

AGREEMENT FOR SERVICES

Project Number or Name: MHQ West

THIS AGREEMENT is entered into as of the 31st day of Decmeber , 2025 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the “County”) and MHQ West (hereinafter referred to as the “Contractor”).

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services. Contractor agrees to perform the services described in Paragraph 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. Time of Performance. The services of the Contractor are to commence and be completed (or end) by the dates set forth in Paragraph 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to Paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. Method of Payment. The County will compensate the Contractor for services rendered in accordance with Paragraph 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. Contractor shall submit invoices in a form acceptable to the County and in conformance with the County’s policies. Contractor shall provide such backup information for its invoices as may be reasonably requested by the County. The County shall have forty-five (45) calendar days from receipt of any accepted invoices to make payment to the Contractor.

4. General Terms and Conditions.

A. Termination of Agreement. The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) calendar 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 become the property of the County, provided the Contractor has been paid for these services. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. Changes. The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between

the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. Assignability or Subcontracting. Any assignment, transfer, or subcontracting of the Contractor's rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County.

D. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. Pursuant to Colorado Revised Statutes § 24-34-402, as amended, while providing services under this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County, provided the Contractor has been paid for these services.

G. Assignment of Copyrights. Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights 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. Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise, in its sole discretion, the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

- 1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in compensation or a time extension; and/or
- 2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- 3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, in its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is prevented, seriously impaired, or rendered impossible or commercially impracticable by "force majeure." As used in this Agreement, "force majeure" means Acts of God, acts of terrorism, declared national emergency, bankruptcy, strike, lockouts, government regulation, change in state/local law, disaster, civil disorder, unavailability of venue site, adverse economic

circumstances affecting the Event market, curtailment of transportation facilities, failure of any electricity, communication system or other utilities, war, political and social boycott, or by any restrictions imposed by any governmental authority, or other cause beyond the control of the parties, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

R. Accuracy of Work. Contractor represents, covenants and agrees that its work will follow established reasonable procedures to ensure maximum possible accuracy.

S. Accessibility. To the maximum extent practicable, Contractor shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Colorado Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Contractor shall indemnify, save, and hold harmless the County against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by the County in relation to Contractor's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: Contractor shall maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

2) Commercial General Liability: Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

3) Automobile Liability: Contractor shall maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than thirty (30) calendar days prior to cancellation, termination or non-renewal of the policies.

E. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, agents, and assignees (the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs,

expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement, except for any intentional or negligent acts of the Indemnified Parties. Contractor's obligation to indemnify pursuant to this Paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to provide services under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes. The County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable.

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses or via the e-mail addresses set forth in Paragraph 4 of Exhibit A.

10. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

11. Extent of Agreement. This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

12. Electronic Signatures and Records. The Parties consent to the use of electronic signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(SA Form, 4/11/25)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Services.

CONTRACTOR: : MHQ West

By: 

(Signature)

Title: General Manager

Date: _____

BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF ARAPAHOE, STATE OF COLORADO

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

EXHIBIT A to Agreement between the County and .
Project Number or Name: **MHQ of New Mexico**

1. Scope of Services. Contractor hereby agrees to and accepts responsibility to perform the following services:

Installation of Cradle Point routers and purchase of MIMO Dual Sharkfin antennas for approximately 200 ACSO vehicles.

Includes mounting antenna to roof, mounting Cradlepoint Router, wiring 12V Constant Power, Ignition Power and Ground, and connecting antenna leads to Cradlepoint Router.

*Any requested work outside of this SOW, requiring additional labor time, will result in an increased fees, and must be approved by both MHQ of New Mexico and Arapahoe County Sheriff in writing.

In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

2. Time of Performance. The services of the Contractor shall commence (place an "X" in one):

As of the date of this Agreement.

As specified in a Notice to Proceed to be provided by the County.

As of the following date: January 1, 2026. The services of the Contractor shall be completed, or shall end, by December 31, 2026 with the option to renew the contract for subsequent one year periods. The optional renewal periods shall not exceed a total of four additional years. This option is a County prerogative and not a right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County. The Contractor shall notify the County of any adjustments during the option period a minimum of one-hundred and twenty (120) calendar days prior to the effective date of the new extension period. The County reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the contract with the Contractor based on such price adjustments.

3. Compensation. The County agrees to compensate the Contractor for the performance of services detailed in Paragraph 1 above, Scope of Services, as follows (place an "X" in one):

Lump sum due upon completion: _____ .

Hourly rate of _____ (to be billed monthly).

Other: Each \$499.99.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$149,254.78.

4. Addresses for Notices. The addresses for Notices are as follows:

To the County: Captain Dan Joyce
 13101 East Broncos Parkway

Centennial, Colorado 80112
djoyce@arapahoegov.com

and (send to both)

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136
E-mail: Attorney@arapahoegov.com

To the Contractor: George R. Trujillo
MHQ of New Mexico
5601 Balloon Fiesta Parkway Suite C
Albuquerque, NM 87113
505-249-3180
E-mail: gtrujillo@mhqwest.com

5. Special Conditions. (place an "X" in one). To the extent that any special provisions listed below or attached are in conflict with any other provisions of this Agreement, the special provisions shall control and supersede any such conflicting provisions.

No special conditions

Special Conditions are as follows: