



BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING AGENDA

December 31, 2024 at 10:00 AM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

9:00 AM - COMMISSIONER'S STUDY SESSION

10:00 AM - PUBLIC MEETING

Join via Google Meet: <https://meet.google.com/pfy-merc-xoc> | Meeting ID: pfy-merc-xoc

1. PLEDGE OF ALLEGIANCE

2. AGENDA APPROVAL

3. CONSENT AGENDA

- a.** Robert Gilbert Promotion
- b.** Jessica Espinoza Resignation
- c.** Regina Matchett Declined Offer
- d.** Roman Hajar K-9 Care Payout

4. ACTION ITEMS

- a.** City of Walsenburg Law Enforcement Services Agreement
- b.** Tyler Technologies ERP Pro Agreement
- c.** World Fuel Services Airport Card Processing Merchant Agreement
- d.** Amendment to Obligations of ARPA State and Local Funds

5. EXECUTIVE SESSION

- a.** For discussion of specialized details of security arrangements or investigations under C.R.S. §24-6-402(4)(d). **County Jail Improvements**

6. ADJOURNMENT

7. UPCOMING MEETINGS

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE	EFFECTIVE DATE
	12/29/2024
NAME: Robert Gilbert	PAYROLL : 1/17/2024

CHANGE OF ADDRESS/PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	Management Fellow	Management Fellow/Acting Emergency Manager
DEPARTMENT		DHS
HOURS		
ANNUAL SALARY	\$42,000.00	\$56,602.00
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY	Non-Exempt	Exempt

REASON FOR CHANGE

- | | | |
|------------------|------------------------------|-------------------------------|
| NEW HIRE | RESIGNATION | LENGTH OF SERVICE INCREASE |
| REHIRED | RETIREMENT | REEVALUATION OF CURRENT JOB |
| PROMOTION | LAYOFF | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION | ADMINISTRATIVE LEAVE PAID | OTHER |
| TRANSFER | ADMINISTRATIVE LEAVE UN-PAID | |

COMMENTS, IF NECESSARY

Motion to Promote Robert Gilbert to Management Fellow/Acting Emergency Manager with an Exempt Annual Salary of \$56,602.00

Elected Official / Department Head Date

Angela Wakeman 12.23.2024

Human Resources Officer Date

Chair, Board of County Commissioners Date

Budget Officer Date

HUERFANO COUNTY	
PAYROLL STATUS CHANGE	EFFECTIVE DATE 8/8/2024
NAME: Jessica Espinoza	PAYROLL : 8/16/2024
CHANGE OF ADDRESS/ PHONE	STREET CITY, STATE, ZIP TELEPHONE
CHANGE	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>
TO	
JOB TITLE	Detention
DEPARTMENT	Jail
HOURS	
ANNUAL SALARY	
SEMI-MONTHLY SALARY	\$15.87/Hour
HOURLY SALARY	
OTHER SALARY	Non-Exempt
REASON FOR CHANGE	
NEW HIRE REHIRED PROMOTION DEMOTION TRANSFER	<div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">RESIGNATION</div> RETIREMENT LAYOFF ADMINISTRATIVE LEAVE PAID ADMINISTRATIVE LEAVE UN-PAID TERMINATION
	LENGTH OF SERVICE INCREASE REEVALUATION OF CURRENT JOB INTRODUCTORY PERIOD COMPLETED OTHER
COMMENTS, IF NECESSARY	
Motion to accept the Resignation of Jessica Espinoza.	
Elected Official/Department Manager	Chairman
Date	Date
Date to Finance Office: _____	

HUERFANO COUNTY																	
PAYROLL STATUS CHANGE																	
EFFECTIVE DATE																	
12/20/2024																	
NAME: Regina Matchett	PAYROLL : 1/3/2024																
CHANGE OF ADDRESS/PHONE	STREET CITY, STATE, ZIP TELEPHONE																
CHANGE	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; padding: 5px;">FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small></th> <th style="width: 70%; padding: 5px;">TO</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">JOB TITLE Child Welfare Case Aide</td> <td style="background-color: #cccccc;"></td> </tr> <tr> <td style="padding: 5px;">DEPARTMENT DHS</td> <td style="background-color: #cccccc;"></td> </tr> <tr> <td style="padding: 5px;">HOURS</td> <td style="background-color: #cccccc;"></td> </tr> <tr> <td style="padding: 5px;">ANNUAL SALARY \$35,000.00</td> <td style="background-color: #cccccc;"></td> </tr> <tr> <td style="padding: 5px;">SEMI-MONTHLY SALARY</td> <td style="background-color: #cccccc;"></td> </tr> <tr> <td style="padding: 5px;">HOURLY SALARY</td> <td style="background-color: #cccccc;"></td> </tr> <tr> <td style="padding: 5px;">OTHER SALARY Non-Exempt</td> <td style="background-color: #cccccc;"></td> </tr> </tbody> </table>	FROM <small>(DOES NOT APPLY TO NEW EMPLOYEE)</small>	TO	JOB TITLE Child Welfare Case Aide		DEPARTMENT DHS		HOURS		ANNUAL SALARY \$35,000.00		SEMI-MONTHLY SALARY		HOURLY SALARY		OTHER SALARY Non-Exempt	
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COMMENTS, IF NECESSARY																	
Motion to Accept the Rejection of the Offer to Become a Child Welfare Case Aide for DHS.																	
_____ Elected Official/Department Manager	_____ Chairman																
Date	Date																
Date to Finance Office: _____																	

HUERFANO COUNTY

GREEN SHEET/STATUS CHANGE	EFFECTIVE DATE
	12/16/2024
NAME: Roman Hajar	PAYROLL :

CHANGE OF ADDRESS/PHONE	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE		
DEPARTMENT		
HOURS		
ANNUAL SALARY		
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		

REASON FOR CHANGE

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Back Pay for K-9 care hours

COMMENTS, IF NECESSARY

Motion to Approve \$8,000 in Comp hours and \$8,000 payout for back pay for K-9 care hours to Roman Hajar.

 12/16/2024

Elected Official / Department Head Date

 12/16/2024
Human Resources Officer Date

Chairman Date

Budget Officer Date

Date Inputed Into System

City of Walsenburg Law Enforcement Services Agreement
County Admin Recommended Version
Clean Copy

**INTERGOVERNMENTAL AGREEMENT NO. 2
FOR LAW ENFORCEMENT SERVICES**

Between

CITY COUNCIL OF CITY OF WALSENBURG, COLORADO

And

HUERFANO COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the City of Walsenburg is a political subdivision of the state of Colorado wholly located within the County of Huerfano, State of Colorado and incorporated as a statutory city pursuant to Title 31, Colorado Revised Statutes (2024); and

WHEREAS, Huerfano County is a political subdivision of the State of Colorado, organized, existing and operating pursuant to Title 30, Colorado Revised Statutes (2024); and

WHEREAS, C.R.S. §30-11-410(1) (2024) authorizes the governing body of a municipality and the board of county commissioners to contract for the purpose of providing law enforcement, including enforcement of municipal ordinances, by the sheriff within the boundaries of the municipality; and

WHEREAS, C.R.S. §29-1-203(1) authorizes governments to cooperate or contract with one another to provide any function, service or facility with the approval of its legislative body; and

WHEREAS, the Colorado Constitution, Art. XIV, Sec. 18(2)(a) authorizes Colorado governments to cooperate or enter into intergovernmental agreements to provide any function or service lawfully authorized to each of the governments if authorized with the approval of the legislative body or other authority to so approve; and

WHEREAS, the City Council of the City of Walsenburg desires to enter into an Agreement with the County Commissioners of Huerfano County to permit Huerfano County to provide law enforcement services and dispatch services to the City of Walsenburg; and

WHEREAS, the Huerfano County Commissioners are willing and able to provide law enforcement and dispatch services to the City of Walsenburg upon the terms and conditions set forth in the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the Agreement, and for such other and further consideration set forth in the Agreement, the City Council of the City of Walsenburg, Colorado and the County of Huerfano, Colorado mutually covenant and agree as follows.

This Intergovernmental Agreement (the “Agreement”) is entered into by and between the City Council of the City of Walsenburg, Colorado (the “City”) and the Huerfano County Board of County Commissioners (the “County”) (individually “Party”, jointly “Parties”) pursuant to the authority set forth in C.R.S. §30-11-410(1) (2024).

Purpose. The purpose of this Agreement is to provide a means of transition allowing the City to move from solely using the County for law enforcement services to the re-establishment of a city police force by employing appropriate personnel and acquiring appropriate equipment over an indeterminate period.

1. **Term:** The Agreement term commences January 1, 2025, and shall continue indefinitely until the City has re-established a city police force and the payment to the County equals zero according to the payment schedule set forth in paragraph 2 below or until terminated upon mutual written agreement of the Parties. Upon payment to the County reaching zero, the Parties shall execute a written acknowledgement that the Agreement is terminated. The Agreement may also be terminated pursuant to the provisions of section 11 below.
2. **Consideration For Law Enforcement Services**
 - a. The City shall pay the County a total annual amount of \$897,204 (the “Base Annual Payment”) in monthly installments of \$74,767 (the “Base Monthly Payment”) as adjusted from time to time pursuant to Schedule A set forth below.
 - b. Payment. On or before the due date, the City shall pay to the Huerfano County Treasurer a monthly payment in the amount provided in Schedule A below in consideration of law enforcement services provided to the City by the County during the prior calendar month.
 - c. Reduction in Service. As the City phases in a police department and employs police department staff, law enforcement services provided by the Sheriff’s Office will be phased out and payment by the City to the County adjusted according to Schedule A.
 - d. Schedule A.
 - i. All percentages shown in Schedule A are percentages of the Base Annual Payment set forth in paragraph 2(a) above.
 - ii. The percentage reductions shown in Schedule A shall be effective on the first day of the month following the first day that the police department employee (“Employee”) reports to work.
 - iii. During the term of the Agreement, where a percentage reduction occurs and subsequently the Employee’s employment terminates for any reason, the percentage reduction shall be reversed effective the first day of the month following the termination. When the position is refilled the reduction shall be reinstated pursuant to paragraph d(ii) above.

SCHEDULE A					
	Amount Monthly Payment Decrease	Amount Annual Payment Decrease	Percent Decrease	Adjusted Monthly Payment	Adjusted Annual Payment
Base Amts	\$ -	\$ -	0%	\$ 74,767.00	\$ 897,204.00
Police Chief	\$ 22,430.10	\$ 269,161.20	30.0%	\$ 52,336.90	\$ 628,042.80
Sergeant	\$ 7,476.70	\$ 89,720.40	10.0%	\$ 44,860.20	\$ 538,322.40
Admin	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 39,252.68	\$ 471,032.10
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 33,645.16	\$ 403,741.80
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 28,037.64	\$ 336,451.50
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 22,430.12	\$ 269,161.20
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 16,822.60	\$ 201,870.90
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 11,215.08	\$ 134,580.60
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 5,607.56	\$ 67,290.30
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ -	\$ -
	\$ 74,767.00	\$ 897,204.00	100.0%		

e. Due date.

