



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, December 7, 2021 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the November 30, 2021 meeting.

Acknowledge receipt of the Veteran's Service Officer's Report and Certification of Pay form for the month of November, 2021.

Acknowledge receipt of the Landfill Supervisor's report for the month of November, 2021.

Acknowledge receipt of the Sheriff's Fee report for the month of November, 2021.

Unfinished Business
New Business

Consideration of the approval of Resolution 2021-47 regarding the establishment of an Emergency Reserve in Fiscal Year 2021 in compliance with Amendment One (Tabor) and transferring appropriated funds between funds.

Consideration of the approval of Resolution 2021-48 regarding the establishment of an Emergency Reserve in Fiscal Year 2021 for Logan County Pest Control District in compliance with Amendment One (Tabor) and transferring appropriated funds between funds.

Consideration of the approval of Resolution 2021-50 for a Supplemental Budget for the following: Sheriff Department, Clerk and Recorder, Planning and Zoning Department OEM Department, General Fund and Fair Fund totaling \$2,768,989.42 from unanticipated revenues or fund balance.

Consideration of the approval of a Product and Services Agreement between Logan County and Aspen Leaf Networks, LLC for conversion of an existing PRI T-1 to SIP trunks over existing internet for the Logan County Courthouse, 315 Main Street, Sterling, Colorado.

Consideration of the approval of a Product and Services Agreement between Logan County and Aspen Leaf Networks, LLC for conversion of an existing PRI T-1 to SIP trunks over existing internet for the Logan County Dept. of Human Services, 508 S. 10th Ave., Sterling, Colorado.

Consideration of the approval of a contract between Logan County and Diamond B Design Build Corp. for construction management services for phase 2 of the Courthouse Annex building renovation.

Acceptance of a half million dollar donation from the Allen and Judy Mitchek Memorial Fund dedicated to an addition or improvements of the Logan County Events Center.

Consideration of the approval of a contract between Logan County and Complete Technology Solutions, LLC for Onsite and/or Remote Technical Support for comprehensive technical computer, server and network support of in-house and remote servers along with cloud email storage.

Other Business
Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, December 14, 2021.

Executive Session as Needed
Adjournment

November 30, 2021

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Byron H. Pelton	Chairman - Absent
Jane E. Bauder	Commissioner
Joseph A. McBride	Commissioner

Also present:

Alan Samber	Logan County Attorney
Rachelle Stebakken	Deputy Logan County Clerk & Recorder
Rob Quint	Logan County Planning and Zoning
Jerry Casebolt	Logan County Emergency Manager
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Debbie Unrein	Logan County Finance
Tom Kiel	
Mark Bauder	Resolution 2021-49
Jeff Rice	Journal Advocate

Vice Chairman Bauder called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

Vice Chairman Bauder asked if there were any revisions for the agenda. Hearing none, Vice Chairman Bauder continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the November 16, 2021 meeting.
- Acknowledge receipt of the Clerk and Recorder's report for the month of October, 2021.
- Appointment of the following members to the Logan County Fair Board:
 - Emily Parry as the Horse Events Coordinator – 3-year term.
 - Colby Walker as the Youth Rodeo Coordinator – 3-year term.
- The Board will ratify the approval of a Subscription Services Agreement between Logan County Fair and Saffire for proprietary ticketing software and other related services with respect to Logan County Fair ticketing needs.

Commissioner McBride moved to approve the Consent Agenda. Commissioner Bauder seconded and the motion carried 2-0.

Vice Chairman Bauder continued with Unfinished Business:

Commissioner McBride moved to award the IT RFP for Onsite and/or Remote Technical Support for comprehensive technical computer, server and network support of in-house and remote servers along with cloud email storage to Complete Technology Solutions LLC in the amount of \$6,401.00 per month. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to award the proposal for lawn mowing and lawn maintenance services at the Courthouse Square, Justice Center, and Heritage Center to Dave Hutt. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner Bauder moved to postpone indefinitely the second reading on Ordinance No. 2021-1: An ordinance requiring engine brake mufflers within the county and providing for enforcement procedures. Commissioner McBride seconded and the motion carried 2-0.

Commissioner McBride moved to amend the lawn mowing and lawn maintenance proposal to award the proposal for lawn mowing and lawn maintenance services at the Courthouse Square, Justice Center, and Heritage Center to Dave's Mowing and Maintenance in the amount of \$350 weekly. Commissioner Bauder seconded and the motion carried 2-0.

Vice Chairman Bauder continued with New Business:

Commissioner McBride moved to approve Resolution 2021-47 regarding the establishment of Emergency Reserve in Fiscal Year 2021 in compliance with Amendment One (Tabor) and transferring appropriated funds between funds. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-48 regarding the establishment of Emergency Reserve in Fiscal Year 2021 for Logan County Pest Control District in compliance with Amendment One (Tabor) and transferring appropriated funds between funds. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-49 approving the final plat for the Bauder Minor Subdivision located in the southeast quarter (SE1/4) of Section 3, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit No. 2021-23 for use of the County Right of Way along County Road 72 for electrical distribution lines. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Robert Lingreen and issuance of Right of Way Permit No. 2021-24 for use of the County Right of Way across County Road 31 for a water and electrical line. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Millig Design Build for the completion of a county building energy performance audit and allow the Vice Chairman to sign. Commissioner Bauder seconded and the motion carried 2-0.

Other Business

The next meeting will be scheduled for Tuesday, December 7, 2021, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:40 a.m.

Submitted by:

Rachelle Stetler
Deputy Logan County Clerk

Approved: December 7, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jane Bauder, Vice Chairman

Attest:

Logan County Clerk & Recorder



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of Logan Month of Nov. 2021

Telephone Calls	<u>96</u>	from vets: 41 about vets: 12 to vets: 37 professional: 06
Appointments	<u>34</u>	office: 24 meetings: 12 home: 10 trainings: 06
Outreach	<u>00</u>	
Total Served	<u>130</u>	

Surveys Submitted	<u>10</u>	
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Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

- ☒ 34 hours per week or fewer
☐ 35 hours per week or more

For the month of November, 2021 from Logan county.

[Signature]
Signature of County Veterans Service Officer

12/01/2021
Date

Certifications by County Commissioner or Designee

- ☐ In accordance with CRS 28-5-802, I hereby certify the appointment of our county veterans service officer.
☐ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

County Commissioner or Designee of

County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month to:

*Colorado Division of Veterans Affairs
cdvainfo@dmva.state.co.us*

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR NOVEMBER 2021		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	513.91	@ \$23.17	\$11,907.29
City of Sterling Dump Trucks	CL	280.51	@ \$23.17	\$6,499.42
General Public		36.30	@ \$23.17	\$841.07
Commercial (Packers & Roll Offs)	C	828.08	@ \$23.17	\$19,186.61
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$36.17	\$0.00
Industrial Waste	All other ID	448.52	@ \$36.17	\$16,222.97
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	104.56	@ \$46.34	\$4,845.31
Industrial Waste Out of County	IDOC	4.43	@ \$72.34	\$320.47
Rural Free Certificates	NC	60.56	NC	
All County Vehicles	NCC	34.05	NC	
TOTAL TONS		2310.92		
\$10.00 MINIMUM DIFFERENTIAL				\$428.77
\$20.00 MINIMUM DIFFERENTIAL				\$29.37
E-Waste Recycling		29		\$169.00
E-Waste Recycling	NCEW		NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires/Metal/Wood		10.89		
Car Tires (CHG)		61	@ \$5.00	\$305.00
Truck Tires (CHG)		2	@ \$8.00	\$16.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		5	NC	
Appliances (CHG)		5	@ \$5.00	\$25.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$189.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		775		
TOTAL OC & IDOC				\$5,195.15
TOTAL IN COUNTY				\$55,601.13
GRAND TOTAL				\$60,796.28

