**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN SCHNEIDER GEOSPATIAL d/b/a qPublic and qPublic.net ("Professional" or "Contractor") AND THE BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, COLORADO ("Customer" or "County")**
**(the "Agreement")**

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

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

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

4. This Agreement is intended to be fully integrated.

5. **INDEPENDENT CONTRACTOR**

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

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

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

8. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provisions.

9. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the parties.

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

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

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

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

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

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

who are newly hired for employment to perform work under this Agreement.

(2) Prohibited Acts. Contractor shall not:

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

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

(3) Verification.

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

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

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

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

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

(4) Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to § 8-17.5-102 (5), Colorado Revised Statutes to ensure that Contractor is complying with 14(3)c. of this Agreement.

(5) Breach. Any contrary provision of this Agreement notwithstanding, if Contractor violates a provision of this Section 14, the County may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the County. The County shall notify the Colorado office of the Secretary of State if Contractor violates a provision of this Section 14 of this Agreement and the County terminates the Agreement.

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

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

b. Contractor shall not:

i. Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

ii. Enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

c. Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

d. If Contractor obtains actual knowledge that a Subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor is required to:

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

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

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

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

Board of County Commissioners of Park County

_____ _____

Richard Elsner, Chairman Date

Schneider Geospatial, LLC

_____ _____

By: _____ Date

**ATTACHMENT 1**
**NO EMPLOYEE AFFIDAVIT**

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

**1. Check and complete one:**

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

OR

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

**2. Check one.**

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

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

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

OR

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

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

_____ _____
Signature Date

_____ _____

Contractor Signature Date

STATE OF COLORADO )
) ss.
COUNTY OF _____ )

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

My commission expires:

(S E A L) _____

Notary Public

**ATTACHMENT 2**
**DEPARTMENT PROGRAM AFFIDAVIT**

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

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

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

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

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

_____ _____
Contractor Signature Date

STATE OF COLORADO )
) ss.
COUNTY OF _____ )

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

My commission expires:

(S E A L) _____
Notary Public

Board of County Commissioners of Park County

_____ _____

Richard Elsner, Chairman Date

Schneider Geospatial, LLC

_____ _____

By: _____ Date