

PUBLIC CONTRACT FOR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of **JANUARY 2024**, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), **THE EXECUTIVE BOARD OF THE ROCKY MOUNTAIN HIGH INTENSITY DRUG TRAFFICKING AREA (RMHIDTA)**, and **PENNY SEDAM** (the “Contractor”).

RECITALS

WHEREAS, the County is undertaking certain activities as a participant in the RMHIDTA, and is the recipient of monies from the Executive Office of the President, Office of National Drug Control Policy (ONDCP), High Intensity Drug Trafficking Area (HIDTA); and

WHEREAS, a portion of these monies is designated for the compensation of a **Financial Manager** for RMHIDTA, and with the County’s assistance, the Executive Board of the RMHIDTA desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings; and

WHEREAS, the Contractor has the ability to assist RMHIDTA through their professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth; and

WHEREAS, the County is agreeable to pay the amount of money described herein to the Contractor on behalf of RMHIDTA merely as an administrative act so that RMHIDTA may receive the administrative service it desires and needs; and

WHEREAS, all parties agree that the County is in no way an employer of the Contractor, but nonetheless will assist in the administration of this Agreement by providing agreed upon financial remuneration and related tax records;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Keith Weis, Executive Director of RMHIDTA (the HIDTA “Authorized Representative”), and **Director of Finance Andrew Copland** (County “Authorized Representative”) are designated respectively as each entity’s “Authorized Representative” for the purpose of administering, coordinating and approving all matters pursuant to this Agreement.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.

RMHIDTA may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Agreement upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Agreement, the County agrees to pay to the Contractor, on behalf of RMHIDTA, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT LIABILITY: Any other provisions of this Agreement notwithstanding, in no event shall the County be liable for payment under this Agreement for any amount in excess of **One Hundred Sixty-Seven Thousand Six Hundred Sixty-Eight Dollars (\$167,668.00)**. The County is not under obligation to make any future apportionment or allocation to this Agreement.

5. TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on **JANUARY 1, 2025** and terminate at 12:00 a.m. on **DECEMBER 31, 2025**. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6 USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS. Contractor agrees to comply with the County's and the policies of the Executive Committee of the RMHIDTA concerning the use, possession, or sale of alcohol or drugs.

7. CONFLICT OF INTEREST: The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

8. INDEMNIFICATION: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or

nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

9. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Contractor to perform work under this Agreement shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. ILLEGAL ALIENS: If Contractor has any employees or subcontractors, the Contractor shall comply with §§ 8-17.5-101, *et seq.*, C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Agreement. By execution of this Agreement, the Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Contractor shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- (ii) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. The 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 the E-Verify Program or Department Program.

C. The Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

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

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

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

E. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.

F. If the Contractor violates this provision of this Agreement, the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if the Contractor violates this provision of this Agreement and the County terminates the Agreement for such breach.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

12. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the RMHIDTA's Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the RMHIDTA's Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Contractor hereunder.

13. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, it will make full disclosure to the County and/or RMHIDTA and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Agreement for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.

14. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Agreement shall be the property of the RMHIDTA.

15. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

16. TERMINATION: The County shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall remain RMHIDTA Executive Board's property. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the RMHIDTA for damages sustained by the RMHIDTA by virtue of any breach of the Agreement by the Contractor.

17. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

to the County:	Douglas County 100 3 rd Street Castle Rock, CO 80104 303-660-7430
to RMHIDTA:	RMHIDTA 369 Inverness Parkway Suite 300 Englewood, CO 80112 303-671-2180
and by the County to:	Penny Sedam 369 Inverness Parkway Suite 300 Englewood, CO 80112 303-482-7107

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time

designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

19. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, and State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

21. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

22. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Agreement, Sections 1 through 27
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

26. INSURANCE: There are no insurance requirements.

27. COUNTY EXECUTION OF AGREEMENT: This Agreement is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the above date.

PENNY SEDAM

BY: Penny Sedam

Printed Name: Penny Sedam

Title: Financial Manager

DATE: 11/21/24

ATTEST: (if a corporation)

Title: _____

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Douglas)

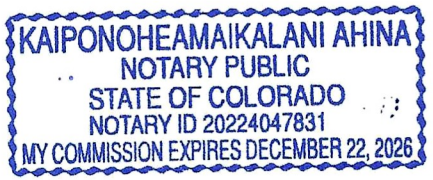
ss.

The foregoing instrument was acknowledged before me this 21 day of November, ~~2023~~ 2024 by Penny Sedam.

Witness my hand and official seal

Khalin
Notary Public

My commission expires: 12/22/2026



**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

BY: _____
Chair

ATTEST:

CLERK TO THE BOARD

DATE: _____

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL FORM:

DOUGLAS J. DEBORD
County Manager

KELLY DUNNAWAY
Deputy County Attorney

RMHIDTA:

APPROVED AS TO FISCAL CONTENT:



KEITH WEIS
Executive Director

ANDREW COPLAND
Director of Finance

Date: 11-21-2024

Date: _____

Exhibit A
SCOPE OF SERVICES
Financial Manager

Contractor hereby agrees to and accepts responsibility to perform the following services.

- A. Provide professional services as the Financial Manager for the RMHIDTA and be responsible to the RMHIDTA Regional Director.
- B. Support the Regional Director with the collection, review and negotiation of budgets from all participating RMHIDTA members. Upon mutual agreement, integrate initiative proposals and corresponding budgets into an annual plan in accordance with ONDCP annual guidance. Assist with the presentation of the recommended annual plan to the RMHIDTA Executive Board for review, modification, and approval. Forward the approved annual plan and funding application to the Executive Board for review and approval prior to submission to ONDCP. Comply with all application and reporting requirements associated with HIDTA funds.
- C. Recommend budgetary, accounting, fiscal management, and automation policies, procedures, and systems necessary to develop the annual plan, to support HIDTA initiatives, to capture applicable and analyze law enforcement statistics, to conform to funding and governmental accounting requirements, and to follow sound financial management practices.
- D. Conduct periodic financial and procedures reviews of agencies receiving RMHIDTA funding to monitor financial progress and ensure compliance with the annual RMHIDTA Plan, HIDTA reporting requirements, and governmental accounting.
- E. Prepare timely financial reports and variance analyses and recommend corrective actions.
- F. Review, analyze, and provide recommendations on request from participating agencies for reprogramming and funding allocations.
- G. Serve as fiscal liaison between RMHIDTA, participating agencies, and the ONDCP Financial Manager.
- H. Manage the RMHIDTA center office as the assistant to the Director and supervise the clerical staff.
- I. Coordinate matters with the RMHIDTA Fiscal Administrator and the Budget Manager from Douglas County Sheriff's Office.
- J. Perform other duties as directed by the RMHIDTA Regional Director.

Exhibit B
METHOD OF PAYMENT

The County will compensate Contractor for services on a monthly basis in accordance with the compensation set out in Exhibit B, attached hereto and incorporated herein, subject to the availability of appropriated funds within the annual budget. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid for all services rendered exceed the compensation set out on Exhibit B. Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act (FUTA), or other taxes owed on compensation paid under this Agreement.

Compensation for the performance of services detailed in Exhibit A, *Scope of Services*, shall be **(\$167,668)** payable as follows: \$13,972.33 monthly for each month January through November and \$13,972.37 for the month of December. Contractor shall provide at its expense any medical insurance, retirement plan contributions, or other benefits that Contractor may choose.

Exhibit C
INSURANCE REQUIREMENTS

No Insurance Required

Approved by: _____
Megan Datwyler
Risk Manager