SIGNED BY:

DATE:

[Signature]
12/1/2021

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Nov-21	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	186.47	619.14	\$4,737.95
CHARGE	1330.03	2647.88	\$37,484.89
CITY OF STERLING	794.42	1595.6	\$18,573.44
TOTAL	2310.92	\$4,862.62	\$60,796.28
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)			
RECYCLED METAL (BOHM)			
RECYCLED TIRES	10.89		
RECYCLED WOOD			
GRAND TOTAL TNS	2321.81		

SIGNED BY: *Apfelwensen*
DATE: 12/1/2021

RESOLUTION

No. 2021-47

RE: ESTABLISHMENT OF EMERGENCY RESERVE IN FISCAL YEAR 2021 IN COMPLIANCE WITH AMENDMENT ONE (TABOR) AND TRANSFERRING APPROPRIATED FUNDS BETWEEN FUNDS

WHEREAS, the Board of County Commissioners of Logan County, Colorado, pursuant to Colorado statute is vested with the authority of administering the affairs of Logan County, Colorado; and

WHEREAS, State Constitutional Amendment One (Tabor), passed November 3, 1992, provides for the establishment of a required Emergency Reserve; and

WHEREAS, staff has recommended that an Emergency Reserve be established in fiscal year 2021 in the amount of \$672,000; and

WHEREAS, Logan County has, in previous years, appropriated and set aside at total of \$657,000 in the General Fund; and

WHEREAS, an additional \$15,000 must be set aside to make the recommended reserve.

NOW, THEREFORE, BE IT RESOLVED by the Board of Logan County Commissioners of Logan County, Colorado, that the additional amount of \$15,000 be added to the Emergency Reserve, as provided for under Amendment One (Tabor). These reserve funds have been set aside in the General Fund;

NOW, THEREFORE BE IT FURTHER RESOLVED, that the sum of \$15,000 be transferred from the Logan County General Fund to the Logan County Contingency Fund as allowed by C.R.S. 29-1-109.

Adopted this 7th day of December, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LOGAN AND
STATE OF COLORADO**

(Aye) (Nay)
Byron H. Pelton, Chairman

(Aye) (Nay)
Joseph A. McBride

(Aye) (Nay)
Jane E. Bauder

I, Pamela M. Bacon, the County Clerk and Recorder in and for the County of Logan, State of Colorado do hereby certify that the foregoing resolution was adopted by the Board of County Commissioners of the County of Logan, State of Colorado, in its regular session assembled this 7th day of December, 2021.

County Clerk and Recorder

RESOLUTION

No. 2021-48

RE: ESTABLISHMENT OF EMERGENCY RESERVE FOR LOGAN COUNTY PEST CONTROL DISTRICT IN FISCAL YEAR 2021 IN COMPLIANCE WITH AMENDMENT ONE (TABOR) AND TRANSFERRING APPROPRIATED FUNDS BETWEEN FUNDS

WHEREAS, the Board of County Commissioners of Logan County, Colorado, pursuant to Colorado statute is vested with the authority of administering the affairs of Logan County Pest Control District; and

WHEREAS, State Constitutional Amendment One (Tabor), passed November 3, 1992, provides for the establishment of a required Emergency Reserve; and

WHEREAS, staff has recommended that an Emergency Reserve be established in fiscal year 2021 in the amount of \$7,000; and

WHEREAS, Logan County Pest Control District has, in previous years, appropriated and set aside at total of \$6,600 in the Logan County Pest Control District Fund; and

WHEREAS, an additional \$400 must be set aside to make the recommended reserve.

NOW, THEREFORE, BE IT RESOLVED by the Board of Logan County Commissioners of Logan County, Colorado, that the additional amount of \$400 be added to the Emergency Reserve, as provided for under Amendment One (Tabor). These reserve funds have been set aside in the Logan County Pest Control District Fund;

Adopted this 7th day of December, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LOGAN AND
STATE OF COLORADO**

(Aye) (Nay)
Byron H. Pelton, Chairman

(Aye) (Nay)
Joseph A. McBride

(Aye) (Nay)
Jane E. Bauder

I, Pamela M. Bacon, the County Clerk and Recorder in and for the County of Logan, State of Colorado do hereby certify that the foregoing resolution was adopted by the Board of County Commissioners of the County of Logan, State of Colorado, in its regular session assembled this 7th day of December, 2021.

County Clerk and Recorder

RESOLUTION

No. 2021-50

WHEREAS, during the 2021 calendar year, Logan County, Colorado received revenue which was not assured at the time of the adoption of the 2021 budget in 2020; and

WHEREAS, pursuant to Section 29-1-109, C.R.S., the County may, by resolution, authorize the expenditure of said unanticipated revenue by supplemental budget and appropriation; and

WHEREAS, a public meeting was held pursuant to 29-1-106, C.R.S. at the Logan County Courthouse, 315 Main Street, Sterling, CO 80751, on the 7th day of December at 9:30 a.m., and it is the decision of the Board of County Commissioners that certain budgets should be supplemented.

NOW, THEREFORE, BE IT RESOLVED that revenue received by Logan County in the sum of \$2,768,989.42 is appropriated from unanticipated revenues or fund balance to supplement the 2021 budget as follows:

GENERAL FUND

Sheriff's Department

\$	9,500	State Grant - Police Officer Safety Training
\$	1,300	US Marshalls reimburse card printer
\$	6,939	Logan County Fair OT reimbursement
\$	600	CRT revenue misc.

CLERK AND RECORDER

\$	19,934	State Grant - ERT LEDS Grant balance rolled forward from 2020
\$	1,564.42	State Grant - ERTB Grant Clerk equipment

PLANNING AND ZONING

\$	4,590	Private Donation - Zoning Maps Layer Development
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OEM

\$	16,290	CO Rural Health Center - 12 SRMC radios
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GENERAL FUND

\$	2,176,343	US Treasury American Recovery Plan Act Local Fiscal Recovery Funds
\$	350,000	State Grant - Buffalo School District GOCO Grant
\$	136,259	State Grant - Colorado Small Business Grants

FAIR FUND

\$	45,670	State Grant - Colorado Ag Event Stimulus
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\$2,768,989.42	TOTAL UNANTICIPATED REVENUES & FUND BALANCE TRANSFER
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TRANSFERRED FROM GENERAL FUND TO:

Road and Bridge Fund	\$ 134,951.13 ARPA Premium Pay*
Solid Waste Fund	\$ 18,413.68 ARPA Premium Pay*
Fair Fund	\$ 3,252.45 ARPA Premium Pay*
Pest Control District Fund	\$ 3,389.37 ARPA Premium Pay*
Department of Human Services	\$ 162,548.51 ARPA Premium Pay*

*Included in General Fund Total

Signed this 7th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

Joseph A. McBride

Jane E. Bauder

I, Pamela M. Bacon, the County Clerk and Recorder in and for the County of Logan, State of Colorado do hereby certify that the foregoing resolution was adopted by the Board of County Commissioners of the County of Logan, State of Colorado, in its regular session assembled this 7th day of December, 2021.

County Clerk and Recorder



160 Inverness Drive West, Suite 100, Englewood, CO 80112
Customer Service: 303-867-6230

PRODUCT & SERVICES AGREEMENT

This Product and Services Agreement (“Agreement”) is made between Aspen Leaf Networks, LLC on behalf of itself and its affiliates (collectively referred to herein as “Aspen Leaf Networks” or “ALN”), with offices at 160 Inverness Drive West, Suite 100, Englewood, CO 80112 and “Customer” as identified below, and is effective as of the date this agreement is executed by Aspen Leaf Networks, LLC (the “Effective Date”).

