  
Contact: Anna Forristall  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6297  
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Denovo Ventures, LLC  
Contact: Aaron Webb  
Address: ~~6328 Monarch Park Place, Suite 200~~  
City, State, Zip: ~~Niwot, Colorado 80503~~  
Phone: 303-514-4090  
E-mail: awebb@denovo-us.com

6400 Lookout Road #101  
Boulder, CO 80301

12.9. **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.

- 12.10. **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.
- 12.11. **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.
- 12.12. **Confidentiality:** All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

**13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 13.1. **Amendments or 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. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

**14. 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 May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.

- 14.4. 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.
- 14.5. 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.
- 14.6. If the 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. 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).
- 14.8. 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.

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

**ADAMS COUNTY  
INTERIM DEPUTY COUNTY MANAGER**

*Patti Duncan*  
Patti Duncan

9/12/17  
Date

**DENOVO VENTURES, LLC**

*[Signature]*  
Signature

9/8/2017 (AF)  
Date

Mark D. Adolph  
Printed Name

CFO  
Title

**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 Boulder

STATE OF Colorado )SS.

Signed and sworn to before me this 8<sup>th</sup> day of September, 2017,

by Mark P. Adolph

*[Signature]*  
Notary Public

PATRICIA J TWOGOOD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID: 20074016538  
MY COMMISSION EXPIRES APRIL 25, 2019

My commission expires on: 4/25/2019

**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:**

DENVO  
Company Name

9/8/2017 (AF)  
Date

  
Signature

Mark D Adolph  
Name (Print or Type)

CFO  
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

A check in this box indicates that this agreement has been changed from the original.

### CONSULTING SERVICES STATEMENT OF WORK

**THIS CONSULTING SERVICES STATEMENT OF WORK ("Consulting Services SOW"), dated as of the 8th day of August, 2017 ("SOW Effective Date"), is by and between DENOVO VENTURES, LLC, a Colorado limited liability company ("Denovo"), and Adams County of Colorado (the "Client") (each a "Party" and together the "Parties").**

Pursuant to the Adams County Professional Services Agreement ("PSA"), Denovo and Client desire to enter this Statement of Work for the performance by Denovo of certain Consulting Services, described herein. This Statement of Work provides details of the Consulting Services, related products if any, definitions, Service-specific terms, and the Client's one-time and recurring fees.

Delivery Period: August 14, 2017 through August 13, 2018

#### 1. Definitions

Capitalized terms not otherwise defined herein or in the PSA shall be defined as follows:

- i. **Additional Consulting Services** means any services or responsibilities that are necessary to provide the Consulting Services and any additional or new services or responsibilities to which the Parties may mutually agree through the Change Order process.
- ii. **Agreement.** This SOW and any related Change Order(s) combined with the PSA, which together shall constitute an independent contract.
- iii. **Client Input** means any suggestions, enhancement requests, recommendations or other feedback from the Client or its employees or agent relating to the performance of the Services.
- iv. **Consulting Services** means the Services described in this SOW.
- v. **Termination Date** means the date on which the Agreement is terminated or expires.

#### 2. Term and Termination

- i. **Term.** The initial term of this Consulting Services SOW is one (1) year following the SOW Effective Date (the "Term").
- iii. **Termination for Cause by Client; for Insolvency or Expiration.** If the Agreement is terminated by Client, the Term expires and any successive term is cancelled, or either Party terminates due to insolvency, then the Client shall only be liable for amounts owed for Services actually provided and Expenses actually incurred through the effective date of Termination.
- iv. **Termination Date.** The Client shall immediately cease accessing and otherwise utilizing (and at Denovo's option, return or destroy) Denovo's Confidential Information, Work Product and the Consulting Services upon the Termination Date (except as otherwise permitted herein), and Denovo shall have no further obligation to provide the Consulting Services.

- v. **Suspension.** Denovo reserves its right to temporarily suspend the Consulting Services if the Client violates any material provision of the Agreement. Denovo will use reasonable efforts to restore Consulting Services promptly after Denovo determines, in its reasonable discretion, that the issues have been resolved or the situation has been cured.
- vi. **No Excuse for Non-Payment.** Any suspension or termination by Denovo under this Section shall not excuse the Client from the Client's obligation to make payment(s) under the Agreement.