- i. Each monthly payment is due on or before the 15th day of each month or on the following business day when the 15th falls on a weekend or on a County or City holiday (the “due date”).

f. Late Payments.

- i. Payments received by the Huerfano County Treasurer after the 20th day of the month shall be deemed late (“late payment”).
- ii. A late payment is subject to twelve-percent (12.0%) per annum interest commencing on the due date through the date the late payment is received by the Huerfano County Treasurer.

- g. Fee Increases. The Base Annual Payment will increase by 5% effective January 1, 2026 and each January 1 thereafter.

3. **Law enforcement services provided by the County to the City are as follows:**

- a. Twenty-four-hour a day general patrol service, general law enforcement services, and investigative services, under the supervision and direction of the Huerfano County Sheriff. The Sheriff will exercise best efforts to provide a minimum of one deputy at all times to provide law enforcement services to the City.
- b. General law enforcement services provided include, but are not limited to:
 - i. enforcement of Colorado state statutes;
 - ii. investigation of criminal offenses;

- iii. investigation of traffic accidents;
- iv. general traffic enforcement;
- v. business checks by foot patrol or by vehicle;
- vi. vacation checks of private residences (as requested); and
- vii. development and maintenance of crime prevention programs for commercial and residential use.
- viii. Also provided as ancillary to law enforcement services provided are the following:
 - A. patrol training;
 - B. court appearances required to prosecute in-City matters;
 - C. other law enforcement services for the City requiring County resources will be provided by the County at the Sheriff's discretion.
- c. Additional law enforcement services, not set forth above, will be regulated and controlled by the Huerfano County Sheriff taking into account City requests, budgeting and staffing exigencies for the Sheriff's Department, the need for patrol in the City and elsewhere in the County, emergencies or special events in the City and the requirements of reasonable and adequate law enforcement services elsewhere in the County.
- d. The following are not included as general law enforcement services provided to the City:
 - i. enforcement of the Walsenburg Municipal Code except where an equivalent Colorado statute exists;
 - ii. "animal control" which term does not include vicious dog offenses resulting in injury to persons or animals but does include capture and impoundment of vicious dogs.
- e. Summons and complaints.
 - i. Subject to direction by the city attorney or the municipal judge, summons and complaints should, when possible, be written into municipal court rather than county court.
 - ii. To avoid confusion over possible differences in the law, citations for alleged violations of the Model Traffic Code shall be cited into the Huerfano County Court until the City adopts the same edition of the Model Traffic Code as the County at which time Model Traffic Code citations will be cited into municipal court.
- f. Court Appearances and Records.

- i. The deputies issuing complaints and summons or citations will appear in county court or municipal court if subpoenaed at the prescribed date and time to give testimony and evidence relevant to the matter.
 - ii. The Sheriff's Department will maintain all records necessary and customary for proper and efficient law enforcement administration.
 - A. City officials will have access to records as they relate to the City during normal working hours and at times convenient to the Sheriff's Department except that access to records of specific cases and/or ongoing investigations are subject to the provisions of the Colorado Open Records Act and other applicable law.
 - B. Records compiled by the Sheriff's Department pursuant to the Agreement will be maintained in accordance with the Federal Privacy Act and pursuant to all other state and federal laws regarding criminal justice records, sealed records, criminal records and histories and limited access thereof.
 - g. Transition in Services.
 - i. The Parties understand and agree that the services enumerated in this Part 3 will reduce over time as discussed in sections c and d of part 2 of this agreement.
4. Arrests.
- a. Arrests may be made and summons issued under the ordinances of the City. The municipal attorney shall prosecute such a case when the need arises.
5. Detention.
- a. If any person is sentenced to detention by the Walsenburg Municipal Court, the City shall be obligated to pay for any period of incarceration at the normal daily rate charged for Municipal incarceration.
6. Transportation.
- a. If any person is transported by order of the Walsenburg Municipal Court for more than thirty (30) miles, one way, other than at the request or consent of the County, the City shall be obligated to pay for per mile transport costs over thirty (30) miles one way at a charge of one dollar (\$1.00) per mile.
7. Disposition of Fines.
- a. All fines collected under the authority of municipal ordinances shall be paid to the City.
 - b. All traffic fines collected resulting in violations of the Huerfano County Model Traffic Code within the City limits on non-state and/or non-federal roadways shall be paid forty percent (40%) to the City and sixty percent (60%) to the County in accordance with current practices pursuant to appropriate state law. The County will pay the City its forty

percent (40%) within forty-five (45) days after the end of the month the fine was actually collected and submitted to the County by the Court.

8. Scheduling.

- a. The Sheriff shall determine all scheduling, duty officers, patrol areas, patrol times, performance standards, and personnel management.

9. Certification and Uniforms.

- a. Each Deputy Sheriff shall be certified or otherwise comply with the provisions of C.R.S. § 24-33.5-301(2024), *et seq.* Deputies shall wear Huerfano County uniforms only.

10. City Council Attendance.

- a. Periodically, and upon request, the Sheriff or his designated representative, shall attend City Council meetings to discuss mutual concerns that may arise. The City will provide the Sheriff's Department written notice of the requested meeting a minimum of seven (7) business days prior to the date of the meeting.

11. Termination; Grievances; Breach:

- a. Termination. Either Party may terminate the Agreement by giving the other Party a minimum of ninety (90) calendar days' written notice prior to the termination effective date. In the event of termination, the City will pay the County for all law enforcement services provided under the Agreement prorated up to and including the day of termination.
- b. Material breach. If either Party believes there has been a material breach to the Agreement, including but not limited to failure to pay timely or failure to provide services, the grieved Party shall bring the material breach to the attention of the other Party and allow ten (10) calendar days to correct the breach before terminating the Agreement.
- c. Grievance. Any grievance on behalf of the County or the Department will be submitted to the City Administrator in writing within five (5) business days of the event. Any grievance on behalf of the City will be submitted to the Huerfano County Sheriff and the County Administrator in writing within five (5) business days of the event.

12. GENERAL PROVISIONS

- a. The Parties shall reasonably cooperate with each other and with the Huerfano County Sheriff's Department, and their respective agents and employees to facilitate the performance of the Agreement.
- b. Both Parties acknowledge their respective duties under C.R.S. §29-1-205(a) to include the Agreement in their respective informational list of all contracts in effect with other political subdivisions with the Colorado Department of Local Affairs within thirty days after receiving a written request from the division of local government.

- c. Failure to Appropriate. The Agreement is subject to annual appropriations by each Party as required by law. If the City fails to appropriate or otherwise make available funds sufficient to fulfill the Agreement, the County may unilaterally terminate the Agreement in accordance with section 11 above.

13. County Employees.

- a. Personnel providing services under the provisions of the Agreement remain County employees at all times and are not City employees for any purpose.
- b. The County will pay all employee wages, salaries and benefits. The County is responsible for all deductions, withholdings and accrual of benefits, if any, with respect to such wages and salaries.
- c. No County employee is entitled to any City employment benefits whatsoever, including, but not limited to, Worker's Compensation Insurance.

14. Injury and Sickness.

- a. The City shall not be liable the County, Department or their officers, employees and agents for injuries or sickness arising out of acts or omissions during the provision of the law enforcement services provided under the Agreement; and the City shall not be liable to provide insurance, compensation or indemnity for any County or Department employee.

15. Independent Contractor.

- a. The Huerfano County Sheriff's Department ("Department") is a department of the County of Huerfano. The County and Department stand as an independent contractor with respect to the City under this Agreement.
- b. No officer, employee or agent of the City shall be deemed an officer, employee or agent of the County or the Department; and, no officer, agent or employee of the County or Department shall be deemed an officer, employee or agent of the City. The Department, acting for the County, is in complete charge, control and supervision of all law enforcement services provided under the Agreement and will provide all equipment necessary to provide the services.

16. Liability.

- a. The County, the Department and their elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the City or the officers, employees or agents.
- b. The City and its elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the County, the Department or their City's officers, employees or agents.

- c. The City shall, to the extent it may legally do and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the County and the Department, their elected officials, employees and agents against any claim for damages resulting from the proper enforcement of any duly enacted municipal ordinance. However, nothing in the Agreement obligates the City to be liable for any claim of punitive damages.
- d. The City shall not be liable for compensation or indemnity for any County or Department employee, officer or agent resulting from injury or sickness arising out of employment by the County or Department or their provision of law enforcement services under the Agreement. The County shall, to the extent it may legally do so and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the City against such claims and provide any required worker's compensation insurance coverage and unemployment insurance coverage for County and Department employees.
- e. No provision of the Agreement shall be construed to constitute a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

17. INDEPENDENT CONTRACTOR STATUS.

- a. IT IS EXPRESSLY ACKNOWLEDGED BY THE COUNTY AND THE DEPARTMENT THAT THE COUNTY AND DEPARTMENT ARE AN INDEPENDENT CONTRACTOR UNDER THE TERMS OF THE AGREEMENT.
- b. NOTHING IN THIS AGREEMENT IS INTENDED, NOR SHALL IT BE CONSTRUED, TO CREATE AN EMPLOYER/EMPLOYEE RELATIONSHIP OR A JOINT VENTURE RELATIONSHIP OR ALLOW EITHER PARTY TO EXERCISE CONTROL OR DIRECTION OVER THE MANNER OR METHOD BY WHICH THE PARTIES EXERCISE THEIR RESPECTIVE PROFESSIONAL JUDGMENT.
- c. INDEPENDENT CONTRACTOR UNDERSTANDS AND AGREES THAT THE CITY WILL NOT PAY OR WITHHOLD ON BEHALF OF INDEPENDENT CONTRACTOR ANY SUMS FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, WORKMEN'S COMPENSATION INSURANCE, OR ANY OTHER WITHHOLDING TAX OR INSURANCE PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY. INDEPENDENT CONTRACTOR AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT INDEPENDENT CONTRACTOR WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. INDEPENDENT CONTRACTOR AGREES TO HOLD CITY HARMLESS AS CONCERNS ANY CLAIM ARISING OUT OF CITY'S FAILURE TO WITHHOLD ANY AMOUNT FROM INDEPENDENT CONTRACTOR'S COMPENSATION.

18. Miscellaneous Provisions

- a. Designated contacts.

- i. The City Administrator will be the primary person to have contact with the County and the Department in all matter related to the Agreement. The City may change its designated contact person from time to time by providing written notice to the County and the Department.
- ii. The Huerfano County Sheriff will be the primary person to have contact with the City in all matter related to the Agreement.
- b. Integration. The Agreement supersedes all previous agreements between the Parties. All prior agreements are determined to be null and void upon execution of the Agreement.
- c. Force Majeure. Either Party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of more than fifteen (15) calendar days.
- d. Governing Law; Venue. The Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. The Parties submit to the jurisdiction of the Courts of Huerfano County, Colorado, and waive any right to object to venue in those courts.
- e. Survival. The Parties agree, covenant and warrant that the terms and conditions contained in the Agreement shall survive the execution of the Agreement.
- f. Entire Agreement. The Agreement contains the final and entire agreement between the Parties and is intended to be an integration of all prior understandings. The Parties shall not be bound by terms, conditions, statements or representations not contained in the Agreement.
- g. Modification. No amendment or modification of the Agreement shall be valid unless the same is in writing and signed by the Parties.
- h. Severability. If any term or provision of the Agreement is held invalid or unenforceable, the remainder of the Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- i. Authority to Execute. The Agreement is effective upon execution by both Parties' authorized officials. By signing the Agreement, those officials represent that they have the authority to legally bind their respective entities.
- j. Multiple Originals and Authorized Signatures: The Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on the Agreement or any amendment to the Agreement will be deemed an original signature and will be fully enforceable as if an original signature.