This document shall be construed as an offer to provide products and or services and shall not constitute a contract unless and until executed by ALN and Customer. The term of the Agreement shall begin when Customer’s service is activated, and billing commences. ALN may cancel any negotiations herein in the event this Agreement is not executed by Customer and delivered to ALN on or before December 15, 2021.

<p>Service Address Information</p> <p>Customer Business Name: Logan County</p> <p>Service Address 1: 315 Main Street City: Sterling State: CO Zip: 80751</p> <p>Service Contact Name: Debbie Unrein Phone Number: 970-522-0888 x 256 Service Fax Number: Service E-mail Address: unreind@logancountyco.gov</p> <p>Federal EIN or SSN:</p> <p>Nonprofit YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If yes, please provide tax exempt certificate</p>	<p>Billing Address Information</p> <p>Billing Address 1: 315 Main Street City: Sterling State: CO Zip: 80751</p> <p>Billing Contact Name: Debbie Unrein Billing Phone Number: 970-522-0880 Billing Fax Number: 970-526-5380 Billing E-mail Address: unreind@logancountyco.gov</p>																		
<p>Products Purchased/Pricing:</p> <table> <tr> <td>SIP Trunk delivery over</td> <td></td> </tr> <tr> <td>Customer’s existing internet</td> <td>\$345.00 / MO</td> </tr> <tr> <td>1 Block of DID Numbers</td> <td>\$ 3.00 / MO</td> </tr> <tr> <td>10 NHN Numbers</td> <td>INCLUDED</td> </tr> <tr> <td>5 CALC Charges</td> <td>INCLUDED</td> </tr> <tr> <td>3 Additional Listings</td> <td>\$ 15.00 / MO</td> </tr> <tr> <td>Account Codes</td> <td>INCLUDED</td> </tr> <tr> <td>1700 Minutes per Mo of</td> <td>\$ 42.50/ MO</td> </tr> <tr> <td>Domestic Long Distance</td> <td></td> </tr> </table> <p>Total Monthly Payment: \$469.50</p> <p>Total Installation Charge: \$0.00</p>	SIP Trunk delivery over		Customer’s existing internet	\$345.00 / MO	1 Block of DID Numbers	\$ 3.00 / MO	10 NHN Numbers	INCLUDED	5 CALC Charges	INCLUDED	3 Additional Listings	\$ 15.00 / MO	Account Codes	INCLUDED	1700 Minutes per Mo of	\$ 42.50/ MO	Domestic Long Distance		<p>Telecom Installation NCN <input type="checkbox"/> Other Vendor <input type="checkbox"/></p> <p>Data Installation NCN <input type="checkbox"/> Other Vendor <input type="checkbox"/></p> <p>E-Mail Hosting Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Website Hosting Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Efax Service Qty:</p> <p>Voice Mail Box Qty:</p> <p>Additional IP Addresses Qty:</p>
SIP Trunk delivery over																			
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Domestic Long Distance																			



160 Inverness Drive West, Suite 100, Englewood, CO 80112
Customer Service: 303-867-6230

<p>Term of Contract: 36 Months</p> <p>Sales Associate: Joe Young and Steve Shriver</p> <p>Special Instructions:</p> <ol style="list-style-type: none">1. This is a conversion of an existing PRI T-1 from Aspen Leaf Networks to SIP trunks over customer's internet.2. The payment of Logan County obligations in fiscal years subsequent to the current year is contingent upon funds for this agreement being appropriated and budgeted. If funds for this agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this agreement, this agreement shall terminate. Logan County's fiscal year is currently the calendar year.	
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160 Inverness Drive West, Suite 100, Englewood, CO 80112
Customer Service: 303-867-6230

TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** References in this Agreement to ALN include any operating subsidiaries. The services or some portions thereof are subject to Federal and/or State tariffs and as such this Agreement incorporates by reference (as if fully stated herein) the terms, conditions and other provisions of such tariffs, price lists and similar documents (including limitation of liability provisions) as they may be amended from time to time. This Product Services Agreement and the required addenda and Schedules A, B, and C establishes the terms and conditions upon which ALN agrees to provide the services to Customer. This Agreement sets forth the entire understanding between the parties and supersedes any prior or contemporaneous oral or written representations, offers or proposals made by ALN or its representatives. This Agreement also governs any additional services or changes Customer may order or request during the term of this Agreement.
2. **CUSTOMER DEPOSIT; PROVISION AND BILLING OF SERVICE.** At its sole discretion, ALN may at any time request a Customer Deposit prior to activation or during the provisioning of services. Such Customer Deposit will be refunded to Customer upon the expiration of this Agreement and settlement of all amounts due ALN. Services are generally billed on a monthly basis for a minimum period of one month. Usage charges and usage shortfall charges for services are billed in arrears. Most monthly recurring and non-recurring charges are billed in advance. Billed charges include applicable taxes and tax-related surcharges. By signing this Agreement you agree to allow ALN to do a credit check on your company.
3. **PAYMENT.** Full payment of any invoice is due within 30 days of invoice date. A monthly late payment fee of 1.5% (or lower if required by law) may be assessed for amounts unpaid commencing 30 days after receipt of invoice. Customer shall provide ALN with written notice within 60 days of any disputed charges appearing on the invoice.
4. **PRICING DISCOUNTS.** Any discounts on services are based upon the pricing set forth in the attached Service Schedules.
5. **MINIMUM MONTHLY REVENUE COMMITMENT.** Customer's minimum monthly revenue commitment is calculated on gross charges for actual services and includes monthly recurring charges, interstate, intrastate, international, inbound, outbound, switched, dedicated and calling card usage. The minimum monthly revenue commitment calculation excludes all other charges, including without limitation, government assessments, directory/operator assistance calls, and non-recurring charges. During the term of this Agreement, Customer shall be assessed a shortfall charge under the following circumstances: if, at the end of any month during the term of the Agreement, Customer fails to meet or exceed its minimum monthly revenue commitment as set forth herein, Customer shall be invoiced and be required to pay the difference.
6. **CUSTOMER SATISFACTION GUARANTEE.** Subject to the conditions listed below, if ALN is in material breach of its obligations regarding network quality or sales and service support, ALN will upon the Customer's written request, terminate this Agreement without liability for the early termination fee and make reimbursement to Customer for any change-over charges (up to a maximum of \$100) incurred by Customer in switching to ALN's service and in returning to Customer's previous carrier. Customer must satisfy the following conditions under this guarantee:
 - (1) ALN must receive written notice of the alleged material breach;
 - (2) The problem must be attributable to facilities or causes within ALN's reasonable control;
 - (3) ALN must be unable to cure the material breach to Customer's reasonable satisfaction within 15 days after receipt of the written notice;
 - (4) Customer's account must be current (i.e., no balance older than 30 days); and
 - (5) The reimbursement for change-over charges only applies if ALN receives the written notice within the first 90 days of service. ALN must receive a copy of the previous carrier's bill showing the change-over charges.