### 3. **Scope of Consulting Services.**

Denovo will provide the Client with Consulting Services as set forth in this Consulting Services SOW. In addition, Denovo, in its discretion, will provide the Client with any Additional Consulting Services pursuant to a Change Order or separate statement of work. Denovo has no obligation to provide any Additional Consulting Services or any other Service to Client including, without limitation, with respect to any adaptations, configurations or modifications of the Consulting Services made by the Client or any third party, any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Consulting Services, or any use or implementation of the Consulting Services by the Client that is not in compliance with the Agreement. Denovo reserves the right to determine the method, manner, and means by which the Consulting Services will be performed. Except as expressly stated in this Consulting Services SOW to the contrary, Denovo is not required to perform the Consulting Services during a fixed hourly or daily time, and if the Consulting Services are to be performed on Client's premises, the time spent on Client's premises is to be at the discretion of Denovo, subject to Client's normal business hours and reasonable security requirements.

The Consulting Services may consist of both Standard Consulting Services and Customized Consulting Services. "**Standard Consulting Services**" are those Consulting Services that Denovo regularly provides to its clients and are considered routine for a business in Client's industry. "**Customized Consulting Services**" are those Consulting Services Denovo provides to Client based on the specific needs and requests of Client. Standard Consulting Services and Customized Consulting Services are more specifically identified elsewhere in this Consulting Services SOW.

The Consulting Services, schedule for Consulting Services, and billing rates applicable to this Consulting Services SOW are as set forth below:

#### **I. Consulting Services and Deliverables**

Adams County, Colorado is requesting JD Edwards EnterpriseOne consulting support to assist with two projects:

##### **1. Guidance and support for Expense Management module implementation**

Provide a senior functional consulting resource on an as needed basis to support Adams County's implementation of the EnterpriseOne Expense Management module. The goal of this support is to provide functional expertise, best practice processes, project guidance and education on pitfalls and issues with implementing Expense Management. The support will be on an as needed, as requested basis and is not considered a formal implementation by Denovo.

##### **2. WebSphere upgrade**

Provide a senior CNC functional consulting resource on an as needed basis to support Adams County's upgrade of WebSphere as it relates to EnterpriseOne.

Denovo will provide then functional and technical support to Adams County on as needed, as requested basis. Denovo will use our best efforts to respond to those requests for assistance in a timely manner. Where possible, the work can be completed remotely which will allow for a quicker response from Denovo.

**ii. Work Product (as Defined in PSA and to be Created in Connection with Consulting Services)**

Detailed Work Product and Deliverables are not part of this Statement of Work at this time. If any Deliverables or Work Product become required, they will be defined jointly between Adams County and Denovo. At a minimum, the consulting professional will prepare a weekly status report for each week services are performed. The format and due date of the status report will be defined by Denovo.

**iii. Schedule**

Work start dates will be determined jointly between Denovo and Adams County.

**iv. Billing Rates**

Role	Bill Rate
Project Manager	\$190/Hour
Senior Business Analyst - Functional Consultant	\$185/Hour
CNC Consultant	\$175/Hour
JDE Developer	\$150/Hour

\* Denovo rates listed above apply to this Statement of Work only

**4. Service Upgrades and Additional Consulting Services.**

Denovo may introduce Additional Consulting Services, including, without limitation, new features and enhanced functionality, at any time. The Parties shall utilize the Change Order Process to add any such Additional Consulting Services to the SOW, provided, however, that if the Client requests Additional Consulting Services within ninety (90) days of the SOW Effective Date, those Additional Consulting Services will be priced according to the fees listed at the time of the SOW Effective Date. Any Additional Consulting Services requested by Client after ninety (90) days from the SOW Effective Date will be subject to Denovo's then-current rates for such Additional Consulting Services.

**5. Service Fees**

Consulting Services	Estimated Hours	Service Fees	Standard/Custom
Expense Management Implementation Support	Up to 124.3	\$23,000	standard
WebSphere Upgrade or other CNC Support	Up to 40	\$7,000	standard

Consulting Services	Estimated Hours	Service Fees	Standard/Custom
<b>Total</b>	<b>Up to 164.3</b>	<b>\$30,000</b>	

The above is an estimate of hours that may be required. This is a time and materials project and only actual hours incurred will be billed. Client shall deposit with Denovo an amount equal to ten percent (10%) of the estimated applicable Fees and Expenses for this SOW upon execution. Such amounts shall be applied towards the total Fees and Expenses by reducing the final payment(s) owed by Client by the amount of such deposit.

