

CONSULTING SERVICES AGREEMENT

This Agreement is made and entered into this 12th day of July, 2016 by and between the Board of County Commissioners of Ouray County whose address is P.O.Box C, Ouray, Colorado 81427, hereinafter "County", and kha Intelligence Group LLC, doing business as Kent Hudson & Associates, 808 Moss Cliff Circle, McKinney, Texas 75071, hereinafter referred to as "Consultant".

Material to this Agreement are the following points of agreement, which County and Consultant agree provide sufficient and good consideration for this Agreement to be binding upon the parties:

1. Consultant is qualified and willing to provide consulting services to the County related to improving the functionality of the OpenGov software owned by the County.
2. Consultant is willing to provide such services on the terms and conditions set forth below:
 - A. **Services to be Provided.** Consultant will develop a program to extract and transport ledger transactions and annual budget figures from existing County software to the OpenGov FTP server. The services include installation and configuration of the program and maintenance and training support for a period of one year from the date of this Agreement.
 - B. **Payment.** The County will pay Consultant a fee of \$750.00. The payment includes the services described in paragraph 2.A. above. Payment will be made upon completion of installation and configuration of the program. Consultant will provide an invoice, which will be paid by the County within sixty (60) days of receipt of the invoice.
 - C. **Term.** The term of this Agreement is from July 12, 2016 through July 11, 2017, and may be extended for one-year terms, or as otherwise agreed upon by the parties. Maintenance and support for additional annual terms will be billed to the County by Consultant at a rate of \$187.50, or as agreed upon by the parties.
 - D. **Insurance.** Consultant shall not be an employee for purposes of benefits, and workmen's compensation, and shall instead be considered an independent contractor. Consultant shall be considered an employee for purposes of inclusion in the County liability insurance.
 - E. **Indemnification.** Consultant shall defend, hold harmless and indemnify County against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Consultant's duties.
 - F. **Governmental Immunity.** Consultant understands and acknowledges that the County relies on, and does not waive or intend to waive by any portion of this

Agreement any provision of the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.

- G. Assignment.** This Agreement may not be assigned by either party.
- H. Modification or Amendment.** No modification or amendment to this Agreement shall be binding or of any force or effect whatsoever unless mutually agreed upon as evidenced by a written amendment or modification with signatures authorized for each party.
- I. Not a Multi-Year Financial Obligation.** This Agreement does not obligate the County to budget or authorize funds beyond the \$750.00 for services to be provided in the current year. The County represents that it has available funds and has authorized the commitment of funds for the services described in paragraph 2.A. above.
- J. Notices.** Any written notice required or authorized by this Agreement shall be sent, postage pre-paid by United States Postal Service addressed as follows:
- County: Board of County Commissioners
Ouray County
P.O. Box C
Ouray, CO 81427
- Consultant: Kent Hudson
Kent Hudson & Associates
808 Moss Cliff Circle
McKinney, Texas 75071
- K. Entire Agreement.** This Agreement as written contains the entire agreement of the parties with respect to the subject matter of temporary, contract employment. This Agreement replaces and supersedes any oral representations or agreements.
- L. Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.
- M. Governing Law.** This Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance, and the courts of the state of Colorado shall have exclusive jurisdiction to resolve any disputes arising from this Agreement, with venue in Ouray County, Colorado.


N. Attorneys' Fees. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorneys' fees.

Attested by:

Board of County Commissioners for
Ouray County, Colorado

Hannah Hollenbeck
Deputy Clerk of the Board

By: Lynn M. Padgett, Chair



Kent Hudson
Kent Hudson & Associates