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7. **CREDIT FOR INTERRUPTION OF SERVICE.** If ALN determines in its sole discretion that service was interrupted for the cumulative duration of one (1) hour during a calendar month, for each effected T-1 service, the Customer is eligible to receive one (1) day credit multiplied for each full cumulative hour for the month in which service interruption occurred. Customer shall request a credit within 60 days of service interruption. The total credits applied to Customer's account shall not exceed fifteen (15) days in a calendar month. For purposes of calculating service credits, one (1) day credit is equal to 1/30 of the monthly recurring charge (MRC) for the effected service. No credit will be applied if the interruption is caused by (i) the negligence of the Customer; (ii) the failure of facilities of equipment provided by Customer or third party; (iii) ALN's inability to gain access to Customer's equipment and facilities; (iv) Customer's failure to release the service, when requested by ALN, to perform testing and maintenance; (v) an Event of Force Majeure as defined in Section 15.4; (vi) outages or service interruptions due to Customer premise failures; (vii) scheduled network maintenance; or (viii) emergency network maintenance. Customer understands that their accounts must not be delinquent and be in full compliance with the terms and conditions of this Agreement in order to receive service credits.

8. **NETWORK PERFORMANCE.** In the event Customer utilizes ALN provided T-1 services (dedicated, point-to-point or point-to-multipoint service connecting two (2) or more Customer designated ALN on-net locations) availability of service will be maintained at a minimum availability per month of 99.9% for an unprotected service and 99.95% for a protected service. Protected service shall be defined as a service that has network side electronics protection and a physical path which is diverse. Unprotected service is defined as service that has no electronics protection and is delivered on a linear path. Additionally, any service, which is routed through the Aggregation Node (i.e. point to multi point service), shall be considered Unprotected.

8.1 Mean Time to Restore ("MTTR"). MTTR shall be defined as the average time to restore a service outage, except for a service outage caused by an Event of Force Majeure, in a one-month period. ALN will use best efforts to ensure that MTTR does not exceed two (2) hours, excluding outages due to cable failures.

8.2 Cable Restoration. In the event of a service interruption that is due to cable failure, ALN shall use best efforts to begin cable restoration within two (2) hours after the faulty cable is identified. The cable shall be restored and the interruption shall be eliminated no later than eight (8) hours after failure.

9. **DEMARCATON POINT.** Demarcation Point shall mean the point of interconnection between the local exchange carrier's facilities and the wiring and equipment at Customer's premises. Customer is responsible for completing all telecommunications wiring, including any and all costs associated therewith, from the Demarcation Point to Customer's equipment.

10. **TELECOMMUNICATIONS FACILITIES.** Services may, at ALN's sole option, be provided via telecommunications facilities owned by ALN, via telecommunications facilities leased from one or more other telecommunications carriers or via a combination of the foregoing, provided ALN's ability to provide such services is not materially impaired. Without limiting the generality of the foregoing, Customer authorizes ALN to convert services being provided solely through the facilities of one or more other carriers (i.e., resale services) to services being provided in whole or in part over ALN facilities (i.e., facilities-based services).

11. **NETWORK MAINTENANCE.** Planned network maintenance will be performed with no less than seven (7) calendar days notice given to Customer prior to maintenance. Emergency network maintenance will be performed as necessary and ALN will use best efforts to notify Customer where reasonable.

12. **RELIATONE 4.** Rental agreement; at the end of the stipulated contract expiration, ALN will refresh the hardware, software and provide any upgrade as deemed necessary by ALN.

13. **TERM AND TERMINATION.**



160 Inverness Drive West, Suite 100, Englewood, CO 80112
Customer Service: 303-867-6230

13.1 This Agreement shall be effective when signed by Customer and an authorized ALN representative (the "Effective Date"). The term of this Agreement shall begin upon the notification and delivery of service, which is the date when the service(s) are provided to the customer and billing will commence, and continue for the duration of the term as set forth in this Agreement ("Original Term"). Upon expiration of the Original Term, the Customer may (i) renew the contract under the same price structure, terms and conditions or (ii) continue on a month-to-month basis under the current price structure which is 20% higher than the 36-month contract price (either a "Renewal Term"). Should either party decide not to enter into a Renewal Term, the party making such determination must provide at least 30 days advance written notice of its intent to terminate this Agreement.

13.2 Cancellation of Service. ALN will make reasonable efforts to provide Customer with the services ordered under this Agreement. However, there may be circumstances in which ALN may not be able to provide such services. Where ALN determines that it cannot provide the services to Customer efficiently or on the terms and conditions contemplated by this Agreement, ALN reserves the right to immediately cancel this Agreement without liability and without any further obligations. The Customer may cancel this order before installation and/or cutover at a reduced cancellation fee of \$1,500.00 per circuit.

13.3 ALN may suspend or terminate services in accordance with its normal business practices without liability and without waiving any other legal or equitable rights it may have. ALN reserves the right to declare Customer in breach of this Agreement if Customer's account is not paid on a current basis, Customer's qualifying monthly service is less than the agreed minimum monthly revenue commitment, or Customer fails to meet any other obligation contained in this Agreement. If, after the Effective Date, this Agreement is terminated by ALN for Customer's breach or by Customer other than under the Customer Satisfaction Guarantee, Customer shall upon demand by ALN pay an early termination fee which shall include:

- (1) All unpaid non-recurring reasonable charges expended by the ALN to establish service to the Customer, including any installation charges which may have been waived by the ALN, provided the Customer has been notified of the waived charges and of the Customer's liability therefore on cancellation, plus;
- (2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to a third party on behalf of Customer by ALN, plus;
- (3) Customer will be billed an amount equal to the difference between the amount paid by the Customer at the time of cancellation and 100% of the remainder of the contract term and 50% of any subsequent renewal years.

13.4 Customer may terminate this Agreement without liability before the expiration date of the term if the Customer signs a new agreement with ALN for an equal or greater minimum monthly recurring charge and term commitment.

13.5 Upon termination of this Agreement for any reason, it is Customer's responsibility to switch to a new carrier. Customer shall be responsible for any and all outstanding charges owed to ALN at the effective date of termination, and Customer shall be liable for all charges incurred during the transition to a new carrier.

14. **DISCLAIMER OF WARRANTIES.** ALN IS PROVIDING THE SERVICES TO CUSTOMER ON AN "AS IS" BASIS. ALN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE AND ANY WARRANTY FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AMONG OTHERS. CUSTOMER IS SOLELY RESPONSIBLE TO SELECT, USE AND DETERMINE THE SUITABILITY OF ALN SERVICES AND



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ALN SHALL HAVE NO LIABILITY FOR THAT SELECTION, USE OR SUITABILITY. ALN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ALN DOES NOT REPRESENT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVICES, AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES.

15. **LIMITATION OF LIABILITY; INDEMNIFICATION.** Customer's sole and exclusive remedy against ALN for all claims for damages of any nature arising or in any way related to this Agreement shall be limited to the lesser of (1) amounts paid to ALN under this Agreement or (2) refunds in an amount equal to the proportional monthly charges to Customer for the period service during which any event or action giving rise to any claim occurs.

15.1 ALN is not liable for any damages, including indirect, incidental, consequential, punitive or special damages relating to loss of data, profit, revenue or business or the loss, damage or destruction of any property, whether Customer, Customer's assignee or any other transferee suffer that loss or damage and whether or not ALN is informed in advance of the possibility of such loss or damage.

15.2 ALN shall not be liable for any losses or damages resulting from: (a) its provision of services to Customer; (b) any act or omission of Customer, those using the Customer's service or third party entities furnishing products used in connection with the services; or (c) the loss, destruction, or disclosure of Customer data resulting from the use of the services.

15.3 ALN's sole liability to you for any claims, losses or damages caused by the Services or equipment or otherwise under this Contract are limited as described in this Section 15. Customer agrees that these limitations are reasonable. Customer also acknowledges that without these limitations of liability, charges and fees under this Contract would be substantially higher. Customer further agrees that the limitations on ALN's liability in this Section 15 will apply in any action or proceeding against ALN, whether based in contract, tort (including negligence or strict liability) or under any statute, law, rule or otherwise.