Denovo will invoice the Client on a weekly basis for Consulting Services delivered at the rates and In amounts specified herein.

**Method of Payment.** Unless otherwise agreed to in writing by both parties, all amounts to be paid to Denovo under this Statement of Work shall be paid in U.S. dollars and may be made using electronic or automated clearing house (ACH), automatic bill pay mechanisms, or by federal wire transfer to the account or accounts designated below.

Denovo Ventures, LLC  
 ACH/Wire: Pacific Mercantile Bank  
 ABA/Routing: #122242869 Acct: #42696200  
 Beneficiary PMB Customer Account Name: Denovo Ventures Holdings, LLC

For international wire instructions, please contact: [AR@Denovo-us.com](mailto:AR@Denovo-us.com)

### 6. Service Fee Assumptions

Services may be added, revised or deducted via the Change Order process with the written approval of both Parties.

It is understood that any federal, state or local taxes applicable to the Consulting Services shall be added to each invoice for Services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Denovo for the State of use.

### 7. Expenses

Airfare	Actual Cost	Per Denovo Travel and Expense Policy
Meals	Per Diem	Per Denovo Travel and Expense Policy
Lodging	Actual Cost	Per Denovo Travel and Expense Policy
Auto Mileage	Actual Cost	Per Denovo Travel and Expense Policy
Parking	Actual Cost	Per Denovo Travel and Expense Policy

Taxis, Car Rentals, Gasoline	Actual Cost	Per Denovo Travel and Expense Policy
Laundry (if onsite for 5+ straight days)	Not Reimbursed	
Other incidental expenses	Not Reimbursed	

\*Actual Cost, Per Diem, Not to Exceed, or Not Reimbursed

### 8. *Access to Client Locations and Networks; Compliance.*

The Client will supply Denovo personnel with reasonable accommodations and any physical or online access to any Client facilities, personnel, locations or networks as reasonably necessary to perform the Consulting Services. If it becomes necessary for Denovo personnel to be on-site at a Client location, Denovo will give the Client advance notice. Denovo will obey, and will ensure that all Denovo personnel obey, whenever on site at any Client location or any other facility that is owned, leased or operated by the Client or any of its affiliates, all lawful, reasonable and applicable rules and regulations as well as the Client's reasonable policies, standards, and procedures, as such policies are communicated in writing by the Client to Denovo from time to time. The Client will have the same obligations with regard it to its personnel on Denovo premises. Such rules and policies will not operate to materially change the terms of the Agreement. Denovo and Client will each designate a point of contact for the Consulting Services and will work together to detail necessary project plans and approaches. Denovo's ability to provide Consulting Services is likely to be affected if Client does not provide the foregoing access and assistance.

### 9. *Intellectual Property.*

Denovo shall retain all right, title and interest in and to any Denovo Intellectual Property used or included in the Consulting Services and all Work Product created in connection therewith (as specifically described in Section 3(ii)). Upon Client's payment of all fees set forth herein, Denovo shall grant to Client a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, nonexclusive, nonsublicensable license to the Work Product resulting from the Consulting Services. Client shall use the Work Product in a manner and for the purposes for which it was designed and in accordance with the terms of this Agreement solely for its internal business purposes. In the event that the Consulting Services include the delivery by Denovo to Client of any software ("*Licensed Software*"), Client shall not hack, decompile, reverse engineer, or modify such Licensed Software for any reason and shall agree to be bound by a separate license agreement. Client's failure to comply with this Section 9 shall be deemed a material breach of this Agreement. The foregoing license shall not apply to any third party software, which will be subject to a separate license agreement between Client and the software provider, or software provided by Denovo, which will be subject to a separate license agreement between Client and Denovo.

### 10. *Warranty and Disclaimer.*

- i. ***Express Warranties.*** Denovo warrants that: the Consulting Services will be performed in a good and workmanlike manner by individuals with levels of knowledge, skill and experience commensurate with the requirements of the Agreement.
- ii. ***Disclaimer of Warranties.*** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, DENOVO MAKES NO REPRESENTATIONS OR WARRANTIES TO CLIENT, WHETHER EXPRESS, IMPLIED,

STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DENOVO DOES NOT WARRANT THAT THE CONSULTING SERVICES WILL BE COMPLETELY ERROR FREE. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CLIENT IN CONNECTION WITH THE PROVISION OF THE CONSULTING SERVICES.

- iii. **Exclusivity of Remedies.** DENOVO'S SOLE LIABILITY AND THE CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION SHALL CONSIST OF, IN DENOVO'S DISCRETION, (I) DENOVO CORRECTING THE NON-CONFORMING CONSULTING SERVICE AT NO ADDITIONAL CHARGE TO THE CLIENT; OR (II) DENOVO REFUNDING TO THE CLIENT AMOUNTS PAID THAT ARE ATTRIBUTABLE TO THE DEFECTIVE CONSULTING SERVICE FROM THE DATE DENOVO RECEIVED NOTICE OF SAME. IN ORDER TO RECEIVE WARRANTY REMEDIES, THE CLIENT MUST PROMPTLY REPORT DEFICIENCIES IN WRITING TO DENOVO NO LATER THAN THIRTY (30) DAYS AFTER THE DATE THE CLIENT IDENTIFIES THE DEFICIENCY.

### 11. **Limitation of Liability.**

- i. **Limitation of Liability.** IF DENOVO SHALL BE LIABLE TO THE CLIENT FOR ANY MATTER RELATING TO OR ARISING FROM THE SOW, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE AGAINST DENOVO WITH RESPECT TO ANY AND ALL BREACHES, PERFORMANCE, NONPERFORMANCE, ACTS OR OMISSIONS HEREUNDER WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID BY THE CLIENT TO DENOVO UNDER THIS SOW FOR THE APPLICABLE STANDARD CONSULTING SERVICES OR CUSTOMIZED CONSULTING SERVICES GIVING RISE TO SUCH LIABILITY (E.G., IF DAMAGES ARISE OUT OF CUSTOMIZED CONSULTING SERVICES, DENOVO'S LIABILITY SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID FOR CUSTOMIZED CONSULTING SERVICES ONLY).
- ii. **Exclusion of Damages.** IN NO EVENT SHALL EITHER PARTY OR ITS PERSONNEL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) NOR SHALL THEY BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.
- iii. **Limitation on Actions.** No action, regardless of form, arising under or relating to the Agreement, may be brought by Client more than one year after the event giving rise to the cause of action has occurred.
- iv. **Subcontractor Liability.** The exclusions and limitations of liability under the Agreement will operate to the benefit of Denovo's subcontractors under the Agreement to the same extent that such provisions operate to the benefit of Denovo. Any limitations of liability hereunder will be computed for Denovo and its subcontractors in the aggregate. Denovo's subcontractors shall be deemed third-party beneficiaries of this Section.



**12. *Modification or Discontinuance of Consulting Services.***

Subject to the notice provisions in the PSA, Denovo reserves the right to modify or discontinue Services provided under this SOW and to introduce new Services and features. Denovo may make available to Client all new Services and features offered to all of its other clients in accordance with the Change Order process or subject to a separate statement of work or Order Document. Denovo may, in its sole discretion, discontinue a Service provided under this SOW at any time. Denovo will give the Client ninety (90) days' notice of the discontinuance of a Service. Discontinuance does not affect Change Orders accepted prior to the date of discontinuance, but new Change Orders for a Service will not be accepted after the date the Service is discontinued.

Denovo may, in its sole discretion, modify a Service from time to time – for example to work with new third-party products and services and to stay current with changing standards. Denovo will give the Client thirty (30) days' written notice of the modification of a Service. Such modifications will affect both existing Services and new Change Orders. Within sixty (60) days of receipt of a notice of modification to a Service, Client may terminate that Service without liability for cancellation charges (provided Client shall still be liable for amounts owed by Client to Denovo for Services performed up to the date of termination) if the modification has made the Service materially less useful to Client.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, Denovo and the Client have executed this Consulting Services Statement of Work as of the date set forth above.

**DENOVO VENTURES, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Adams County of Colorado**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM  
COUNTY ATTORNEY**

2023/08/01 10:00 AM