IN WITNESS WHEREOF, the Parties executed the Agreement on this ____ day of _____, 2024 in duplicate originals.

CITY OF WALSENBURG

Mayor City of Walsenburg

ATTEST:

City Clerk

**HUERFANO COUNTY
BOARD OF COMMISSIONERS**

**Chairman Huerfano County
Board of Commissioners**

ATTEST:

County Clerk

HUERFANO COUNTY SHERIFF

County Sheriff

City of Walsenburg Law Enforcement Services Agreement
County Admin Recommended Version
Redline Copy

**INTERGOVERNMENTAL AGREEMENT NO. 2
FOR LAW ENFORCEMENT SERVICES**

Between

CITY COUNCIL OF CITY OF WALSENBURG, COLORADO

And

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WHEREAS, the Huerfano County Commissioners are willing and able to provide law enforcement and dispatch services to the City of Walsenburg upon the terms and conditions set forth in the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the Agreement, and for such other and further consideration set forth in the Agreement, the City Council of the City of Walsenburg, Colorado and the County of Huerfano, Colorado mutually covenant and agree as follows.

This Intergovernmental Agreement (the “Agreement”) is entered into by and between the City Council of the City of Walsenburg, Colorado (the “City”) and the Huerfano County Board of County Commissioners (the “County”) (individually “Party”, jointly “Parties”) pursuant to the authority set forth in C.R.S. §30-11-410(1) (2024).

Purpose. The purpose of this Agreement is to provide a means of transition allowing the City to move from solely using the County for law enforcement services to the re-establishment of a city police force by employing appropriate personnel and acquiring appropriate equipment over an indeterminate period.

1. **Term:** The Agreement term commences January 1, 2025, and shall continue indefinitely until the City has re-established a city police force and the payment to the County equals zero according to the payment schedule set forth in paragraph 2 below or until terminated upon mutual written agreement of the Parties. Upon payment to the County reaching zero, the Parties shall execute a written acknowledgement that the Agreement is terminated. The Agreement may also be terminated pursuant to the provisions of section 11 below.
2. **Consideration For Law Enforcement Services**
 - a. The City shall pay the County a total annual amount of \$897,204 (the “Base Annual Payment”) in monthly installments of \$74,767 (the “Base Monthly Payment”) as adjusted from time to time pursuant to Schedule A set forth below.
 - b. Payment. On or before the due date, the City shall pay to the Huerfano County Treasurer a monthly payment in the amount provided in Schedule A below in consideration of law enforcement services provided to the City by the County during the prior calendar month.
 - c. Reduction in Service. As the City phases in a police department and employs police department staff, law enforcement services provided by the Sheriff’s Office will be phased out and payment by the City to the County adjusted according to Schedule A.
 - d. Schedule A.
 - i. All percentages shown in Schedule A are percentages of the Base Annual Payment set forth in paragraph 2(a) above.
 - ii. The percentage reductions shown in Schedule A shall be effective on the first day of the month following the first day that the police department employee (“Employee”) reports to work.
 - iii. During the term of the Agreement, where a percentage reduction occurs and subsequently the Employee’s employment terminates for any reason, the percentage reduction shall be reversed effective the first day of the month following the termination. When the position is refilled the reduction shall be reinstated pursuant to paragraph d(ii) above.

SCHEDULE A					
	Amount Monthly Payment Decrease	Amount Annual Payment Decrease	Percent Decrease	Adjusted Monthly Payment	Adjusted Annual Payment
Base Amts	\$ -	\$ -	0%	\$ 74,767.00	\$ 897,204.00
Police Chief	\$ 22,430.10	\$ 269,161.20	30.0%	\$ 52,336.90	\$ 628,042.80
Sergeant	\$ 7,476.70	\$ 89,720.40	10.0%	\$ 44,860.20	\$ 538,322.40
Admin	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 39,252.68	\$ 471,032.10
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 33,645.16	\$ 403,741.80
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 28,037.64	\$ 336,451.50
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 22,430.12	\$ 269,161.20
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 16,822.60	\$ 201,870.90
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 11,215.08	\$ 134,580.60
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ 5,607.56	\$ 67,290.30
Officer	\$ 5,607.53	\$ 67,290.30	7.5%	\$ -	\$ -
	\$ 74,767.00	\$ 897,204.00	100.0%		

e. Due date.

- i. Each monthly payment is due on or before the 15th day of each month or on the following business day when the 15th falls on a weekend or on a County or City holiday (the “due date”).

f. Late Payments.

- i. Payments received by the Huerfano County Treasurer after the 20th day of the month shall be deemed late (“late payment”).
- ii. A late payment is subject to twelve-percent (12.0%) per annum interest commencing on the due date through the date the late payment is received by the Huerfano County Treasurer.

g. Fee Increases. ~~On an annual basis, where the County determines a fee increase is required, the County will give the City written notice of the required fee increase on or before September 1, 2025 and September 1 of each year thereafter. Failure by the County to provide notice shall constitute a waiver of this increase. The basis for any fee modification shall be the actual cost of law enforcement services provided by the County to the City. An increase in the annual fee shall not be greater than the rate of “Inflation” as defined in Colo. Const. Article X and Article XX Section (2)(f). The Base Annual Payment will increase by 5% effective January 1, 2026 and each January 1 thereafter.~~

3. **Law enforcement services provided by the County to the City are as follows:**

- a. Twenty-four-hour a day general patrol service, general law enforcement services, and investigative services, ~~and dispatch services,~~ under the supervision and direction of the

Huerfano County Sheriff. The Sheriff will exercise best efforts to provide a minimum of ~~two deputies~~one deputy at all times to provide law enforcement services to the City.

- b. General law enforcement services provided include, but are not limited to:
 - i. enforcement of Colorado state statutes;
 - ii. investigation of criminal offenses;
 - iii. investigation of traffic accidents;
 - iv. general traffic enforcement;
 - v. business checks by foot patrol or by vehicle;
 - vi. vacation checks of private residences (as requested); and
 - vii. development and maintenance of crime prevention programs for commercial and residential use.
 - viii. Also provided as ancillary to law enforcement services provided are the following:
 - A. patrol training;
 - B. court appearances required to prosecute in-City matters;
 - C. other law enforcement services for the City requiring County resources will be provided by the County at the Sheriff's discretion.
- c. Additional law enforcement services, not set forth above, will be regulated and controlled by the Huerfano County Sheriff taking into account City requests, budgeting and staffing exigencies for the Sheriff's Department, the need for patrol in the City and elsewhere in the County, emergencies or special events in the City and the requirements of reasonable and adequate law enforcement services elsewhere in the County.
- d. The following are not included as general law enforcement services provided to the City:
 - i. enforcement of the Walsenburg Municipal Code except where an equivalent Colorado statute exists;
 - ii. "animal control" which term does not include vicious dog offenses resulting in injury to persons or animals but does include capture and impoundment of vicious dogs.
- e. Summons and complaints.
 - i. Subject to direction by the city attorney or the municipal judge, summons and complaints should, when possible, be written into municipal court rather than county court.

- ii. To avoid confusion over possible differences in the law, citations for alleged violations of the Model Traffic Code shall be cited into the Huerfano County Court until the City adopts the same edition of the Model Traffic Code as the County at which time Model Traffic Code citations will be cited into municipal court.

f. Court Appearances and Records.

- i. The deputies issuing complaints and summons or citations will appear in county court or municipal court if subpoenaed at the prescribed date and time to give testimony and evidence relevant to the matter.
- ii. The Sheriff's Department will maintain all records necessary and customary for proper and efficient law enforcement administration.
 - A. City officials will have access to records as they relate to the City during normal working hours and at times convenient to the Sheriff's Department except that access to records of specific cases and/or ongoing investigations are subject to the provisions of the Colorado Open Records Act and other applicable law.
 - B. Records compiled by the Sheriff's Department pursuant to the Agreement will be maintained in accordance with the Federal Privacy Act and pursuant to all other state and federal laws regarding criminal justice records, sealed records, criminal records and histories and limited access thereof.

g. Transition in Services.

- i. The Parties understand and agree that the services enumerated in this Part 3 will reduce over time as discussed in sections c and d of part 2 of this agreement.

~~B.—~~

4. Arrests.

- a. Arrests may be made and summons issued under the ordinances of the City. The municipal attorney shall prosecute such a case when the need arises.

5. Detention.

- a. If any person is sentenced to detention by the Walsenburg Municipal Court, the City shall be obligated to pay for any period of incarceration at the normal daily rate charged for Municipal incarceration.

6. Transportation.

- a. If any person is transported by order of the Walsenburg Municipal Court for more than thirty (30) miles, one way, other than at the request or consent of the County, the City

shall be obligated to pay for per mile transport costs over thirty (30) miles one way at a charge of one dollar (\$1.00) per mile.

7. Disposition of Fines.
 - a. All fines collected under the authority of municipal ordinances shall be paid to the City.
 - b. All traffic fines collected resulting in violations of the Huerfano County Model Traffic Code within the City limits on non-state and/or non-federal roadways shall be paid forty percent (40%) to the City and sixty percent (60%) to the County in accordance with current practices pursuant to appropriate state law. The County will pay the City its forty percent (40%) within forty-five (45) days after the end of the month the fine was actually collected and submitted to the County by the Court.
8. Scheduling.
 - a. The Sheriff shall determine all scheduling, duty officers, patrol areas, patrol times, performance standards, and personnel management.
9. Certification and Uniforms.
 - a. Each Deputy Sheriff shall be certified or otherwise comply with the provisions of C.R.S. § 24-33.5-301(2024), *et seq.* Deputies shall wear Huerfano County uniforms only.
10. City Council Attendance.
 - a. Periodically, and upon request, the Sheriff or his designated representative, shall attend City Council meetings to discuss mutual concerns that may arise. The City will provide the Sheriff's Department written notice of the requested meeting a minimum of seven (7) business days prior to the date of the meeting.
11. Termination; Grievances; Breach:
 - a. Termination. Either Party may terminate the Agreement by giving the other Party a minimum of ninety (90) calendar days' written notice prior to the termination effective date. In the event of termination, the City will pay the County for all law enforcement services provided under the Agreement prorated up to and including the day of termination.
 - b. Material breach. If either Party believes there has been a material breach to the Agreement, including but not limited to failure to pay timely or failure to provide services, the grieved Party shall bring the material breach to the attention of the other Party and allow ten (10) calendar days to correct the breach before terminating the Agreement.
 - c. Grievance. Any grievance on behalf of the County or the Department will be submitted to the City Administrator in writing within five (5) business days of the event. Any grievance on behalf of the City will be submitted to the Huerfano County Sheriff and the County Administrator in writing within five (5) business days of the event.

12. GENERAL PROVISIONS

- a. The Parties shall reasonably cooperate with each other and with the Huerfano County Sheriff's Department, and their respective agents and employees to facilitate the performance of the Agreement.
- b. Both Parties acknowledge their respective duties under C.R.S. §29-1-205(a) to include the Agreement in their respective informational list of all contracts in effect with other political subdivisions with the Colorado Department of Local Affairs within thirty days after receiving a written request from the division of local government.
- c. Failure to Appropriate. The Agreement is subject to annual appropriations by each Party as required by law. If the City fails to appropriate or otherwise make available funds sufficient to fulfill the Agreement, the County may unilaterally terminate the Agreement in accordance with section 11 above.

13. County Employees.

- a. Personnel providing services under the provisions of the Agreement remain County employees at all times and are not City employees for any purpose.
- b. The County will pay all employee wages, salaries and benefits. The County is responsible for all deductions, withholdings and accrual of benefits, if any, with respect to such wages and salaries.
- c. No County employee is entitled to any City employment benefits whatsoever, including, but not limited to, Worker's Compensation Insurance.

14. Injury and Sickness.

- a. The City shall not be liable the County, Department or their officers, employees and agents for injuries or sickness arising out of acts or omissions during the provision of the law enforcement services provided under the Agreement; and the City shall not be liable to provide insurance, compensation or indemnity for any County or Department employee.

15. Independent Contractor.

- a. The Huerfano County Sheriff's Department ("Department") is a department of the County of Huerfano. The County and Department stand as an independent contractor with respect to the City under this Agreement.
- b. No officer, employee or agent of the City shall be deemed an officer, employee or agent of the County or the Department; and, no officer, agent or employee of the County or Department shall be deemed an officer, employee or agent of the City. The Department, acting for the County, is in complete charge, control and supervision of all law enforcement services provided under the Agreement and will provide all equipment necessary to provide the services.

16. Liability.

- a. The County, the Department and their elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the City or the officers, employees or agents.
- b. The City and its elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the County, the Department or their City's officers, employees or agents.
- c. The City shall, to the extent it may legally do and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the County and the Department, their elected officials, employees and agents against any claim for damages resulting from the proper enforcement of any duly enacted municipal ordinance. However, nothing in the Agreement obligates the City to be liable for any claim of punitive damages.
- d. The City shall not be liable for compensation or indemnity for any County or Department employee, officer or agent resulting from injury or sickness arising out of employment by the County or Department or their provision of law enforcement services under the Agreement. The County shall, to the extent it may legally do so and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the City against such claims and provide any required worker's compensation insurance coverage and unemployment insurance coverage for County and Department employees.
- e. No provision of the Agreement shall be construed to constitute a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

17. INDEPENDENT CONTRACTOR STATUS.

- a. IT IS EXPRESSLY ACKNOWLEDGED BY THE COUNTY AND THE DEPARTMENT THAT THE COUNTY AND DEPARTMENT ARE AN INDEPENDENT CONTRACTOR UNDER THE TERMS OF THE AGREEMENT.
- b. NOTHING IN THIS AGREEMENT IS INTENDED, NOR SHALL IT BE CONSTRUED, TO CREATE AN EMPLOYER/EMPLOYEE RELATIONSHIP OR A JOINT VENTURE RELATIONSHIP OR ALLOW EITHER PARTY TO EXERCISE CONTROL OR DIRECTION OVER THE MANNER OR METHOD BY WHICH THE PARTIES EXERCISE THEIR RESPECTIVE PROFESSIONAL JUDGMENT.
- c. INDEPENDENT CONTRACTOR UNDERSTANDS AND AGREES THAT THE CITY WILL NOT PAY OR WITHHOLD ON BEHALF OF INDEPENDENT CONTRACTOR ANY SUMS FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, WORKMEN'S COMPENSATION INSURANCE, OR ANY OTHER WITHHOLDING TAX OR INSURANCE PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY. INDEPENDENT CONTRACTOR AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF

INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT INDEPENDENT CONTRACTOR WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. INDEPENDENT CONTRACTOR AGREES TO HOLD CITY HARMLESS AS CONCERNS ANY CLAIM ARISING OUT OF CITY'S FAILURE TO WITHHOLD ANY AMOUNT FROM INDEPENDENT CONTRACTOR'S COMPENSATION.

18. Miscellaneous Provisions

- a. Designated contacts.
 - i. The City Administrator will be the primary person to have contact with the County and the Department in all matter related to the Agreement. The City may change its designated contact person from time to time by providing written notice to the County and the Department.
 - ii. The Huerfano County Sheriff will be the primary person to have contact with the City in all matter related to the Agreement.
- b. Integration. The Agreement supersedes all previous agreements between the Parties. All prior agreements are determined to be null and void upon execution of the Agreement.
- c. Force Majeure. Either Party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of more than fifteen (15) calendar days.
- d. Governing Law; Venue. The Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. The Parties submit to the jurisdiction of the Courts of Huerfano County, Colorado, and waive any right to object to venue in those courts.
- e. Survival. The Parties agree, covenant and warrant that the terms and conditions contained in the Agreement shall survive the execution of the Agreement.
- f. Entire Agreement. The Agreement contains the final and entire agreement between the Parties and is intended to be an integration of all prior understandings. The Parties shall not be bound by terms, conditions, statements or representations not contained in the Agreement.
- g. Modification. No amendment or modification of the Agreement shall be valid unless the same is in writing and signed by the Parties.
- h. Severability. If any term or provision of the Agreement is held invalid or unenforceable, the remainder of the Agreement will be considered valid and enforceable to the fullest extent permitted by law.

- i. Authority to Execute. The Agreement is effective upon execution by both Parties' authorized officials. By signing the Agreement, those officials represent that they have the authority to legally bind their respective entities.
- j. Multiple Originals and Authorized Signatures: The Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on the Agreement or any amendment to the Agreement will be deemed an original signature and will be fully enforceable as if an original signature.

IN WITNESS WHEREOF, the Parties executed the Agreement on this ____ day of _____, 2024 in duplicate originals.

CITY OF WALSENBURG

**HUERFANO COUNTY
BOARD OF COMMISSIONERS**

Mayor City of Walsenburg

**Chairman Huerfano County
Board of Commissioners**

ATTEST:

ATTEST:

City Clerk

County Clerk

HUERFANO COUNTY SHERIFF

County Sheriff

City of Walsenburg Law Enforcement Services Agreement
City Passed Version

**INTERGOVERNMENTAL AGREEMENT NO. 2
FOR LAW ENFORCEMENT SERVICES**

Between

CITY COUNCIL OF CITY OF WALSENBURG, COLORADO

And

HUERFANO COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the City of Walsenburg is a political subdivision of the state of Colorado wholly located within the County of Huerfano, State of Colorado and incorporated as a statutory city pursuant to Title 31, Colorado Revised Statutes (2024); and

WHEREAS, Huerfano County is a political subdivision of the State of Colorado, organized, existing and operating pursuant to Title 30, Colorado Revised Statutes (2024); and

WHEREAS, C.R.S. §30-11-410(1) (2024) authorizes the governing body of a municipality and the board of county commissioners to contract for the purpose of providing law enforcement, including enforcement of municipal ordinances, by the sheriff within the boundaries of the municipality; and

WHEREAS, C.R.S. §29-1-203(1) authorizes governments to cooperate or contract with one another to provide any function, service or facility with the approval of its legislative body; and

WHEREAS, the Colorado Constitution, Art. XIV, Sec. 18(2)(a) authorizes Colorado governments to cooperate or enter into intergovernmental agreements to provide any function or service lawfully authorized to each of the governments if authorized with the approval of the legislative body or other authority to so approve; and

WHEREAS, the City Council of the City of Walsenburg desires to enter into an Agreement with the County Commissioners of Huerfano County to permit Huerfano County to provide law enforcement services and dispatch services to the City of Walsenburg; and

WHEREAS, the Huerfano County Commissioners are willing and able to provide law enforcement and dispatch services to the City of Walsenburg upon the terms and conditions set forth in the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth in the Agreement, and for such other and further consideration set forth in the Agreement, the City Council of the City of Walsenburg, Colorado and the County of Huerfano, Colorado mutually covenant and agree as follows.

This Intergovernmental Agreement (the “Agreement”) is entered into by and between the City Council of the City of Walsenburg, Colorado (the “City”) and the Huerfano County Board of County Commissioners (the “County”) (individually “Party”, jointly “Parties”) pursuant to the authority set forth in C.R.S. §30-11-410(1) (2024).

Purpose. The purpose of this Agreement is to provide a means of transition allowing the City to move from solely using the County for law enforcement services to the re-establishment of a city police force by employing appropriate personnel and acquiring appropriate equipment over an indeterminate period.

1. **Term:** The Agreement term commences January 1, 2025, and shall continue indefinitely until the City has re-established a city police force and the payment to the County equals zero according to the payment schedule set forth in paragraph 2 below or until terminated upon mutual written agreement of the Parties. Upon payment to the County reaching zero, the Parties shall execute a written acknowledgement that the Agreement is terminated. The Agreement may also be terminated pursuant to the provisions of section 11 below.
2. **Consideration For Law Enforcement Services**
 - a. The City shall pay the County a total annual amount of \$897,204 (the “Base Annual Payment”) in monthly installments of \$74,767 (the “Base Monthly Payment”) as adjusted from time to time pursuant to Schedule A set forth below.
 - b. Payment. On or before the due date, the City shall pay to the Huerfano County Treasurer a monthly payment in the amount provided in Schedule A below in consideration of law enforcement services provided to the City by the County during the prior calendar month.
 - c. Reduction in Service. As the City phases in a police department and employs police department staff, law enforcement services provided by the Sheriff’s Office will be phased out and payment by the City to the County adjusted according to Schedule A.
 - d. Schedule A.
 - i. All percentages shown in Schedule A are percentages of the Base Annual Payment set forth in paragraph 2(a) above.
 - ii. The percentage reductions shown in Schedule A shall be effective on the first day of the month following the first day that the police department employee (“Employee”) reports to work.
 - iii. During the term of the Agreement, where a percentage reduction occurs and subsequently the Employee’s employment terminates for any reason, the percentage reduction shall be reversed effective the first day of the month following the termination. When the position is refilled the reduction shall be reinstated pursuant to paragraph d(ii) above.

SCHEDULE A					
	Amount Monthly Payment Decrease	Amount Annual Payment Decrease	Percent Decrease	Adjusted Monthly Payment	Adjusted Annual Payment
Base Amts	\$ -	\$ -	0%	\$ 74,767.00	\$ 897,204.00
Police Chief	\$ 22,430.10	\$ 269,161.20	30.0%	\$ 52,336.90	\$ 628,042.80
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e. Due date.

- i. Each monthly payment is due on or before the 15th day of each month or on the following business day when the 15th falls on a weekend or on a County or City holiday (the “due date”).

f. Late Payments.

- i. Payments received by the Huerfano County Treasurer after the 20th day of the month shall be deemed late (“late payment”).
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3. **Law enforcement services provided by the County to the City are as follows:**

- a. Twenty-four-hour a day general patrol service, general law enforcement services, investigative services, and dispatch services, under the supervision and direction of the Huerfano County Sheriff. The Sheriff will exercise best efforts to provide a minimum of two deputies at all times to provide law enforcement services to the City.

- b. General law enforcement services provided include, but are not limited to:
- i. enforcement of Colorado state statutes;
 - ii. investigation of criminal offenses;
 - iii. investigation of traffic accidents;
 - iv. general traffic enforcement;
 - v. business checks by foot patrol or by vehicle;
 - vi. vacation checks of private residences (as requested); and
 - vii. development and maintenance of crime prevention programs for commercial and residential use.
 - viii. Also provided as ancillary to law enforcement services provided are the following:
 - A. patrol training;
 - B. court appearances required to prosecute in-City matters;
 - C. other law enforcement services for the City requiring County resources will be provided by the County at the Sheriff's discretion.
- c. Additional law enforcement services, not set forth above, will be regulated and controlled by the Huerfano County Sheriff taking into account City requests, budgeting and staffing exigencies for the Sheriff's Department, the need for patrol in the City and elsewhere in the County, emergencies or special events in the City and the requirements of reasonable and adequate law enforcement services elsewhere in the County.
- d. The following are not included as general law enforcement services provided to the City:
- i. enforcement of the Walsenburg Municipal Code except where an equivalent Colorado statute exists;
 - ii. "animal control" which term does not include vicious dog offenses resulting in injury to persons or animals but does include capture and impoundment of vicious dogs.
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- i. Subject to direction by the city attorney or the municipal judge, summons and complaints should, when possible, be written into municipal court rather than county court.
 - ii. To avoid confusion over possible differences in the law, citations for alleged violations of the Model Traffic Code shall be cited into the Huerfano County Court

until the City adopts the same edition of the Model Traffic Code as the County at which time Model Traffic Code citations will be cited into municipal court.

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- i. The deputies issuing complaints and summons or citations will appear in county court or municipal court if subpoenaed at the prescribed date and time to give testimony and evidence relevant to the matter.
- ii. The Sheriff's Department will maintain all records necessary and customary for proper and efficient law enforcement administration.
 - A. City officials will have access to records as they relate to the City during normal working hours and at times convenient to the Sheriff's Department except that access to records of specific cases and/or ongoing investigations are subject to the provisions of the Colorado Open Records Act and other applicable law.
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- a. If any person is transported by order of the Walsenburg Municipal Court for more than thirty (30) miles, one way, other than at the request or consent of the County, the City shall be obligated to pay for per mile transport costs over thirty (30) miles one way at a charge of one dollar (\$1.00) per mile.

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- a. All fines collected under the authority of municipal ordinances shall be paid to the City.
- b. All traffic fines collected resulting in violations of the Huerfano County Model Traffic Code within the City limits on non-state and/or non-federal roadways shall be paid forty

percent (40%) to the City and sixty percent (60%) to the County in accordance with current practices pursuant to appropriate state law. The County will pay the City its forty percent (40%) within forty-five (45) days after the end of the month the fine was actually collected and submitted to the County by the Court.

8. Scheduling.

- a. The Sheriff shall determine all scheduling, duty officers, patrol areas, patrol times, performance standards, and personnel management.

9. Certification and Uniforms.

- a. Each Deputy Sheriff shall be certified or otherwise comply with the provisions of C.R.S. § 24-33.5-301(2024), *et seq.* Deputies shall wear Huerfano County uniforms only.

10. City Council Attendance.

- a. Periodically, and upon request, the Sheriff or his designated representative, shall attend City Council meetings to discuss mutual concerns that may arise. The City will provide the Sheriff's Department written notice of the requested meeting a minimum of seven (7) business days prior to the date of the meeting.

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- a. Termination. Either Party may terminate the Agreement by giving the other Party a minimum of ninety (90) calendar days' written notice prior to the termination effective date. In the event of termination, the City will pay the County for all law enforcement services provided under the Agreement prorated up to and including the day of termination.
- b. Material breach. If either Party believes there has been a material breach to the Agreement, including but not limited to failure to pay timely or failure to provide services, the grieved Party shall bring the material breach to the attention of the other Party and allow ten (10) calendar days to correct the breach before terminating the Agreement.
- c. Grievance. Any grievance on behalf of the County or the Department will be submitted to the City Administrator in writing within five (5) business days of the event. Any grievance on behalf of the City will be submitted to the Huerfano County Sheriff and the County Administrator in writing within five (5) business days of the event.

12. GENERAL PROVISIONS

- a. The Parties shall reasonably cooperate with each other and with the Huerfano County Sheriff's Department, and their respective agents and employees to facilitate the performance of the Agreement.
- b. Both Parties acknowledge their respective duties under C.R.S. §29-1-205(a) to include the Agreement in their respective informational list of all contracts in effect with other

political subdivisions with the Colorado Department of Local Affairs within thirty days after receiving a written request from the division of local government.

- c. Failure to Appropriate. The Agreement is subject to annual appropriations by each Party as required by law. If the City fails to appropriate or otherwise make available funds sufficient to fulfill the Agreement, the County may unilaterally terminate the Agreement in accordance with section 11 above.

13. County Employees.

- a. Personnel providing services under the provisions of the Agreement remain County employees at all times and are not City employees for any purpose.
- b. The County will pay all employee wages, salaries and benefits. The County is responsible for all deductions, withholdings and accrual of benefits, if any, with respect to such wages and salaries.
- c. No County employee is entitled to any City employment benefits whatsoever, including, but not limited to, Worker's Compensation Insurance.

14. Injury and Sickness.

- a. The City shall not be liable the County, Department or their officers, employees and agents for injuries or sickness arising out of acts or omissions during the provision of the law enforcement services provided under the Agreement; and the City shall not be liable to provide insurance, compensation or indemnity for any County or Department employee.

15. Independent Contractor.

- a. The Huerfano County Sheriff's Department ("Department") is a department of the County of Huerfano. The County and Department stand as an independent contractor with respect to the City under this Agreement.
- b. No officer, employee or agent of the City shall be deemed an officer, employee or agent of the County or the Department; and, no officer, agent or employee of the County or Department shall be deemed an officer, employee or agent of the City. The Department, acting for the County, is in complete charge, control and supervision of all law enforcement services provided under the Agreement and will provide all equipment necessary to provide the services.

16. Liability.

- a. The County, the Department and their elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the City or the officers, employees or agents.

- b. The City and its elected officials, employees and agents shall not be deemed to assume any liability for intentional or negligent acts of the County, the Department or their City's officers, employees or agents.
- c. The City shall, to the extent it may legally do and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the County and the Department, their elected officials, employees and agents against any claim for damages resulting from the proper enforcement of any duly enacted municipal ordinance. However, nothing in the Agreement obligates the City to be liable for any claim of punitive damages.
- d. The City shall not be liable for compensation or indemnity for any County or Department employee, officer or agent resulting from injury or sickness arising out of employment by the County or Department or their provision of law enforcement services under the Agreement. The County shall, to the extent it may legally do so and subject to the provisions of C.R.S. §24-10-101, *et seq.*, defend and hold harmless the City against such claims and provide any required worker's compensation insurance coverage and unemployment insurance coverage for County and Department employees.
- e. No provision of the Agreement shall be construed to constitute a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

17. INDEPENDENT CONTRACTOR STATUS.

- a. IT IS EXPRESSLY ACKNOWLEDGED BY THE COUNTY AND THE DEPARTMENT THAT THE COUNTY AND DEPARTMENT ARE AN INDEPENDENT CONTRACTOR UNDER THE TERMS OF THE AGREEMENT.
- b. NOTHING IN THIS AGREEMENT IS INTENDED, NOR SHALL IT BE CONSTRUED, TO CREATE AN EMPLOYER/EMPLOYEE RELATIONSHIP OR A JOINT VENTURE RELATIONSHIP OR ALLOW EITHER PARTY TO EXERCISE CONTROL OR DIRECTION OVER THE MANNER OR METHOD BY WHICH THE PARTIES EXERCISE THEIR RESPECTIVE PROFESSIONAL JUDGMENT.
- c. INDEPENDENT CONTRACTOR UNDERSTANDS AND AGREES THAT THE CITY WILL NOT PAY OR WITHHOLD ON BEHALF OF INDEPENDENT CONTRACTOR ANY SUMS FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, WORKMEN'S COMPENSATION INSURANCE, OR ANY OTHER WITHHOLDING TAX OR INSURANCE PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY. INDEPENDENT CONTRACTOR AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT INDEPENDENT CONTRACTOR WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. INDEPENDENT CONTRACTOR AGREES TO HOLD CITY HARMLESS AS CONCERNS ANY CLAIM ARISING OUT OF CITY'S FAILURE TO WITHHOLD ANY AMOUNT FROM INDEPENDENT CONTRACTOR'S COMPENSATION.

18. Miscellaneous Provisions

- a. Designated contacts.
 - i. The City Administrator will be the primary person to have contact with the County and the Department in all matter related to the Agreement. The City may change its designated contact person from time to time by providing written notice to the County and the Department.
 - ii. The Huerfano County Sheriff will be the primary person to have contact with the City in all matter related to the Agreement.
- b. Integration. The Agreement supersedes all previous agreements between the Parties. All prior agreements are determined to be null and void upon execution of the Agreement.
- c. Force Majeure. Either Party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of more than fifteen (15) calendar days.
- d. Governing Law; Venue. The Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. The Parties submit to the jurisdiction of the Courts of Huerfano County, Colorado, and waive any right to object to venue in those courts.
- e. Survival. The Parties agree, covenant and warrant that the terms and conditions contained in the Agreement shall survive the execution of the Agreement.
- f. Entire Agreement. The Agreement contains the final and entire agreement between the Parties and is intended to be an integration of all prior understandings. The Parties shall not be bound by terms, conditions, statements or representations not contained in the Agreement.
- g. Modification. No amendment or modification of the Agreement shall be valid unless the same is in writing and signed by the Parties.
- h. Severability. If any term or provision of the Agreement is held invalid or unenforceable, the remainder of the Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- i. Authority to Execute. The Agreement is effective upon execution by both Parties' authorized officials. By signing the Agreement, those officials represent that they have the authority to legally bind their respective entities.
- j. Multiple Originals and Authorized Signatures: The Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on the Agreement or any amendment to the Agreement will be deemed an original signature and will be fully enforceable as if an original signature.

IN WITNESS WHEREOF, the Parties executed the Agreement on this ____ day of _____, 2024 in duplicate originals.

CITY OF WALSENBURG

**HUERFANO COUNTY
BOARD OF COMMISSIONERS**

Mayor City of Walsenburg

Chairman Huerfano County
Board of Commissioners

ATTEST:

ATTEST:

City Clerk

County Clerk



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: December 31, 2024

ITEM NAME: Tyler Technologies ERP Pro Agreement

SUBMITTED BY: Carl Young

SUMMARY: This is a request to approve the Agreement with Tyler Technologies through the Statewide Internet Portal Authority (“SIPA”) for Tyler’s ERP Pro System. This will transition the Land Use and Building Department, Human Services Department, and County Administration onto a unified system. The implementation of this system will take approximately 18 months. Funding is provided through a Statewide Internet Portal Authority GovGrant.

RECOMMENDATION: Motion to approve the Agreement with Tyler Technologies through the Statewide Internet Portal Authority for Tyler’s ERP Pro System in the total amount of \$200,199.30.

BACKGROUND: The County was awarded \$198,440 from SIPA’s GovGrant program. The County will have to contribute \$1,769.30

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:



Company Address 950 S. Cherry St.
Suite 900
Denver, CO 80246
US

Expiration Date 1/3/2025
Quote Number 00004688

Prepared By Heather Nelson
Phone (720) 409-5638
Email heather@cosipa.gov

Contact Name Carl Young
Phone (719) 738-2370
Email cyoung@huerfano.us

Bill To Name Huerfano County
Bill To 401 Main Street
Suite 201
Walsenburg, CO 81089

Ship To Name Huerfano County
Ship To 401 Main St
Walsenburg, CO 81089

Product	Line Item Description	Sales Price	Quantity	Total Price
Tyler Technologies ERP Pro Implementation	One Time Implementation Fees, per the attached SOW	\$119,689.50	1.00	\$119,689.50
Tyler Technologies ERP PRO	One Year Term, per the attached SOW	\$80,509.80	1.00	\$80,509.80

Description Quote for Huerfano County for Tyler Technologies ERP PRO Solution Implementation Fees and ERP PRO Solution Subscriptions Fees for a One Year Term, per the attached SOW. **Grand Total \$200,199.30**

Please note that this agreement will automatically renew for additional one year periods unless 60 days notice is given to terminate.

Please return a signed SOW and/or PO to me or sipa@cosipa.gov to procure and include the email address of the person who is supposed to receive the invoices.

Additional Details

Additional Details Please note: Fees are not refundable.

Please note: Subscription Fees will increase at the end of the initial 3 year term, as described in the SOW.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice. Year 1 SaaS Subscription Fees will be invoiced at the beginning of the Term, as described in the SOW. Professional Services fees will be invoiced as services are delivered. Payment Terms are Net 45.

Please note: This agreement will automatically renew for additional one year periods unless terminated in writing by either



party as least sixty (60) days prior to the end of the then-current renewal term.

SIPA is committed to providing solutions that can be used in a Web Content Accessibility Guidelines (WCAG) compliant fashion. However, SIPA cannot certify that this product is compliant with the latest version of WCAG and cannot assume responsibility for non-compliance. We encourage you to perform your own assessment on the suitability of this product for your needs, which may include reaching out to Tyler Technologies directly for more information.

By signing the attached SOW or by issuing a Purchase Order, you are agreeing to any Terms and Conditions listed above or in the SOW and you are agreeing to purchase the above mentioned products and/or services and you will be responsible for payment upon invoicing. You also certify that you have authority to enter into this agreement between your entity and SIPA.



**ORDER PURSUANT TO
COLORADO STATEWIDE INTERNET PORTAL AUTHORITY
AGREEMENT WITH TYLER TECHNOLOGIES, INC.**

This Order ("Order") is entered into by and between Huerfano County, Colorado an Eligible Governmental Entity ("Customer"), the Colorado Statewide Internet Portal Authority ("SIPA"), and Tyler Technologies, Inc. ("Tyler" or "Contractor"). This order is permissible under the terms of the Master Services Agreement, dated August 20, 2019, as amended ("Contract"), the terms of which are incorporated herein by reference. Customer is an Eligible Governmental Entity desiring to purchase products and services through the Contract. All services and products provided to Customer under this Order are subject to the terms and conditions described and attached to this Order. This Order is effective as of the last signature date below ("Effective Date"). Upon execution of this Order, Tyler will perform the services and provide the products to Customer as described in this Order.

The parties' respective performances under this Order shall commence on the Effective Date and shall terminate on one year from the Effective Date ("Initial Term") unless sooner terminated in accordance with the terms of this Order. After the Initial Term, this Agreement shall automatically renew for additional one-year periods (each a "Renewal Term") unless either party, in its discretion, notifies the other party of an intent to terminate, in advance and in writing, 60 days or more before the end of the term then in effect.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and SIPA agree as follows:

1. The objective of this Order is to provide Huerfano County an ERP System designed to improve financial and personnel management, and empower your citizens. The Supplier (Tyler) will configure, deliver, and host the proposed solution which will include ERP services for Huerfano County.
2. The services provided under this Order are described in Attachment A. Attachment A sets forth the agreed upon scope of services and industry standard implementation plan describing how services will be provided, the roles and responsibilities of Huerfano County and Tyler in connection with the implementation. Any changes to the scope or terms of this Order shall be submitted and approved in writing. Huerfano County is contracting through SIPA for the services described herein. SIPA shall be responsible for confirming that Tyler fulfils its obligations in accordance with this Order. Purchase orders, amount payable, and contractual correspondence related to this Order shall be sent to Heather Nelson at heather@cosipa.gov. Any capitalized term not defined in this Order has the meaning ascribed to it in the Agreement. Upon mutual execution, Tyler shall perform the services described in this Order.
3. Payment of the fees and costs for this Order are set forth in Attachment B.

- 4. The contractor will provide all services associated with this Work Order per the terms of the Contract and Attachment C, the terms of which will control in the event of a conflict with the Contract. Huerfano County's use of the SaaS Software shall be subject to the terms and conditions in Attachment C.
- 5. Any terms not defined herein shall have the same meaning as those provided in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

HUERFANO COUNTY

STATEWIDE INTERNET PORTAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Attachment A
Statement of Work**

The solution will include the following core solution in addition to the specified modules listed below:

ERP Pro Overview:

ERP Pro is a fully integrated ERP system designed to improve financial and personnel management, streamline utility billing, simplify community development and tax administration, and empower and engage your citizens. ERP Pro delivers everything your growing, local-level government needs to transform workflow and increase productivity. ERP Pro’s customizable, role-based dashboards and Smart Card technology give you immediate insight into the information you need to do your job quickly and more efficiently. Backed by an adaptive user experience from desktop to tablet to phone, you’ll have access to important information for quicker, more informed decision-making.

Module	Overview
Community Development	<p>Meet the community development needs of your growing city or county without the added complexities of a large-scale system. Empower your community and staff through online submissions and payments, mobile functionality and routing, and an automated data sync to streamline workflow between the field and the back office.</p> <p>Community Development Module Includes: Licensing Access, Permitting Access, Code Enforcement</p> <p>Licensing Access: Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note: The customer pays the \$1.25 fee per transaction for payment online.</p> <p>Permitting Access: Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note:</p>

	The customer pays the \$1.25 fee per transaction for payment online.
Financial Management	<p>As a multi-fund accounting system, ERP Pro simplifies the management and reporting of financial data and gives you the power to centrally control the flow of revenue and expenses across your community. Customizable workflow, automatic report generation, and budget tools deliver the functionality and flexibility needed to tailor the system to your unique business needs.</p> <p>Financial Management Module Includes: Accounts Payable, Accounts Receivable, Bank Reconciliation, Budgeting, Cashiering, Fixed Assets, General Ledger, Grant Accounting</p>
Human Resources Management	<p>Automate payroll and human resources processes in a single centralized system. From application and onboarding to retirement, you can effectively and efficiently manage staff and their related data throughout the entire employee life cycle. ERP Pro makes it easy to increase productivity while reducing data entry and redundant tasks.</p> <p>Human Resource Management Module Includes: Time & Attendance</p>
Content Manager	<p>In addition to the content management functionality built into ERP Pro, integration with Content Manager helps further automate document capture and storage. From batch scanning, indexing, and storage to on-demand document retrieval, your organization will benefit from a significant decrease in manual data entry and paper-based processes. Purchase orders, forms, and other documents are automatically linked to ensure your supporting documentation is available on demand, while the need for physical storage and postage costs are reduced.</p>

Attachment B Investment Summary

SaaS and Professional Services

Tyler presents all aspects of the proposed solution to Huerfano County for the professional services required to implement an ERP Pro Solution. The pricing/fees below includes three (3) parts: Professional Services, SaaS Fee, Transaction Price

The final scope of services will be agreed to as part of this Order drafting and negotiations.

Professional Services are one-time fees paid for implementation of the various modules of the ERP Pro Solution.

Professional Services (One-Time Fee)	One-Time Fees
ERP PRO 10 Financial Management Suite	
Professional Services	\$65,163
Data Conversion Services	\$14,700
Project Management	\$2,047.50
ERP PRO 10 Customer Relationship Management Suite	
Professional Services	\$3,045
Project Management Services	\$1,312.50
ERP PRO Community Development & Financial Management Suite	
Professional Services	\$15,834
Project Management Services	\$2,047.50
Time & Attendance	
Professional Services	\$1,837.50
Project Management Services	\$7,612.50
Content Manager Suite	
Professional Services	\$6,090
Total Professional Services	\$ 119,689.50 / One-time Fee

Software-as-a-Service (SaaS) fees are the annual fees paid for the licensing of the cloud-based ERP Pro Software.

Subscription and Licensing (Annual SaaS Fee)	Annual SaaS Fee*
ERP PRO 10 Financial Management Suite	
AP Automation Capture with Disbursements	\$3,780
Applicant Tracking	\$1,785
Core Financials	\$15,525.30
Electronic Time Clock Interface	\$1,114.05
Fixed Assets	\$1,958.25
Grants Management	\$1,552.95
Human Resources Management (Includes Position Budgeting)	\$12,149.55
Employee Access Pro	\$0

Project Accounting	\$3,642.45
Purchasing	\$4,679.85
Accounts Receivable	\$4,085.55
ERP PRO 10 Customer Relationship Management Suite	
Cashiering	\$1,485.75
ERP PRO Community Development & Financial Management Suite	
Permitting Access	\$1,260
Code Enforcement Access	\$1,260
Code Enforcement	\$4,050.90
Licensing	\$3,713.85
Permitting	\$4,050.90
Code Enforcement Mobile	\$1,575
Inspections Mobile	\$1,575
Licensing Access	\$1,260
Identity	
Workforce Direct	\$0
Time & Attendance	
Time & Attendance	\$6,213.90
Content Manager Suite	
Content Manager Core	\$5,739.30
Other Services	
Tyler University	\$1,104.60
Subtotal Subscription and Licensing	\$ 83,562.15
Discount Subscription and Licensing	(\$3,052.35)
Total Subscription and Licensing	\$ 80,509.80 / Annual SaaS Fee*

Transaction fees are paid by the customer, per transaction, for online access to the Licensing and Permitting modules of the Community Development Suite.

	Per Transaction*
<ul style="list-style-type: none"> Licensing and Permitting Access: The customer pays the \$1.25 fee per transaction for payment online. 	\$1.25 per transaction

Additional pricing terms:

- Utility billing and payments are not included in this Order. If Huerfano County would like to add this item, then a Change Request will be executed between both parties.
- By signing the Order by December 27, 2024, the following terms will apply:
 - Annual Subscription and Licensing fee for year one (2025) will begin on April 1, 2025
 - Annual Subscription and Licensing fee is fixed for a three (3) year term (2025-2027)
 - Starting year four (2028), Annual Subscription and Licensing fee is subject to a 3% increase at the start of each calendar year, for three (3) years, ending in 2031



Attachment C
Standard Terms and Conditions

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **“Client”** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **“Data”** means your data necessary to use the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users, if any, that are identified in the Investment Summary. If Attachment B contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both Huerfano County and SIPA's authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date Huerfano County's authorized representative signed the Order Form.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Attachment B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached to the Order Form as Attachment A.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data

Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.

- 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

- 4.1. You may not:
 - 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
 - 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
 - 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
 - 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
 - 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
6. SaaS Services.
- 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA’s Statement on Standards for Attestation Engagements (“SSAE”) No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
- 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
- 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler’s System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
- 6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status,

we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work. For avoidance of doubt, unless otherwise specified, Tyler will use its standard implementation methodology and any request to vary Tyler’s approach may result in a change order.
2. Professional Services Fees. Huerfano County agrees to pay SIPA the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally,

you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party

Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Attachment B or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty

(30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.
 We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. **Performance Issues and Dispute Resolution.**

- 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
- 2.2. *Invoice Issues.*
- 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
- 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
- 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
- 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
- 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with

registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
 - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative

procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents & Order of Precedence.

22.1. *Contract Documents*. This Agreement includes the following exhibits:

Attachment A Statement of Work

Attachment B Investment Summary (Attached to Order)

Attachment C Standard Terms and Conditions – Software as a Service Agreement

Exhibit A RESERVED.

Exhibit B Invoicing and Payment Terms

Exhibit C Service Level Agreement

Exhibit D Third-Party Terms

22.2. *Order of Precedence*¹. In the event of any conflict or inconsistency between the terms of this Agreement and any exhibits, the conflict or inconsistency shall be resolved by using the following order of precedence:

- This Agreement and Exhibits A-D
- Attachment A – Statement of Work
- Attachment B – Investment Summary
- The Order Pursuant to Colorado Statewide Internet Portal Authority



[Exhibit A is RESERVED]

Exhibit B Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: SIPA will invoice Huerfano County for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Annual SaaS fees for the initial terms are set forth in the Investment Summary. Upon expiration of the initial terms, annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, SIPA will bill Huerfano County the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software

are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.
3. Hardware & Third-Party Products.
- 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
- 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
- 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.
3. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting accounting@cosipa.gov.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D Third-Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEPlan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: https://learn.envisio.com/Envisio_MasterServicesAgreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler’s Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/polco-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: <https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability

related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



SCHEDULE 2

PRICING – IN NETWORK - FEE SCHEDULE

Credit Card Type	Discount Rate	Check all Cards to be accepted
AVCARD by World Fuel	2.85%	

Any changes to the above fees require 30 days prior written notice from World Fuel Services (WFS) to Merchant.

Settlement by EFT: Sales processed through processing center will be funded to Merchant via EFT (Electronic Funds Transfer) on a daily basis. A settlement advice notice will be electronically transmitted indicating transaction detail and settlement amounts.

Discount Rate: The discount rate will be multiplied by the gross amount of the transaction and such amount shall be deducted from the gross amount upon payment by WFS to Merchant.

Settlement: All card types will be settled to your account within three (3) U S business days after processing (excludes US government and bank holidays).

Rates above are valid for 60 days from the date of presentment of the original proposal. If this agreement is not executed in this time, the rates must be re-quoted.

Merchant Name: County of Huerfano Initial: _____ Date: _____

9800 NW 41st Street • Doral, FL • USA • wfscorp.com

v.102218

World Fuel Services GENERAL MERCHANT SERVICES

Card Processing Merchant Agreement

This Card Processing Merchant Agreement made and entered into this 31 day of December 2024 ("Agreement") between County of huerfano, a Local Gov. company ("Merchant"), and World Fuel Services, Inc., a Texas corporation ("World Fuel") entitles Merchant to accept and submit credit/debit card transactions and receive payment, on the terms and conditions set forth herein, at the Merchant locations listed in Schedule 1 ("Card Processing Services") for those credit/debit cards listed in Schedule 2 (hereinafter collectively referred to as the "Cards", and each individually, a "Card"). Your signature below constitutes acceptance of the terms and conditions of this Agreement as it exists and as it may be amended from time to time in accordance with the terms hereof.

1. Agreement

In performing their respective obligations under this Agreement, the parties agree to comply with all Applicable Law. For the purpose of this Agreement, "Applicable Law" means all federal, state and local statutes, ordinances, regulations and executive, administrative and judicial orders applicable to this Agreement and Payment Security Standards Council's ("PCI") requirements.

2. Card Acceptance Procedures

- a. Merchant agrees to follow and comply with any operating procedures, Card regulations or specific policies issued and as amended by the Card issuer or association for each Card listed in Schedule 2 (collectively referred to as "Operating Procedures"). Merchant agrees that it is solely responsible for monitoring and complying with all Operating Procedures.
- b. All invoices submitted for processing must contain only those Card transactions for which a valid authorization from the Card issuer was obtained. Any disputes between the cardholder and the Merchant regarding an invoice remain the sole responsibility of the Merchant to address and resolve, before a final invoice can be submitted to World Fuel for processing.
- c. Any amounts representing purchases not made in strict accordance with these terms or the Operating Procedures will be rejected by World Fuel, and if paid to Merchant and subsequently properly rejected by the cardholder, will be deducted from the next regular (or subsequent) payment due to Merchant or collected in another manner as World Fuel may determine. World Fuel may chargeback any Card transaction to a Merchant where the Merchant fails to provide requested supporting documentation within 3 business days in the United States. If the Card association or issuer (e.g. American Express) determines there are excessive chargebacks at a location, Merchant will be solely responsible for any fees, charges or other amounts assessed by the Card association or issuer.
- d. Merchant shall not receive any payments from cardholders with respect to charges made on Cards, and no cash advance shall be paid by the Merchant to the cardholder for any Card transaction. The Merchant will not submit to World Fuel any Card transactions that represent replacement for uncollected funds from other payment methods or that represent bad debt or potential bad debt with regard to the Merchant's own receivable.
- e. Merchant is solely responsible for the quality and accuracy of all data provided to World Fuel.
- f. Invoices must include all details needed to define the products and services purchases and must include a signature or authorization by the cardholder as required by the Card issuer.
- g. All invoices must be submitted to World Fuel within thirty (30) days of the Card transaction.

3. Gateway Use, Copyright and Grant of License
 - a. World Fuel has built and maintains highly confidential and proprietary point of sale software and web-based XML interfaces (the “Gateways”) and Merchant desires to use the Gateways for Card Processing Services. Merchant and World Fuel will cooperate to facilitate any necessary upgrades or changes to the Gateways, provided that no upgrades or changes to the Gateways may be implemented or made without World Fuel’s consent in its sole discretion.
 - b. Subject to Merchant’s compliance with the terms and conditions of this Agreement, World Fuel grants to Merchant a limited, non-exclusive, non-transferable, and non-sublicensable license during the term of this Agreement to use the Gateways and any documentation provided by World Fuel related to processing requirements, system access or authorization (the “Documentation”) exclusively for Card Processing Services with World Fuel. The Gateways and Documentation shall remain the property of World Fuel and no rights, including licenses, are granted with respect thereto other than as expressly set forth in this Section 3.
 - c. Merchant hereby acknowledges that World Fuel is the owners of all right, title and interest in the Gateways and Documentation and all intellectual property and proprietary rights therein, regardless of whether a copyright or other notice appears thereon or whether a registration thereof has been obtained with the appropriate government office. Merchant acknowledges the Gateways, Documentation and any other materials or information supplied by World Fuel under or in connection with this Agreement constitute the proprietary information of World Fuel and Merchant shall hold all such information in strict confidence, use such information solely to the extent necessary to perform its obligations under this Agreement, and in no way discuss, disclose or otherwise make available such information to any third parties, including World Fuel’s competitors.
4. IT, Data and Cardholder Information Security
 - a. Merchant must have proper security measures in place for the protection of cardholder data (including, without limitation, any personally identifiable information or other data that, alone or in combination with other data, can be used to identify a cardholder) and comply with Applicable Law. Merchant must comply with all applicable PCI requirements including, but not limited to, using a PA DSS certified POS/software, ensuring the secure storage and limited access to all records containing cardholder data. Merchant must not retain or store magnetic strip or PIN data after a transaction has been authorized. Merchant is responsible for demonstrating to World Fuel Merchant’s compliance with PCI programs and other Applicable Law. Merchants are required to notify World Fuel immediately of any incident that could potentially compromise cardholder data.
 - b. Merchant agrees to immediately notify World Fuel of any suspected, alleged or confirmed Compromised Data Event. Merchant agrees that upon Merchant’s suspected or actual discovery of a Compromised Data Event, Merchant will not alter or destroy any related records. Merchant will share with World Fuel all information related to any actual or suspected Compromised Data Event, including, but not limited to, forensic reports and system audits; and allow World Fuel access to Merchant and its Merchant’s facilities and records for the purpose of performing any inspection, examination and/or copying of books pertaining to the affected transactions. World Fuel may share such information with others as permitted under Applicable Law. In the event of a suspected Compromised Data Event and/or violation of Applicable Law, Merchant must promptly take appropriate corrective action, subject to World Fuel’s approval. World Fuel shall be entitled to pass on to Merchant, and Merchant shall be solely responsible for paying, any costs, damages, fees and other liabilities related to any actual or potential loss, unauthorized disclosure, theft or compromise of cardholder data or card transaction

- information (each, a “Compromised Data Event”), including without limitation any costs, damages, fees and other liabilities that the Card associations or issuers or government authorities may assess against World Fuel, and/or the costs World Fuel incurs for its investigation of the Compromised Data Event, including those associated with examinations and inspections, except to the extent caused by World Fuel’s gross negligence or willful misconduct.
5. Payment and Fees
 - a. Merchant agrees to the pricing and settlement terms set forth on Schedule 2.
 - b. Merchant and World Fuel shall enter into an Electronic Funds Transfer Authorization Agreement (annexed hereto as Exhibit 1), the effectiveness shall coincide with the term of this Agreement and provide, among other things, that Merchant authorizes World Fuel, to initiate debit and/or credit entries with respect to a certain bank account of Merchant.
 - c. Merchant agrees to work with World Fuel and Card issuers to assist with marketing Card products to Merchant’s customers.
 - d. World Fuel will have the right to offset outstanding amounts owed to Merchant on the Merchant’s Cards accounts against any sums payable to the Merchant by World Fuel, or any affiliated companies including its or its parent company subsidiaries and parent company, under any contract, agreement or arrangement.
 - e. On or prior to the execution of this Agreement, Merchant shall complete and deliver to World Fuel a fully executed W-9 form (Request for Taxpayers Identification Number and Certification).
 6. Subrogation: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from World Fuel, Merchant irrevocably assigns to World Fuel all rights acquired by Merchant, including lien rights, such as mechanics liens, resulting from transactions for fuel, services and aircraft management for which Merchant has received payment or reimbursement, to allow World Fuel to pursue payment from the account holder.
 7. Merchandise Responsibility, Warranties, Limitation of Liability
 - a. In no event shall World Fuel be liable to Merchant for any claims for loss of profits, loss of use, interruption of business, or indirect, special, incidental or consequential damages of any kind. Neither party shall be liable to the other for failure to perform this Agreement where such failure to perform is due to any natural disaster, fire, flood, storm, strike, terrorist event, act of war, labor unrest, acts of God, equipment or power interruption (when not due to the negligence of the non-performing party, its employees and contractors) interruptions in the telephone or Internet systems, failures in third party computer software or hardware or any cause beyond the non-performing party’s reasonable control.
 - b. World Fuel makes no warranties or representations with respect to the Card Processing Services provided under this Agreement; however, World Fuel will use reasonable efforts to work with Merchant to resolve any issues that arise in connection herewith.
 - c. Merchant acknowledges that the cardholder is the purchaser of all products and services using a Card pursuant to this Agreement and neither World Fuel nor any of its affiliates takes title or risk on any product or service supplied. Any dispute arising under or about such a purchase is a matter between the Merchant and the cardholder.
 - d. Without limiting any other warranties made hereunder, Merchant represents warrants and covenants with World Fuel and with the submission of each Card transaction reaffirms that:
 - i. Each Card transaction is genuine and arises from a bona fide transactions, permissible under Applicable Law, by the cardholder directly with the Merchant for respective merchandise or services sold; and