15.4 Force Majeure. ALN will not be in breach of this Agreement or otherwise liable for any delay, failure to perform or equipment or property damage, loss, destruction or malfunction or any consequence thereof, caused in whole or in part by anything beyond ALN's reasonable control, including, without limitation, fire, earthquake, flood, weather, acts of God, public health emergency or pandemic, labor disputes, utility curtailments, power failures, cable cuts, failure caused by telecommunications or other Internet provider(s), worms, Trojan horses, viruses or other destructive code or software, explosions, civil disturbances, terrorism, vandalism, governmental actions or shortages of equipment or supplies (collectively, "Event of Force Majeure").

17. **CANCELLATION OF EXISTING PROVIDER'S SERVICES; TERMINATION CHARGES.** In selecting ALN's services, Customer understands that it may be canceling the services provided by its existing service provider and that ALN's services and features may differ from the services currently provided by its existing service provider. Customer further acknowledges that it may be assessed termination or other charges by its existing service provider based upon the terms and conditions that apply to such services. ALN shall have no responsibility for the payment of other carriers' termination or other charges and such charges shall be the sole responsibility of Customer.

18. **MODIFICATION.** This Agreement shall not be amended, changed, or modified except in writing executed by a representative of Customer and two (2) ALN representatives (one of whom must be a ALN officer).

19. **ASSIGNMENT.** This Agreement shall be binding on Customer and Aspen Leaf Networks, LLC and their respective successors and assigns. This Agreement, however, is subject to immediate termination at the election of ALN in the event of any sale by Customer of all or substantially all of its assets or stock or any attempted assignment of this Agreement by Customer.



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Customer Service: 303-867-6230

20. **CONTRACTING ENTITY AND GOVERNING LAW.** The legal entities bound by this Agreement shall be (a) ALN , (b) any local ALN local subsidiary where the services are being provided, or (c) a combination of the two. This Agreement shall be in all respects governed by and enforced in accordance with the laws of the state where the service are provided. Customer and ALN hereby agree that personal jurisdiction and venue for any action concerning this Agreement shall be in Logan County, Colorado, and both parties consent to personal jurisdiction and venue in such location.

21. **AUTHORITY TO EXECUTE.** Customer represents that the person executing this Agreement on behalf of Customer is fully authorized to execute and deliver this Agreement on behalf of Customer.

22. **NOTICES.** All notice for the Customer Satisfaction Guarantee or termination of this Agreement must be sent to ALN 's Customer Care Department at 160 Inverness Drive West, Suite 100, Englewood, CO 80112. Attention: Contract Administrator. All notices to ALN shall be sent by certified mail, return receipt requested, or by email to support@aspenleafnetworks.com.

23. **NETWORK RESPONSIBILITY.** Please note that the Customer is responsible for the entire data network piece of the installation, including adequate bandwidth to support the Voice over IP traffic. Customer is also responsible for all network programming, network cabling, all network data equipment, including routers, switches and firewalls, etc. All routers and switches on the network must have Quality of Service (QOS) in order to give the voice traffic priority over the data traffic.

24. **ACCEPTABLE USE POLICY.** Failure to follow ALN's Acceptable Use Policy ("AUP") may result in disconnection of service and/or termination of service. The AUP can be found on ALN's web page at www.aspenleafnetworks.com.

____ If Customer is also leasing telecommunications equipment from NEC Financial Services, then, by checking and initialing this paragraph, Customer acknowledges that the charges for T1 services provided to Customer by ALN hereunder may be billed to Customer by NEC Financial Services together with its invoices to Customer for monthly rentals and other charges due under its lease(s) with Customer; and agrees that it will timely remit payment to NEC Financial Services for all T1 charges it invoices to Customer. Customer acknowledges that charges for T1 services are separate and apart from any sums it owes to NEC Financial Services for the lease of equipment and that NEC Financial Services will be billing and collecting such T1 charges for ALN. _____ (initial here)

(Signature Page to Follow)



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Customer and Aspen Leaf Networks, LLC understand and agree to the terms and conditions set forth in this Agreement:

I, _____, fully understand that it is the responsibility of _____ to ensure that all voice and data services are disconnected with our previous service providers following acceptance of new Aspen Leaf Networks, LLC services.

Aspen Leaf Networks

Customer: Logan County

Signature: _____

Signature: _____

Print Name:

Print Name:

Title:

Date:

Title:

Date:

The prices quoted above do not include any applicable Federal, State, City or other local taxes applied to telecommunications services.



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PRODUCT & SERVICES AGREEMENT

This Product and Services Agreement (“Agreement”) is made between Aspen Leaf Networks, LLC on behalf of itself and its affiliates (collectively referred to herein as “Aspen Leaf Networks” or “ALN”), with offices at 160 Inverness Drive West, Suite 100, Englewood, CO 80112 and “Customer” as identified below, and is effective as of the date this agreement is executed by Aspen Leaf Networks, LLC (the “Effective Date”).

This document shall be construed as an offer to provide products and or services and shall not constitute a contract unless and until executed by ALN and Customer. The term of the Agreement shall begin when Customer’s service is activated, and billing commences. ALN may cancel any negotiations herein in the event this Agreement is not executed by Customer and delivered to ALN on or before December 15, 2021.

<p><u>Service Address Information</u></p> <p>Customer Logan County, Department of Human Services</p> <p>Service Address: 508 S. 10th Street City: Sterling State: CO Zip: 80751</p> <p>Service Contact Name: Jerry Casebolt Phone Number: 970-522-2194</p> <p>Service Fax Number: Service E-mail Address: caseboltj@logancountyco.gov</p> <p>Federal EIN or SSN:</p> <p>Nonprofit YES X NO If yes, please provide tax exempt certificate</p>	<p><u>Billing Address Information</u></p> <p>Same as Service Address <input checked="" type="checkbox"/></p> <p>Billing Business Name:</p> <p>Billing Address: Suite: City: State: Zip:</p> <p>Billing Contact Name: Billing Phone Number: Billing Fax Number: Billing E-mail Address: :</p>
<p>Products Purchased/Pricing:</p> <p>Products Purchased/Pricing:</p> <p>SIP Trunk delivery over customer’s Existing internet \$ 345.00 / MO 15 – CALC Charges INCLUDED 3 – Blocks of 20 DID numbers \$ 9.00 / MO 5000 Minute Bundle of Domestic LD \$ 100.00 / MO</p> <p>Total Monthly Payment: \$</p> <p>Total Installation Charge: \$0.00 Term of Contract: 36 Months</p> <p>Sales Associate: Joe Young and Steve Shriver</p>	<p>Telecom Installation NCN Other Vendor x</p> <p>Data Installation NCN Other Vendor <input type="checkbox"/></p> <p>E-Mail Hosting Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Website Hosting Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Efax Service Qty</p> <p>Voice Mail Box Qty</p> <p>Additional IP Addresses Qty</p>



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Special Instructions:

1. This is a change from an existing PRI T-1 from Aspen Leaf Networks to SIP trunks over customer's internet.
2. The payment of Logan County obligations in fiscal years subsequent to the current year is contingent upon funds for this agreement being appropriated and budgeted. If funds for this agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this agreement, this agreement shall terminate. Logan County's fiscal year is currently the calendar year.



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TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** References in this Agreement to ALN include any operating subsidiaries. The services or some portions thereof are subject to Federal and/or State tariffs and as such this Agreement incorporates by reference (as if fully stated herein) the terms, conditions and other provisions of such tariffs, price lists and similar documents (including limitation of liability provisions) as they may be amended from time to time. This Product Services Agreement and the required addenda and Schedules A, B, and C establishes the terms and conditions upon which ALN agrees to provide the services to Customer. This Agreement sets forth the entire understanding between the parties and supersedes any prior or contemporaneous oral or written representations, offers or proposals made by ALN or its representatives. This Agreement also governs any additional services or changes Customer may order or request during the term of this Agreement.
2. **CUSTOMER DEPOSIT; PROVISION AND BILLING OF SERVICE.** At its sole discretion, ALN may at any time request a Customer Deposit prior to activation or during the provisioning of services. Such Customer Deposit will be refunded to Customer upon the expiration of this Agreement and settlement of all amounts due ALN. Services are generally billed on a monthly basis for a minimum period of one month. Usage charges and usage shortfall charges for services are billed in arrears. Most monthly recurring and non-recurring charges are billed in advance. Billed charges include applicable taxes and tax-related surcharges. By signing this Agreement you agree to allow ALN to do a credit check on your company.
3. **PAYMENT.** Full payment of any invoice is due within 30 days of invoice date. A monthly late payment fee of 1.5% (or lower if required by law) may be assessed for amounts unpaid commencing 30 days after receipt of invoice. Customer shall provide ALN with written notice within 60 days of any disputed charges appearing on the invoice.
4. **PRICING DISCOUNTS.** Any discounts on services are based upon the pricing set forth in the attached Service Schedules.
5. **MINIMUM MONTHLY REVENUE COMMITMENT.** Customer's minimum monthly revenue commitment is calculated on gross charges for actual services and includes monthly recurring charges, interstate, intrastate, international, inbound, outbound, switched, dedicated and calling card usage. The minimum monthly revenue commitment calculation excludes all other charges, including without limitation, government assessments, directory/operator assistance calls, and non-recurring charges. During the term of this Agreement, Customer shall be assessed a shortfall charge under the following circumstances: if, at the end of any month during the term of the Agreement, Customer fails to meet or exceed its minimum monthly revenue commitment as set forth herein, Customer shall be invoiced and be required to pay the difference.
6. **CUSTOMER SATISFACTION GUARANTEE.** Subject to the conditions listed below, if ALN is in material breach of its obligations regarding network quality or sales and service support, ALN will upon the Customer's written request, terminate this Agreement without liability for the early termination fee and make reimbursement to Customer for any change-over charges (up to a maximum of \$100) incurred by Customer in switching to ALN's service and in returning to Customer's previous carrier. Customer must satisfy the following conditions under this guarantee:
 - (1) ALN must receive written notice of the alleged material breach;
 - (2) The problem must be attributable to facilities or causes within ALN's reasonable control;
 - (3) ALN must be unable to cure the material breach to Customer's reasonable satisfaction within 15 days after receipt of the written notice;
 - (4) Customer's account must be current (i.e., no balance older than 30 days); and
 - (5) The reimbursement for change-over charges only applies if ALN receives the written notice within the first 90 days of service. ALN must receive a copy of the previous carrier's bill showing the change-over charges.



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7. **CREDIT FOR INTERRUPTION OF SERVICE.** If ALN determines in its sole discretion that service was interrupted for the cumulative duration of one (1) hour during a calendar month, for each effected T-1 service, the Customer is eligible to receive one (1) day credit multiplied for each full cumulative hour for the month in which service interruption occurred. Customer shall request a credit within 60 days of service interruption. The total credits applied to Customer's account shall not exceed fifteen (15) days in a calendar month. For purposes of calculating service credits, one (1) day credit is equal to 1/30 of the monthly recurring charge (MRC) for the effected service. No credit will be applied if the interruption is caused by (i) the negligence of the Customer; (ii) the failure of facilities of equipment provided by Customer or third party; (iii) ALN's inability to gain access to Customer's equipment and facilities; (iv) Customer's failure to release the service, when requested by ALN, to perform testing and maintenance; (v) an Event of Force Majeure as defined in Section 15.4; (vi) outages or service interruptions due to Customer premise failures; (vii) scheduled network maintenance; or (viii) emergency network maintenance. Customer understands that their accounts must not be delinquent and be in full compliance with the terms and conditions of this Agreement in order to receive service credits.

8. **NETWORK PERFORMANCE.** In the event Customer utilizes ALN provided T-1 services (dedicated, point-to-point or point-to-multipoint service connecting two (2) or more Customer designated ALN on-net locations) availability of service will be maintained at a minimum availability per month of 99.9% for an unprotected service and 99.95% for a protected service. Protected service shall be defined as a service that has network side electronics protection and a physical path which is diverse. Unprotected service is defined as service that has no electronics protection and is delivered on a linear path. Additionally, any service, which is routed through the Aggregation Node (i.e. point to multi point service), shall be considered Unprotected.

8.1 Mean Time to Restore ("MTTR"). MTTR shall be defined as the average time to restore a service outage, except for a service outage caused by an Event of Force Majeure, in a one-month period. ALN will use best efforts to ensure that MTTR does not exceed two (2) hours, excluding outages due to cable failures.

8.2 Cable Restoration. In the event of a service interruption that is due to cable failure, ALN shall use best efforts to begin cable restoration within two (2) hours after the faulty cable is identified. The cable shall be restored and the interruption shall be eliminated no later than eight (8) hours after failure.

9. **DEMARCATON POINT.** Demarcation Point shall mean the point of interconnection between the local exchange carrier's facilities and the wiring and equipment at Customer's premises. Customer is responsible for completing all telecommunications wiring, including any and all costs associated therewith, from the Demarcation Point to Customer's equipment.

10. **TELECOMMUNICATIONS FACILITIES.** Services may, at ALN's sole option, be provided via telecommunications facilities owned by ALN, via telecommunications facilities leased from one or more other telecommunications carriers or via a combination of the foregoing, provided ALN's ability to provide such services is not materially impaired. Without limiting the generality of the foregoing, Customer authorizes ALN to convert services being provided solely through the facilities of one or more other carriers (i.e., resale services) to services being provided in whole or in part over ALN facilities (i.e., facilities-based services).

11. **NETWORK MAINTENANCE.** Planned network maintenance will be performed with no less than seven (7) calendar days notice given to Customer prior to maintenance. Emergency network maintenance will be performed as necessary and ALN will use best efforts to notify Customer where reasonable.

12. **RELIATONE 4.** Rental agreement; at the end of the stipulated contract expiration, ALN will refresh the hardware, software and provide any upgrade as deemed necessary by ALN.

13. **TERM AND TERMINATION.**



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13.2 Cancellation of Service. ALN will make reasonable efforts to provide Customer with the services ordered under this Agreement. However, there may be circumstances in which ALN may not be able to provide such services. Where ALN determines that it cannot provide the services to Customer efficiently or on the terms and conditions contemplated by this Agreement, ALN reserves the right to immediately cancel this Agreement without liability and without any further obligations. The Customer may cancel this order before installation and/or cutover at a reduced cancellation fee of \$1,500.00 per circuit.

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- (1) All unpaid non-recurring reasonable charges expended by the ALN to establish service to the Customer, including any installation charges which may have been waived by the ALN, provided the Customer has been notified of the waived charges and of the Customer's liability therefore on cancellation, plus;
- (2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to a third party on behalf of Customer by ALN, plus;
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15.1 ALN is not liable for any damages, including indirect, incidental, consequential, punitive or special damages relating to loss of data, profit, revenue or business or the loss, damage or destruction of any property, whether Customer, Customer's assignee or any other transferee suffer that loss or damage and whether or not ALN is informed in advance of the possibility of such loss or damage.

15.2 ALN shall not be liable for any losses or damages resulting from: (a) its provision of services to Customer; (b) any act or omission of Customer, those using the Customer's service or third party entities furnishing products used in connection with the services; or (c) the loss, destruction, or disclosure of Customer data resulting from the use of the services.

15.3 ALN's sole liability to you for any claims, losses or damages caused by the Services or equipment or otherwise under this Contract are limited as described in this Section 15. Customer agrees that these limitations are reasonable. Customer also acknowledges that without these limitations of liability, charges and fees under this Contract would be substantially higher. Customer further agrees that the limitations on ALN's liability in this Section 15 will apply in any action or proceeding against ALN, whether based in contract, tort (including negligence or strict liability) or under any statute, law, rule or otherwise.

15.4 Force Majeure. ALN will not be in breach of this Agreement or otherwise liable for any delay, failure to perform or equipment or property damage, loss, destruction or malfunction or any consequence thereof, caused in whole or in part by anything beyond ALN's reasonable control, including, without limitation, fire, earthquake, flood, weather, acts of God, public health emergency or pandemic, labor disputes, utility curtailments, power failures, cable cuts, failure caused by telecommunications or other Internet provider(s), worms, Trojan horses, viruses or other destructive code or software, explosions, civil disturbances, terrorism, vandalism, governmental actions or shortages of equipment or supplies (collectively, "Event of Force Majeure").

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18. **MODIFICATION.** This Agreement shall not be amended, changed, or modified except in writing executed by a representative of Customer and two (2) ALN representatives (one of whom must be a ALN officer).

19. **ASSIGNMENT.** This Agreement shall be binding on Customer and Aspen Leaf Networks, LLC and their respective successors and assigns. This Agreement, however, is subject to immediate termination at the election of ALN in the event of any sale by Customer of all or substantially all of its assets or stock or any attempted assignment of this Agreement by Customer.



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21. **AUTHORITY TO EXECUTE.** Customer represents that the person executing this Agreement on behalf of Customer is fully authorized to execute and deliver this Agreement on behalf of Customer.

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24. **ACCEPTABLE USE POLICY.** Failure to follow ALN's Acceptable Use Policy ("AUP") may result in disconnection of service and/or termination of service. The AUP can be found on ALN's web page at www.aspenleafnetworks.com.

____ If Customer is also leasing telecommunications equipment from NEC Financial Services, then, by checking and initialing this paragraph, Customer acknowledges that the charges for T1 services provided to Customer by ALN hereunder may be billed to Customer by NEC Financial Services together with its invoices to Customer for monthly rentals and other charges due under its lease(s) with Customer; and agrees that it will timely remit payment to NEC Financial Services for all T1 charges it invoices to Customer. Customer acknowledges that charges for T1 services are separate and apart from any sums it owes to NEC Financial Services for the lease of equipment and that NEC Financial Services will be billing and collecting such T1 charges for ALN. _____ (initial here)

(Signature Page to Follow)



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Customer and Aspen Leaf Networks, LLC understand and agree to the terms and conditions set forth in this Agreement:

I, _____, fully understand that it is the responsibility of _____ to ensure that all voice and data services are disconnected with our previous service providers following acceptance of new Aspen Leaf Networks, LLC services.

Aspen Leaf Networks

Customer: Logan County, Dept of Human Services

Signature: _____

Signature: _____

Print Name:

Print Name:

Title:

Date:

Title:

Date:

The prices quoted above do not include any applicable Federal, State, City or other local taxes applied to telecommunications services.

LOGAN COUNTY, COLORADO

**CONTRACT FOR
PROJECT MANAGEMENT SERVICES**

THIS CONTRACT made as of the ____ day of December, 2021, by and between the Board of County Commissioners of Logan County, Colorado, located at 315 Main Street, Sterling, Colorado 80751, hereinafter referred to as the "County" and Diamond B Design Build Corp., an Idaho corporation, doing business at 630 North 4th Street, Sterling, Colorado 80751, hereinafter referred to as the "Contractor."

The County and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I - SERVICES OF THE CONTRACTOR

The Contractor shall serve as the County's Contractor and shall provide project manager and construction management services for the Logan County Courthouse Annex Building Renovation – Phase 2 project, all as described in the *Request for Proposal, Plans and Specifications*, attached hereto and incorporated by reference herein.

The required services of the Contractor shall generally, and in addition to any of the services specified in the *Request for Proposal, Plans and Specifications* and as reasonably required by the project, consist of the following:

Ascertain the requirements of the project and arrive at a mutual understanding of such requirements with the County; provide a preliminary evaluation of the County's program, schedule and construction budget requirements; advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of project delivery; prepare and periodically update a project schedule; prepare and update at appropriate intervals estimates of construction cost of increasing refinement and detail; provide recommendations and information to the County regarding the assignment of responsibilities for temporary project facilities and equipment, materials and services for common use of the general contractor and/or subcontractors; provide recommendations and information to the County regarding the allocation of responsibilities for safety programs among other contractors; make recommendations as required to provide that the work of the general contractor and/or subcontractors is coordinated; prepare a project construction schedule providing for the components of the work, including phasing of construction, times of commencement and completion required of each contractor, and the occupancy requirements of the County; develop bidders interest in the project and establish bidding schedules, issue bidding documents, and conduct prebid conferences with prospective bidders; receive bids, prepare bid analysis, and make recommendations to the County and Project Owner for award of contracts; assist

the County in preparing construction contracts; provide administration of construction contracts; provide administration, management and related services to coordinate scheduled activities and responsibilities of the contractors with each other and with those of the project manager and County; schedule and conduct meetings to discuss such matters as procedures, progress and scheduling, and prepare reports to the contractors, and County; update the project construction schedule incorporating the activities of contractors, and recommend any required corrective action; coordinate the sequence of construction and assignment of space in areas where contractors are performing work; endeavor to obtain satisfactory performance from all contractors and recommend to the County courses of action when contractual requirements are not being met; monitor the approved estimate of construction cost, showing actual costs for activities complete or in progress and estimates for uncompleted tasks; develop cash flow reports and forecasts and advise the Owner and County as to variances between actual and budgeted costs; maintain accounting records on authorized work performed; develop and implement procedures for the review and processing of applications by contractors for progress and final payments; review and certify the amounts due the respective contractors; prepare a project application for payment based on contractor's certificates for payment when the work has progressed to the point indicated and the quality of the work is in accordance with the contract documents; determine in general that the work of each contractor is being performed in accordance with the requirements of the contract documents, endeavoring to guard the County against defects and deficiencies in the work, and rejecting work which does not conform to the requirements of the contract documents; schedule and coordinate the sequence of construction; review requests for changes, assist in negotiating contractor's proposals and prepare change orders; record the progress of the project and submit written progress reports to the County showing percentage of project completion; conduct inspections to determine whether the work or designated portions is substantially complete; coordinate the correction and completion of the work; ascertain any applicable grant funding requirements, develop and implement procedures for grant compliance as pertained in the construction of the project, and prepare and submit reports as required to insure any applicable grant compliance as pertained to construction of the project.

The Contractor shall obtain, and maintain continuously for the term of this contract, at its expense, insurance in the following kinds and amounts:

1. Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.
2. Commercial General Liability Insurance written on an ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;

- b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.
3. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

The Contractor shall provide Certificates of Insurance to the County demonstrating that the insurance requirements have been met prior to commencement of work. The Commercial General Liability certificate shall indicate the County as ADDITIONAL INSURED in the following form: *County of Logan, State of Colorado, a body corporate and politic, is named as Additional Insured.* The Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty (30) days written notice to the County, pursuant to Section XVI.

The Contractor is not relieved of any liability or other obligations assumed pursuant to this contract by reason of its failure to obtain or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

The Contractor certifies that, at the time of entering into this Contract, it has currently in effect all necessary licenses, certifications, approvals, and insurance necessary to properly provide the services and/or supplies as outlined in the *Request for Proposal, Plans and Specifications*. Additionally, all employees of Contractor performing services under this contract shall hold the required licenses or certifications, if any, to perform their responsibilities. Any revocation, withdrawal or nonrenewal of necessary licenses, certifications, approvals or insurance required for Contractor to properly perform this Contract shall be grounds for termination of this Contract by County.

SECTION II - TERM

The initial term of this Contract shall commence as soon as practicable after execution of this Contract and end upon substantial completion of the project and winding up of all post-construction affairs (anticipated to occur no later than May 31, 2022), unless earlier terminated as provided in this Contract.

SECTION III - INDEPENDENT CONTRACTOR

- A. In performing the work under this Contract, the Contractor acts as an independent contractor and is **solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, or any other requirements as outlined in the *Request for Proposal, Plans and Specifications*.** The personnel employed by the Contractor are not and shall not become

employees, agents or servants of the County because of the performance of any work by this Contract.

- B. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County will have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION IV - THE COUNTY'S RESPONSIBILITIES

The County shall:

- A. Provide information as to its requirements for the [project] [services].
- B. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any *defect in the project or deficiencies in the services*.
- C. Assist the Contractor in obtaining approval of all governmental authorities having jurisdiction over the project and in obtaining such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- D. Furnish, or direct the Contractor to provide at the County's expense, necessary additional services not specified in this Contract.

SECTION V - MUTUAL UNDERSTANDINGS OF THE COUNTY AND THE CONTRACTOR

- A. This Contract does not guarantee to the Contractor any work except as authorized in accordance with Section I above, nor does it create an exclusive contract for services.
- B. All of the services contemplated under this Contract are personal and shall not be assigned, sublet or transferred without the written consent of the County.
- C. Logan County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Nothing in this Contract shall be deemed a waiver of the Colorado Governmental Immunity Act.

- D. The Contractor and any and all of its personnel utilized by the County under the terms of this Contract shall remain the agents and employees of the Contractor and are not, nor shall they become, agents or employees of the County.
- E. Ownership of documents and records.
 - (1) All tracings, plans, specifications, estimates, reports, data and miscellaneous items purported to contribute to the completeness of the project shall be delivered to and become the property of the County, upon County's request.
 - (2) Basic survey notes, charts, sketches, computations, and other data prepared hereunder shall be made available to the County, upon request, and become the property of the County.
 - (3) All data received hereunder shall be made a part of the County's permanent records and files and preserved therein for six (6) years per Colorado state statute.

SECTION VI - PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the County shall pay the Contractor for the services to be provided as follows:

- a. Two Thousand One Hundred Dollars (\$2,100.00), payable upon execution of this Contract as a mobilization fee; and
- b. Twelve Thousand Three Hundred Dollars (\$12,300.00), payable in six (6) equal monthly payments of Two Thousand Fifty Dollars (\$2,050.00), due on December 31, 2021, January 31, 2022, February 28, 2022, March 31, 2022, April 30, 2022, and May 31, 2022; provided, however, that if the project is substantially completed before May 31, 2022, all remaining sums unpaid shall be due and payable on the date of substantial completion ("substantial completion" is defined as completion of HVAC installation; completion of bathroom plumbing; completion of jail cell framing and drywall installation; completion of all electrical work; completion of all IT installations; and completion of any grant funded lift installation); and
- c. Nine Percent (9%) of the total cost of project construction, payable monthly in the form of progress payments calculated on the basis of the costs paid by the County to construction contractors each month as construction progresses (the County shall retain sole discretion to control the total cost of project construction, to modify the scope of the construction work, and to implement cost saving measures as it deems necessary).

SECTION VII - INDEMNIFY AND HOLD HARMLESS PROVISION

The Contractor agrees to indemnify and to hold the County and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities or property caused or sustained by any person or persons as a result of any intentional or negligent act by Contractor or failure of Contractor to perform this Agreement according to its terms.

SECTION VIII - CHARTER, LAWS AND ORDINANCES

The Contractor at all times agrees to observe all applicable Federal and State laws, and Resolutions and Ordinances of the local jurisdiction, and all rules and regulations which in any manner affect or govern the work under this Contract.

SECTION IX - TERMINATION OF CONTRACT

A. TERMINATION OF CONTRACT FOR CONVENIENCE OF THE COUNTY

The County may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof. If the Contract is terminated by the County, the County will pay the Contractor for any unpaid work performed up to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

B. OWNERSHIP OF PARTIALLY COMPLETED WORK

All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

SECTION X - CHANGE ORDERS /ADDITIONAL SERVICES; EXTENSION FOR COMPLETION

- A. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all

authorized change in services pursuant to the Request for Proposal or, if no provision exists, pursuant to a Change Order.

- B. The County may extend the time of completion of services to be performed by the Contractor. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

SECTION XI - EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable equal employment opportunity guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- C. The Contractor agrees to comply with such rules, regulations or guidelines as the County, State or Federal agencies may issue to implement these requirements.
- D. The Contractor shall be licensed if required by law.

SECTION XII – WORK START AND CONTRACT ADMINISTRATION

The work to be performed under this Contract shall commence promptly after receipt of a fully executed copy of this Contract to the extent that the Contractor has been authorized to proceed by the County.

The Contract Administrator for this contract shall be Debbie Unrein, Logan County Finance Director, and she can be reached by phone at 970-522-0880, Ext 256. The Contract Administrator does not have the authority to alter or modify the terms of this Contract.

SECTION XIII - INSPECTIONS, REVIEWS AND AUDITS

- A. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.
- B. Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period for inspection by Logan County and copies thereof shall be furnished if requested. Contractor shall turn over all such documents to the County at the completion of the project.

SECTION XIV - REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the power and ability to enter into this Contract, to grant the rights granted herein and to perform the duties and obligations described herein.

SECTION XV – DEFAULT

If Contractor defaults in any obligation under this contract, Contractor shall be liable for all costs, expenses and payment incurred by the County including any reasonable expenses for attorney's fees.

SECTION XVI – NOTICES

Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the party delivering such notice, and sent by certified or registered mail to the following persons and addresses:

To County:

Board of County Commissioners of Logan County

315 Main Street, Sterling, CO 80751

To Contractor:

Diamond B Design Build Corp.

630 North 4th Street, Sterling, CO 80751

SECTION XVII – AMENDMENTS

Any changes, additions, or deletions to this Contract will not be binding or effective unless the amendment has been initialed or otherwise approved in writing by the other party.

SECTION XVIII – GOVERNING LAW

This Contract shall be interpreted under and governed by the laws of the State of Colorado without regard to its conflict of laws rules.

SECTION XIX – ILLEGAL ALIEN CERTIFICATION

A. Contractor certifies that Contractor shall comply with the provisions of C.R.S. 8-17.5-101, et. seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or 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 Contract.

B. Contractor represents, warrants, and agrees that it (a) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security, or (b) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b)(I).

C. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et. seq., County may terminate this Contract for breach of contract, and Contractor shall be liable for actual and consequential damages to County.

D. Contractor shall not use the procedures of the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security to undertake pre-employment screening of job applicants while this Contract is being performed.

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

- (1) Notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph “(1)” above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides

information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Dated this ____ day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

Chairman, Board of County Commissioners

Attest: _____
Clerk

DIAMOND B DESIGN BUILD CORP.

Contractor

By _____

Title _____