1:30 PM ADMINISTRATIVE SESSION (OPEN)

- DISCUSSION WITH FOREST SERVICE REPRESENTATIVES RELATED TO THE SOUTH PARK PULVER PAVILION AND ROUND MOUNTAIN TRAILHEAD
- DISCUSSION RELATED TO PROMOTION OF THE PARK COUNTY FAIR
- DISCUSSION RELATED TO AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT • SCHNEIDER GEOSPATIAL

The purpose of a work session is to provide for a free and open dialogue. Discussions are not limited to those items being on the agenda. NOTE: This WORK SESSION agenda may be modified with items either being added or deleted. Please check Website "parkco.us" for most updated agendas. If you need further information, please contact the BOCC (Board of County Commissioners) office at 719-836-4201.
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN SCHNEIDER GEOSPATIAL d/b/a qPublic and qPublic.net (“Professional” or “Contractor”) AND THE BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, COLORADO (“Customer” or “County”) (the “Agreement”)

1. The County, by entering into this agreement, does not waive any rights or protections it may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

2. As required by Article X, Section 20 of the Colorado Constitution, any obligation of the County not performed in the current fiscal year shall be subject to annual appropriation of funds by the County’s governing body. Should sufficient funds not be appropriated for the County’s performance in future fiscal years this agreement shall terminate and be of no further force or effect.

3. Notwithstanding any contrary provision in the Agreement, neither party may assign its rights or obligations under this Agreement without the prior, written consent of the other part.

4. This Agreement is intended to be fully integrated.

5. INDEPENDENT CONTRACTOR

CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND, NOTHING HEREIN CONTAINED SHALL CONSTITUTE OR DESIGNATE THE CONTRACTOR OR ANY OF ITS EMPLOYEES OR AGENTS AS EMPLOYEES OR AGENTS OF THE COUNTY. COUNTY IS CONCERNED ONLY WITH THE RESULTS TO BE OBTAINED.

6. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be in the County Court for the County of Park, Colorado.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. There are no other agreements on the same subject than expressly stated or incorporated in this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

8. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.
9. **Agreement Modification.** The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the parties.

10. **Compliance with Law.** Contractor shall perform this Agreement in strict compliance with applicable federal, state, and local laws, rules, statutes, ordinances, and regulations. Contractor shall protect and indemnify County against any claim or liability arising from or based on the violation of any such law, rules, statutes, ordinance, and regulations.

11. **Colorado Open Records.** Contractor acknowledges that County is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201 et seq., and the Contractor agrees that it will fully cooperate with County in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the County shall be considered confidential by the County and to the extent proved in the Open Records Act, and the Contractor agrees that any disclosure of information by the County consistent with the provisions in the Open Records Act shall result in no liability for the County.

12. **Ownership of Instruments of Service.** All plans, drawings, reports, other submittals, and other documents submitted to County by Contractor shall become and are the property of the County, and County may, without restriction, make use of such documents and underlying concepts as it sees fit. The Contractor shall not be liable for any damage which may result from any use by the County or anyone else of such documents for purposes other than those described in this Agreement.

13. **Termination In The Event Of Labor Disputes.** Notwithstanding any other provision contained in this Agreement, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. In the event Contractor fails to continue the performance of the Work without interruption or delay because of such picket or other form of labor dispute, County may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

14. **Illegal Aliens.** Pursuant to §§8-17.5-101, *et seq.*, C.R.S., and incorporating herein the definitions contained in §§ 8-17.5-101, *et seq.*

   (1) **Certification.** Prior to the execution of this Agreement, Contractor shall certify to the County, as attached hereto as Attachment 1, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment’s Employment Verification Program (the “Department Program”), as further described in subsection (6) herein, in order to confirm the employment eligibility of all employees
who are newly hired for employment to perform work under this Agreement.

(2) **Prohibited Acts.** Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall provide the County with all certifications received from subcontractors in which subcontractors certify that said subcontractors do not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(3) **Verification.**

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either E-Verify Program or the Department Program.

b. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

   i. Notify the Subcontractor and the County within three (3) days that Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and

   ii. Terminate the subcontract with the Subcontractor if, within three (3) days of receiving the notice required pursuant to 14(3)c. hereof, the Subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the Subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(4) **Duty to Comply with Investigations.** Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation conducted pursuant to § 8-17.5-102 (5), Colorado Revised Statutes to ensure that Contractor is complying with 14(3)c. of this Agreement.
(5) **Breach.** Any contrary provision of this Agreement notwithstanding, if Contractor violates a provision of this Section 14, the County may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the County. The County shall notify the Colorado office of the Secretary of State if Contractor violates a provision of this Section 14 of this Agreement and the County terminates the Agreement.

(6) **Department Program.** If Contractor participates in the Department Program, in lieu of the E-Verify Program, Contractor shall notify the Department and the County of such participation. Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. Contractor shall provide a written, notarized copy of the affirmation, similar in form as attached hereto as Attachment 2, to the County.

- Contractor certifies that, at the time of executing the Agreement, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the E-Verify Program in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

- Contractor shall not:
  
  1. Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
  
  2. Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

  3. Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program and, if Contractor is not accepted into the E-Verify Program prior to entering into the Agreement, that Contractor shall apply to participate in the E-Verify Program every three months until the Contractor is accepted or the Agreement has been completed, whichever is earlier. This provision shall not be required or effective if the E-Verify Program is discontinued.

- Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
d. If Contractor obtains actual knowledge that a Subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor is required to:

i. Notify Subcontractor and County within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the Subcontractor if within three days of receiving the notice required in Section 14(6)d. above the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. Contractor is required to comply with any reasonable request the Department of Labor and Employment makes in the course of an investigation that the Department of Labor and Employment is undertaking.

f. If Contractor violates any provision pursuant to §§8-17.5-101, et seq., C.R.S., County may terminate the Agreement for a breach of the Agreement and notwithstanding any contrary provision, Contractor shall be liable for actual and consequential damages to County.

Board of County Commissioners of Park County

_____________________________   _______________________
Richard Elsner, Chairman                  Date

Schneider Geospatial, LLC

_____________________________   _______________________
By: ______________________________                  Date
ATTACHMENT 1
NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor does not have any employees]

1. Check and complete one:

☐ I, ________________________________, am a sole proprietor doing business as ________________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Board of County Commissioners of Park County (“County”), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, ________________________________, am the sole owner/member/shareholder of ________________________________, a ________________________________ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the course of my Agreement with the County, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The County must verify this statement by reviewing one of the following items:

▪ A valid Colorado driver's license or a Colorado identification card;
▪ A United States military card or a military dependent's identification card;
▪ A United States Coast Guard Merchant Mariner card;
▪ A Native American tribal document;
▪ In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
▪ Any other documents or combination of documents listed in the County’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the Federal Systematic Alien Verification of Entitlement program, the "SAVE” program, and provide such verification to the County.

_________________________________________  ________________
Signature                                      Date
Contractor Signature                      Date

STATE OF COLORADO  )
COUNTY OF ____________  ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___
 day of ________, 20__, by ______________________ as __________________ of
______________________.

My commission expires:

(SEAL)                                              ____________________________
                      Notary Public
ATTACHMENT 2
DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program]

I, __________________________, as a public contractor under contract with the Board of County Commissioners of Park County (“County”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the County within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

_____________________________  ________________
Contractor Signature  Date

STATE OF COLORADO  )
) ss.
COUNTY OF ________________  )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___

day of __________, 20__, by ______________________ as __________________ of

_______________________________.

My commission expires:

(S E A L)

Notary Public
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between Schneider Geospatial, also doing business as qPublic and qPublic.net, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 (“PROFESSIONAL”) and Park County, Colorado, whose place of business is: 856 Castello Avenue, Fairplay, CO 80440 (“CLIENT”).

1 Services.

PROFESSIONAL shall provide CLIENT with the following services (“Services”):

A. qPublic.net Portal Development

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. This site will include the following:

a. Property ownership, location, valuation, recording, and tax information from CLIENT’s property tax administration system.

b. Detailed residential, commercial, and agricultural land and improvements information from CLIENT’s CAMA real estate system (Harris Realware).

c. Property sales history from CLIENT’s CAMA real estate system (if available).

d. Property sketches (if available and provided by CLIENT in a web-friendly image file format).

e. Property photos (if available and provided by CLIENT in a web-friendly image file format).

f. Esri compatible vector and raster spatial data from CLIENT’s existing GIS data sources.

g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.

h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.

i. Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.

j. PROFESSIONAL will provide an automated routine to transfer data from CLIENT’s local computer data sources to PROFESSIONAL’s servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

k. Additional components elected by CLIENT:

i. **Comparable Search**

   PROFESSIONAL will add the Comparable Search Add-On feature to CLIENT’s qPublic.net website. This feature will include modules that allow users to search for comparable properties based on data from the CLIENT’s existing real estate property and sales records.

ii. **Comparable Search Results Export**

   PROFESSIONAL will provide implementation services to deploy the qPublic.net Comparable Search Data Export module to CLIENT’s existing qPublic.net website. This module will allow users to download a digital copy of the Comparable Search Results data in Microsoft Excel compatible .xls or .csv file formats. Contents of the data export file will include the same data columns and records as are displayed on the CLIENT’s qPublic.net site’s Comp Results tab following the user’s Comparable search.

iii. **Mailing Labels Generator**

   Creates mailing list from the parcel search results list on the CLIENT’s qPublic.net website. Allows mailing lists to be generated as mail merge compatible files: .csv, .tab, or .xml; or as a PDF that is pre-formatted for Avery 5160 label sheets. Includes user instructions for generating the mail merge files.
iv. **Sales Search**
   1) PROFESSIONAL will add the Sales Search and Sales List pages to CLIENT’s existing qPublic.net website.
      a) Sales Search allows the user to search CLIENT’s parcel sales records, based on the following criteria:
         i) Sale Date Range
         ii) Sale Price
         iii) Square Footage
         iv) Acreage
         v) Year Built
         vi) Sale Type
         vii) Price per Sq. Ft.
         viii) Property Type
   b) Sales List allows the user to choose a month from the current year, or two previous years and qPublic.net will generate a list of all sales records from that month.
   c) Users may then download the results of Sales Search or Sales List to an Excel (.xls) or Comma Separated Values (.csv) file.

2) PROFESSIONAL will add the Recent Sales in Area module to Parcel Report pages on CLIENT’s existing qPublic.net website.
   a) Recent Sales in Area module will allow a user to search for recent sales relative to the location of a selected parcel, based on the following criteria.
      i) User defined sales date range
      ii) User defined distance from selected parcel
      iii) Sales in the same parcel group as the selected parcel (based on parcel number)
      iv) Sales in the same neighborhood as the selected parcel (based on neighborhood information in CLIENT’s source CAMA system).

*Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.*

### 2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

**A. Product/Service**

a. **One-time Setup Cost:** $5,000

   Setup items:
   
<table>
<thead>
<tr>
<th>Setup item</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core Setup</td>
<td></td>
</tr>
<tr>
<td>Comparable Search Results Export</td>
<td></td>
</tr>
<tr>
<td>Mailing Labels Generator</td>
<td></td>
</tr>
<tr>
<td>Sales Search Tools</td>
<td></td>
</tr>
</tbody>
</table>

   Subtotal: $14,040

   Discount: $9,040

   Total: $5,000

b. **Annual Hosting:** $9,000

   Hosting items:
   
<table>
<thead>
<tr>
<th>Hosting item</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core Hosting</td>
<td></td>
</tr>
<tr>
<td>Map (Esri)</td>
<td></td>
</tr>
<tr>
<td>Comparable Search</td>
<td></td>
</tr>
</tbody>
</table>

   This phase includes connections to CLIENT’s CAMA and tax databases.
B. Payment Schedule

<table>
<thead>
<tr>
<th>Year</th>
<th>Start Date – End Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>September 1, 2020 – December 31, 2020:</td>
<td>$8,000</td>
</tr>
<tr>
<td></td>
<td>(Setup: $5,000, Hosting: $3,000-prorated)</td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td>January 1, 2021 – December 31, 2021:</td>
<td>$9,000</td>
</tr>
<tr>
<td>Year 3</td>
<td>January 1, 2022 – December 31, 2022:</td>
<td>$9,000</td>
</tr>
<tr>
<td>Year 4</td>
<td>January 1, 2023 – December 31, 2023:</td>
<td>$9,000</td>
</tr>
</tbody>
</table>

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney’s fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party’s rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at [http://schneiderGIS.com/termsofservice/](http://schneiderGIS.com/termsofservice/). By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12-month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon 15 days’ written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

6 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

7 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

8 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through August 1, 2020.

PROFESSIONAL:
Schneider Geospatial, LLC

By: ________________________________
Print: Jeff Corns, GISP
Title: President
Date: ________________________________

CLIENT:
Park County, Colorado

By: ________________________________
Print: ________________________________
Title: ________________________________
Date: ________________________________