

Purchase Order Number 15592

**ADAMS COUNTY  
PURCHASE ORDER**Page - 1 of 1  
Order Date: 03/06/18  
Requested Date: 03/06/18  
Cost Center: 1021This Number Must Appear on all  
Invoices, Packing Lists, and Packages

Vendor Address	Vendor and Shipping Information	Ship To Information
PIONEER TECHNOLOGY GROUP LLC 1100 CENTRAL PARK DRIVE SANFORD FL 32771	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY CLERK & RECORDER ADMIN. 4430 SOUTH ADAMS COUNTY PARKWAY SUITE E3109 BRIGHTON CO 80601-8203
VENDOR NUMBER: 584601		

Purchase Order is for 2018 Landmark System Maintenance as per agreement attached hereto. BD

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	2018 Landmark Agreement		EA	0.0000	40,000.00	1021.7825	11776

Original

Term	Tax Rate	Sales Tax	Total Order
Net 30 Days	*NA*	0.00	40,000.00

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT  
COLORADO TAX EXEMPT #98-03566Invoice to:  
Adams County A/P  
4430 S. Adams County Pkwy.  
Suite C4000A  
Brighton, CO 80601-8212  
720-523-6050Inquiries to:  
Adams County Purchasing Department  
4430 S. Adams County Parkway,  
Suite C4000A  
Brighton, CO 80601-8212  
720-523-6050  
DEROMAMIS, BENJAMIN R

ADAMS COUNTY AUTHORIZED SIGNATURE

## ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

**Quality:** Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

**Packing Charges:** No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

**Terms of Payment:** Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

**Tax Exempt:** County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

**Appropriation Clause:** The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

**Cancellation for Cause:** This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

**Risk of Loss:** If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

**Compliance:** Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

**Patents and Copyrights:** Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

**Indemnification:** Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

**Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

**Assignment:** This Order shall not be assigned in whole or in part without the prior written approval of County.

**No Waiver of Rights:** No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

**Entire Agreement:** This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.



**SOFTWARE MAINTENANCE AGREEMENT**

between

**PIONEER TECHNOLOGY GROUP, LLC.**

**("PTG")**

having its principal place of business at:

1100 Central Park Drive, Suite 100

Sanford, Florida 32779

Fax No.: 407-321-7434

and

**ADAMS COUNTY CLERK AND RECORDER**

**("COUNTY")**

having its principal address at:

4430 S. Adams County  
Brighton, CO 80601

**(1) Definitions and Identifications.** For all purposes of this Agreement, unless the context specifically indicates otherwise, and in addition to other terms defined only within the internal text of this Agreement or incorporated by reference into this Agreement, the terms defined in this section shall be applicable. Unless otherwise specifically provided herein, all defined terms used in the Software License Agreement shall have the same meaning assigned thereto when used in this Agreement.

(a) *Basic Maintenance Fees* - the fees for Covered Maintenance Services specified in §7 of this Agreement.

(b) *Basic Maintenance Period* - the basic maintenance period specified in §6 of this Agreement.

(c) *Covered Maintenance Services* - includes all Conformity Maintenance Services and all Upgrade Maintenance Services.

(d) *Conformity Maintenance Services* - services necessary to insure that the Software operates in conformity with all Functional Specifications.

(e) *Contract Year* - each annual one year period during the term of this Agreement, with the first such period beginning on the Maintenance Agreement Effective Date, and ending on the date immediately preceding the first annual anniversary date of the Maintenance Agreement Effective Date, and each equivalent one year period succeeding the first Contract Year.

(f) *Critical Defect* - an Error in the Software or Documentation which renders the Software unable to perform a Functional Specification.

(g) *Non-Critical Defect* - any defect in the Software or Documentation other than a Critical Defect.

(h) *Online Support* - the provision of diagnostic advice and assistance concerning the use and operation of the Software via a virtual private network or similar method.

(i) *Telephone Support* - the provision of general information and diagnostic advice and assistance concerning the use and operation of the Software via telephone.

(j) *Upgrade Maintenance Services* - all Enhancements developed by PTG for the Software and related Documentation during the term of this Agreement.

**(2) Agreement.** This agreement ("Agreement") covers the maintenance of Software licensed or delivered by PTG for the benefit of County pursuant to that certain concurrently effective Software License Agreement (the "Software License Agreement") between the Parties. THIS AGREEMENT PROVIDES MAINTENANCE SERVICES ONLY WITH RESPECT TO SOFTWARE, INCLUDING THIRD PARTY SOFTWARE, SUPPLIED BY PTG TO COUNTY PURSUANT TO THE TERMS OF THE SOFTWARE LICENSE AGREEMENT. THIS

AGREEMENT DOES NOT PROVIDE FOR MAINTENANCE SERVICES FOR ANY THIRD PARTY SOFTWARE NOT SUPPLIED BY PTG TO COUNTY OR FOR ANY HARDWARE.

(3) **Initial Maintenance Term.** The initial term ("Initial Term") of this Agreement for all modules, shall begin sixty (60) days following the Software Acceptance Date ("Maintenance Agreement Effective Date") for Landmark. Unless sooner terminated in accordance with §15 hereof, or unless extended in accordance with §4 hereof, the term of this Agreement shall remain in effect for a period ending on the date immediately prior to the third (3rd) annual anniversary date of the Maintenance Agreement Effective Date.

(4) **Automatic Renewal and Subsequent Term.** Upon expiration of the Initial Term, this Agreement shall be automatically extended for successive three (3) year periods (each such three (3) year period referred to as a "Subsequent Term"), unless the term of this Agreement is terminated during any such Subsequent Term in accordance with §15 of this Agreement. 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) **Software.** This Agreement covers all Software as described in the initial License Summary incorporated into the Software License Agreement as *Exhibit 1* attached thereto. Unless County otherwise notifies PTG, all subsequently ordered Software installed by PTG shall be automatically added to this Agreement immediately upon the expiration of the Warranty Period for such subsequently ordered Software (prorated for the applicable Contract Year).

(6) **Basic Maintenance Period.** The Basic Maintenance Period commences on Monday and continues through Friday of each week (7:30 a.m. to 5:00 p.m., Mountain Standard Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(7) **Basic Maintenance Fees.** Basic Maintenance Fees during the Initial Term are set forth in the License Summary, *Exhibit 1* to the Software License Agreement. Basic Maintenance Fees become effective upon the expiration of the Warranty Period. Basic Maintenance Fees for subsequently ordered Software shall be the PTG Basic Maintenance Fees in effect and applicable thereto at the time of delivery. The rate of PTG's Basic Maintenance Fees for all Software originally included in the initial License Summary will not be increased during the Initial Term of this Agreement. For each Subsequent Term, the rate of Basic Maintenance Fees may be adjusted by PTG effective as of the commencement date of each Subsequent Term. The rate of Basic Maintenance Fees for each respective Subsequent Term shall not exceed the rate applicable thereto as in effect during the immediately preceding Initial Term or Subsequent Term, as the case may be (each a "Term" herein), multiplied by a fraction, the numerator of which fraction is the Consumer Price Index, as reported by the U.S. Department of Labor Statistics ("DOL"), All Urban Consumers (1982-84=100), U.S. City Average, Not Seasonably Adjusted (the "Index"), for the second full calendar month preceding the commencement of the Term for which the adjustment is being made, and the denominator of which fraction is the

Index so reported for the second full calendar month prior to the commencement of the Term immediately preceding the Term for which the adjustment is being made. In the event DOL discontinues the Index, the parties shall designate a mutually agreeable alternative comparable index for all purposes hereof. Notwithstanding any other term or provision of this §7: (i) regardless of any change in the Index, in no event will any increase in the rate of Basic Maintenance Fees from one Term to the next succeeding Term exceed five percent (5%) multiplied by the number of Contract Years during such immediately preceding Term; and, (ii) under no circumstances shall the Basic Maintenance Fees payable to PTG hereunder during any applicable Term be less than the Basic Maintenance Fees payable to PTG in respect of the immediately preceding Term. In construing the foregoing provisions of this §7, each of the Parties recognizes that Basic Maintenance Fees may increase as a result of the completion of the Warranty Period for additional modules of Software, and that, as a result, it is the rate of Basic Maintenance Fees applicable to each such module which is limited by this §7.

**(8) Payment of Basic Maintenance Fees.**

(a) *Annual Invoices.* Basic Maintenance Fees shall be invoiced and paid annually in advance. Invoices for annual Basic Maintenance Fees shall be due and payable within thirty (30) days following receipt of invoice by County.

(b) *Subsequently Ordered Software.* Basic Maintenance Fees for subsequently ordered Software shall be paid annually in advance but pro-rated for the applicable Contract Year of this Agreement based upon the conclusion of the Warranty Period for such subsequently ordered Software.

(c) *Failure of Payment.* In the event payment is not made as specified in this Agreement, County shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however*, that if County is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §8(c).

**(9) Covered Maintenance.**

(a) *General.* PTG will provide to County all required Covered Maintenance Services. All Conformity Maintenance Services and all Online Support and Telephone Support will be performed by PTG during the Basic Maintenance Period. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by PTG hereunder.

(b) *Upgrade Maintenance Services.* As a part of this Agreement, County shall also have the right to receive from PTG, without additional service charge, all Upgrade Maintenance Services. Upgrade Maintenance Services include the right to receive, during the applicable Software Warranty Period and during the term of this Agreement (except as otherwise provided in §9(c) hereof), all Enhancements to the Software, including all related update releases and

associated Documentation. The right to receive Upgrade Maintenance Services does not include installation of any new release for an Enhancement or any training, and also does not include any New Product, all of which are separately chargeable by PTG.

(c) *Support of Outdated Software.* Support by PTG of previous versions of Software will cease ninety (90) days following the availability of a new Enhancement release. Failure of County to install new Software Enhancement releases or any other correction or improvement provided by PTG shall relieve PTG of responsibility for the improper operation or any malfunction of the Software as modified by any subsequent correction or improvement, but in no such event shall County be relieved of any of its payment obligations to PTG hereunder, and PTG shall be released thereafter from its obligation to support the Software as provided herein. After failure to install for in excess of ninety (90) days, in order for County to return to current Software release level, County must obtain a Software audit at the then current PTG rates. Following any such reinstatement to current release level, PTG will reinstate Covered Maintenance Services hereunder.

(d) *Online Support and Telephone.* Online Support and Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. A toll-free maintenance telephone number is provided for Telephone Support from PTG's corporate offices. Remote diagnostics equipment is required at a minimum of one County location for remote support, which equipment is to be obtained by County at its sole expense.

(e) *Exclusions.* Covered Maintenance Services do not include any of the following: (i) maintenance outside the agreed upon Basic Maintenance Period; (ii) maintenance required by: (a) operator error or improper operation or use of the Software by County; (b) modifications, repairs, or additions to the Software performed by Persons other than PTG, and County shall notify PTG of any such modification, repair, or addition; (c) modifications, repairs, or additions to hardware or to any software supplied by any Person other than PTG; (d) damage to Software by County's employees or third Persons, including, without limitation, damage caused by improper operation or use of other software, hardware, or other equipment; (e) causes beyond the reasonable control of PTG, including, without limitation, any matter described in §14 (Excusable Delays) of this Agreement; (f) electrical disturbances, outages, brownouts, or similar events; (g) PTG's requested involvement in determining or solving a problem with the Software and/or any other software, hardware, or equipment not covered by this Agreement; (h) damage to optical or magnetic media or any work effort associated with copying, reconstructing, or restructuring files or data; (i) damage resulting from radiation, radioactivity, ultraviolet light, or similar agents; (j) training services other than those expressly provided for without charge pursuant to the terms of the Software License Agreement or the Development Agreement; (k) travel costs, including, without limitation, mileage, air fare (coach), accommodations, and meal allowance, except those incurred by PTG in connection with the provision of Covered Maintenance Services; (l) any New Product; (m) Software removed or detached from the System; or, (n) modifications to the Software or to any of the Functional Specifications requested by County.

(10) *Response Times.* PTG will use its best good faith efforts to respond within four (4) hours (but only during the Basic Maintenance Period) of notice from County of the need for Conformity Maintenance Services or notice of a request for Online Support or Telephone

Support. Any such notice from County shall, to the extent possible, identify all Critical Defects, and, in connection with the provision of any Conformity Maintenance Service, Online Support, and/or Telephone Support, County shall, at its own expense, provide its full good faith support and cooperation with PTG's efforts at resolution. PTG will use its best good faith efforts to correct all Critical Defects within four (4) hours after notice from County of the applicable Critical Defects. Non-Critical Defects will be corrected, if correction is reasonably possible, before the earlier of: (a) seventy-five (75) days following the date of next release (following notice of defect from County) of an Enhancement relating to the applicable Software component; or, (b) one (1) year following notice of defect from County.

**(11) Billable Call Maintenance.** Any maintenance service or related service or training other than Covered Maintenance Services will be charged at PTG's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Clerk's site, Clerk will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare (coach), accommodations, and meal allowance; *provided, however*, that, in the event Clerk is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by PTG.

**(12) Taxes: Adams County is tax exempt**

**(13) LIMITATION OF LIABILITY.** IN NO EVENT SHALL PTG BE RESPONSIBLE TO COUNTY UNDER THE TERMS OF THIS AGREEMENT OR OTHERWISE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS OF USE. IN NO EVENT SHALL PTG'S LIABILITY HEREUNDER WITH RESPECT TO THIS AGREEMENT IN THE AGGREGATE FOR ALL CLAIMS EXCEED FIFTY PERCENT (50%) OF THE MAXIMUM BASIC MAINTENANCE FEES PAID HEREUNDER BY COUNTY TO PTG DURING ANY ONE YEAR PERIOD. THE LIMITATIONS OF PTG'S LIABILITY HEREUNDER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. COUNTY UNDERSTANDS THAT THE FEES CHARGED HEREUNDER BY PTG SPECIFICALLY REFLECT THE ALLOCATION OF RISK AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS §13.

**(14) Excusable Delays.** Notwithstanding any other term or provision hereof, PTG shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of PTG, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state, or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.



**(15) Termination.**

(a) *Termination at Will.* During the Initial Term or any Subsequent Term of this Agreement, neither Party may terminate the term of this Agreement for reasons other than those expressly provided for in this Agreement; *provided, however*, that either Party hereto may terminate the term of this Agreement at any time as of and effective at the conclusion of the Initial Term or any Subsequent Term upon notice to the other Party given not later than ninety (90) days prior to the conclusion of the then current term of this Agreement.

(b) *Termination by PTG for Non-Payment or Upon Termination of License.* PTG may terminate the term of this Agreement and its obligation to provide Covered Maintenance Services or any other service hereunder upon notice to County in the event: (i) County fails to make any payment when due to PTG after ten (10) days notice of such failure to pay from PTG; or, (ii) in the event of the termination of County's license of Software. No termination pursuant to this subsection (b) shall relieve County of its payment obligations to PTG pursuant to the terms of this Agreement or otherwise.

(c) *Termination by County.* County may terminate the term of this Agreement upon notice to PTG in the event County's license of the Software is terminated pursuant to §12(b) of the Software License Agreement.

(d) *General Effect of Terminations.* No termination of the term of this Agreement shall terminate any right or remedy available to a Party as a consequence of any breach of this Agreement by the other Party.

**(16) Miscellaneous Provisions.**

(a) Jurisdiction and Law 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.

(b) *Binding upon Successors and Assigns.* Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, and provisions contained herein shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

(c) *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

(d) *Entire Agreement.* This Agreement, together with the License Summary, Adams County RFP #2016.104 and PTG's response to RFP #2016.104 constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements, and

conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

(e) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement.

(f) *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by both parties. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

(g) *Notices.* Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax) or mailed, by United States certified mail, postage prepaid, and addressed to each Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt, but, if sent by certified mail in the manner set forth herein, shall be effective three (3) days following deposit in the United States mail. Any Party may change its address for such communications to another address in the United States of America by giving notice thereof to the other Party in accordance with the requirements of this section.

(h) *Construction of Agreement.* This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed for or against any Party. The titles and headings herein are for reference purposes only, and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

(i) *Further Assurances; Cooperation.* Each Party hereto shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

(j) *Independent Contractor Status.* County hereby retains PTG as an independent contractor to County, and PTG hereby accepts such appointment. It is the intention of the Parties hereto that their relationship, as created by this Agreement, is that of an independent contractor and contractee, and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties hereto. Neither Party shall hereby acquire any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. PTG shall be entitled to list County in any designation of PTG licensees, in advertising or other published materials of PTG.

(k) *Absence of Third Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions hereof shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

(l) *Effect of License Termination.* No termination of the Software license granted in this Agreement shall terminate the continuing operation or effect of any other provision of this Agreement, or shall deny to any Party hereto the right to enforce any of its rights granted pursuant to this Agreement, whether such enforcement occurs prior to or following any such termination.

(m) **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:

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.

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

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.

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.

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.

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.

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).

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 hereunto executed this Agreement by their duly authorized representatives.

Signed in the presence of:

EHannah

Print Name: ERICA HANNAH

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

Signed in the presence of:

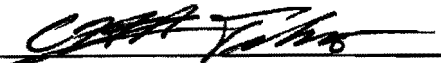
Ann Richards

Print Name: Ann Richards

Kevin Koop-Koop

Print Name: KEVIN KOOP-KOOP

Board of County Commissioners:

By: 

Name: Charles "Char" Tedesco

Title: VICE Chair

Date: MARCH 7, 2017

PIONEER TECHNOLOGY GROUP:

By: 

Name: Ryan Crawley

Title: VP Sales & Marketing

Date: 3/11/17

APPROVED AS TO FORM  
COUNTY ATTORNEY