- ii. With respect to each Card transaction, Merchant has no knowledge or notice of any fact, circumstance or defense which would indicate that such card transaction is fraudulent or not authorized by the related cardholder or which would otherwise impair the validity or collectability of that cardholder's obligation arising from that Card transaction or relieve that cardholder from liability with respect hereto.
 - e. MERCHANT AGREES THAT NEITHER World Fuel, IT'S AFFILIATES, NOR ITS AND THEIR DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND EMPLOYEES SHALL BE LIABLE TO MERCHANT FOR ANY CLAIMS, LIABILITIES OR EXPENSES RELATING TO THE CARD PROCESSING SERVICES PROVIDED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY MERCHANT TO World Fuel FOR SUCH SERVICES DURING THE IMMEDIATELY PRECEDING CONTRACT YEAR.
8. Term and Termination: The initial term of this Agreement shall commence on the date hereof and shall be in effect for three (3) years. This Agreement shall automatically renew for successive one (1) year periods unless terminated on sixty (60) days' prior written notice given by either party to the other, provided, that such termination shall not affect any customer transaction entered into prior to termination. In addition, this Agreement may be immediately terminated by World Fuel if Merchant breaches any term of this Agreement and fails to cure such breach within thirty (30) days following written notice by World Fuel. Sections 3c, 4, 7, 8, 9 and 10 shall survive any termination of this Agreement. In addition, this Agreement shall automatically terminate, without any requirement for notice, upon any change in ownership of Merchant or all or substantially all of the Merchant's business.
9. Indemnification: Merchant agrees to indemnify and hold harmless World Fuel, its officers, directors, employee, agents and insurers, from and against any and all losses, damages, costs and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements and judgments arising out (i) the negligence or misconduct of Merchant or its officers, directors, employees or agents, (ii) any breach of Applicable Law or (iii) any breach of or failure to comply with the terms of this Agreement by Merchant or its officers, directors, employees or agents.
10. Entire Agreement: This Agreement represents the entire agreement between the parties relating to this subject matter hereof and supersedes any inconsistent terms and conditions contained in any other agreement between the parties. This Agreement may be amended unilaterally from time to time by World Fuel upon notice given to the Merchant at least thirty (30) days prior to the effective date of the amendment, provided however that Merchant shall have the right to reject such amendment by terminating this Agreement, notwithstanding Section 8, prior to the effective date of such amendment. This Agreement may not be assigned by Merchant, by operation of law or otherwise, without the prior written consent of World Fuel. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties hereto agrees to the exclusive the exclusive jurisdiction and forum of the federal and/or local courts located in Miami-Dade County, FL.

[Signature Page to Follow]



Executed this 31st day of December, 2024

Merchant Name:

County of Huerfano, Colorado

By: _____

Name: Arica Andreatta

Title: Chair, Board of County Commissioners

Accepted this ____ day of _____, 20____.

World Fuel Services, Inc.

By: _____

Name: _____

Title: _____

SCHEDULE 1

Locations

Merchant Name	Airport or Address	ICAO	IATA
County of Huerfano	Spanish Peaks Airfield	4V1	



EXHIBIT 1
EFT FORM (One per bank Account)

EFT AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

[Name of Merchant] authorizes World Fuel Services, Inc. to collect and deposit funds into the bank account indicated below by means of Electronic Funds Transfer for payment of goods and services processed through the World Fuel Gateway for the following location(s):

Spanish Peaks Airfield - 4V1
1061 County Road 101, Walsenburg, CO 81089

It will also allow access for adjustments (debit transactions) in the event of billing errors or chargebacks. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged. Until notification in writing of cancellation or modification, this authorization will continue to be valid.

Receiving Bank City Transit/ABA # _____

Merchant Name _____

Merchant Address: _____

State _____

Branch _____

Acct # _____

City _____

Zip _____

Please send a copy of voided check with your signed agreement along with a current W-9.



MEMORANDUM

MEETING TYPE: Board of County Commissioners

MEETING DATE: December 31, 2024

ITEM NAME: Amendment to ARPA State and Local Funds Obligation

SUBMITTED BY: Carl Young

SUMMARY: In the attached memo from June 25, 2024 the Board re-allocated funds to various projects, including dedicating funding to the Law Enforcement Center HVAC. This is a request to change the name of that obligation to “Law Enforcement Center Improvement or Replacement Project”. No change is requested in the funding amount. This change is requested after a couple of walkthroughs identified other issues with the facility. While we are still evaluating those concerns, I believe it is prudent to expand this obligation in the likely event we need to reshuffle our priorities.

RECOMMENDATION: Motion to change the obligation of \$302,000 in American Rescue Plan Act Funds from Law Enforcement Center HVAC to Law Enforcement Center Improvement or Replacement Project.

BACKGROUND: On December 16, 2024, the Law Enforcement Center experienced a partial outage of its control systems. These systems were repaired within the day, but I asked our team to get a rough idea of the cost to upgrade the control system, which is mostly original to the building, with a modern system similar to what exists in other County facilities. During a walkthrough held on December 20, 2024 staff was informed that the Law Enforcement Center’s fire alarm system was nonfunctional. Fire watch protocols were put in place and the another walkthrough was held on December 23, 2024 with a representative from CTSI to evaluate any other liabilities that may exist in the facility.

BOARD ACTION TAKEN:

APPROVED

DENIED

OTHER

SIGNATURE OF THE CHAIR: _____

NOTES:

John Galusha, Chairman
 Arica Andreatta, Commissioner
 Karl Sporleder, Commissioner



Item 4d.

HUERFANO COUNTY GOVERNMENT DECISION MEMORANDUM

Date: June 25, 2024
To: Huerfano County Board of County Commissioners
From: Carl Young, County Administrator
Re: State and Local Assistance Fund Re-Obligation Request

Summary: This is a request to obligate the remainder of the funding received from the American Rescue Plan Act to specific needs and requests. In March of 2021, the American Rescue Plan Act authorized the \$350 billion State and Local Coronavirus Fiscal Recovery Fund, which provided \$65.1 billion in direct, flexible aid to every county in America. Huerfano County was allocated \$1,339,661.00 and has obligated and/or spent all of these fund. This is a request to re-obligate some of these funds for urgent needs.

Requested Motion/Action: Motion to de-obligate American Rescue Act Funds as follows:

- 1) \$150,000 from Countywide Housing Projects;
- 2) \$201,000 from County Parks and Recreation;
- 3) \$31,000 from Non-Profits/Community Projects; and
- 4) \$20,000 from the Huerfano County Tourism Board

and to obligate American Rescue Plan Act Funds as follows:

- 1) \$302,000 to the Law Enforcement Center HVAC; and
- 2) \$100,000 to Huerfano County Economic Development for a Truck Driving School and Industrial Park

Current Obligations:

Agency/Purpose	Spent	Unspent	Total
Staff Vaccine Incentives	\$42,500	\$0	\$42,500
Fox Theatre Walsenburg - Events	\$50,000	\$0	\$50,000
Sherriff Hazard Pay Bonus	\$68,000	\$0	\$68,000
Countywide Housing Projects	\$0	\$250,000	\$250,000
Gardner Public Improvement District	\$0	\$250,000	\$250,000
Broadband	\$0	\$0	\$0
County Parks and Recreation	\$107,524.15	\$276,637	\$384,161
Cuchara Sanitation and Water District	\$25,000	\$0	\$25,000
Dorcas Circle	\$100,000	\$0	\$100,000
Non-Profits/Community Projects	\$69,000	\$31,000	\$100,000
Huerfano County Tourism Board	\$0	\$20,000	\$20,000
Spanish Peaks Regional Health Center	\$50,000	\$0	\$50,000
Total	\$512,024	\$827,637	\$1,339,661

Obligations if Implemented as Recommended

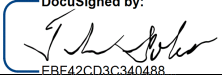
Agency/Purpose	Spent	Unspent	Recommended	Total
<i>Staff Vaccine Incentives</i>	\$42,500	\$0		\$42,500
<i>Fox Theatre Walsenburg - Events</i>	\$50,000	\$0		\$50,000
<i>Sherriff Hazard Pay Bonus</i>	\$68,000	\$0		\$68,000
Countywide Housing Projects	\$0	\$250,000	(\$150,000)	\$100,000
Gardner Public Improvement District	\$0	\$250,000		\$250,000
Broadband	\$0	\$0		\$0
County Parks and Recreation	\$107,524	\$276,637	(\$201,000)	\$183,161
<i>Cuchara Sanitation and Water District</i>	\$25,000	\$0		\$25,000
<i>Dorcas Circle</i>	\$100,000	\$0		\$100,000
<i>Non-Profits/Community Projects</i>	\$69,000	\$31,000	(\$31,000)	\$69,000
Huerfano County Tourism Board	\$0	\$20,000	(\$20,000)	\$0
Spanish Peaks Regional Health Center	\$50,000	\$0		\$50,000
Law Enforcement Center HVAC	\$0	\$0	\$302,000	\$302,000
Industrial Park	\$0	\$0	\$100,000	\$100,000
Total	\$512,024	\$827,637	\$0	\$1,339,661

Line items in italics above have been fully spent. Line items with unspent funds remaining if this recommendation is implemented as recommended are listed below:

Agency/Purpose	Spent	Remaining
Countywide Housing Projects	\$0	\$100,000
Gardner Public Improvement District	\$0	\$250,000
County Parks and Recreation	\$107,524	\$75,637
Spanish Peaks Regional Health Center	\$50,000	\$50,000
Law Enforcement Center HVAC	\$0	\$302,000
Industrial Park	\$0	\$100,000
Total	\$512,024	\$827,637

Background:

An obligation is not an authorization to expend funds. Funds must be obligated by December 31, 2024 and expended by December 31, 2026. Unexpended funds must be returned to the U.S. Department of the Treasury. Funds may be de-obligated and re-obligated before December 31, 2024 without penalty. However, it is possible that after that date de-obligated funds will have to be returned to the Treasury Department.

DocuSigned by:

 EBF42CD3C340488
 Signature of the Chair

Approved

Approved with Changes

Denied