

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AWARDING A CONTRACT TO DENOVO VENTURES, LLC. FOR USER  
PRODUCTIVITY KIT (UPK) WEB- BASED TRAINING SOFTWARE AND CONSULTING

**Resolution No. 2014-III**

WHEREAS, proposals were opened on December 16, 2013, to consider providers for UPK Web-based Training Software and Consulting; and,

WHEREAS, Denovo Ventures, LLC. submitted the lowest most responsible and responsive proposal to provide software and consulting services in the amount of \$67,360; and,

WHEREAS, the Adams County Information Technology Department recommends awarding the UPK Web-based Training Software and Consulting contract to Denovo Ventures, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract be awarded to Denovo Ventures, LLC. in the amount of \$67,360.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the contract with Denovo Ventures, LLC. after approval as to form by the County Attorney's Office.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24<sup>th</sup> day of February, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

**PURCHASE OF SERVICE AGREEMENT 2013.275  
UPK SOFTWARE AND CONSULTING**

THIS AGREEMENT ("Agreement") is made this 14<sup>th</sup> day of March 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Denovo Ventures, LLC, located at 6328 Monarch Park Place, Niwot, Colorado, 80503, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached IFB 2013.275 providing Oracle User Productivity Kit (UPK) Web-Based Training Software and Consulting Services. The Denovo Ventures, LLC Statement of Work and the Contractor's response to the IFB 2013.275 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

- 2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

**3. TERM:**

- 3.1. Term of Agreement: The Term of this Agreement shall be for one year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one-year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

- 4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of sixty-seven thousand three hundred sixty dollars and zero cents (\$67,360.00).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. 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. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement 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.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against 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(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

The remainder of this page is left blank intentionally

## 9. TERMINATION:

- 9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## 10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Finance  
Contact: Rich Lemke, Finance Director  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6290  
E-mail: rlemke@adcogov.org

Department: Adams County Purchasing  
Contact: Bethany Bonasera, Purchasing Agent II  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6056  
E-mail: bbonasera@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6116

Contractor: Denovo Ventures, LLC  
Contact: Aaron Webb, Senior Account Executive  
Address: 6328 Monarch Park Place  
City, State, Zip: Niwot, CO 80503  
Phone: 303.221.4148  
E-mail: awebb@denovo-us.com

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**11. CHANGE ORDERS OR EXTENSIONS:**

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

**12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.



- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**Board of County Commissioners**

[Signature]  
Chairman

3-31-14  
Date

**Denovo Ventures, LLC**

[Signature]  
Signature

3/14/14  
Date

William J. Hylton  
Printed Name

EVP  
Title

**Attest:**

Karen Long, Clerk and Recorder

[Signature]  
Deputy Clerk



Approved as to Form:

[Signature]  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

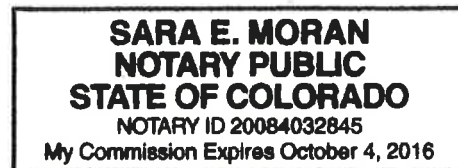
COUNTY OF BOULDER

STATE OF COLORADO )SS.

Signed and sworn to before me this 14 day of MARCH, 2014,

by WILLIAM JACKSON ~~JACKSON~~ HYLTON

[Signature]  
Notary Public



My commission expires on: 10/04/2016

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

**CONTRACTOR:**

Denovo Ventures, LLC                      3/14/14  
Company Name                                      Date

  
Signature

William J. Hyton  
Name (Print or Type)

EVP  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



A check in this box indicates that this agreement has been changed from the original.

## CONSULTING SERVICES STATEMENT OF WORK

This **CONSULTING SERVICES STATEMENT OF WORK** ("*Consulting Services SOW*"), dated as of **20** day of **January**, 2014 ("*Effective Date*"), is by and between DENOVO VENTURES LLC, a Colorado limited liability company ("*Denovo*"), and **Adams County of Colorado** (the "*Client*") (each a "*Party*" and together the "*Parties*").

Pursuant to **Section 3 (Scope of Services)**, in the Master Services Agreement (MSA) and any applicable Consulting Services Supplement, Denovo and Client desire to enter this Statement of Work for the performance by Denovo of certain consulting services, described herein. This Statement of Work provides details of the Services, related Products if any, Definitions, Service-specific terms, the responsibilities of the party's one-time and recurring fees, Change Control Process, and third party license agreements as applicable.

*Effective Date: January 20, 2014*

Delivery Period: **February 4, 2013** through **July 31, 2014**

### 1. **Project Scope**

#### **UPK Training**

UPK Developer - Content Development

Duration: 3 Days

What you will learn:

This course is designed for course authors, editors, and other individuals in need of recording and editing content in the User Productivity Kit Developer. Through hands-on exercises, participants will learn how to build an outline, prepare for and record content in JD Edwards, and use the Topic Editor to customize recorded content. Students will learn how to link web pages and external files to their content as well as create and link questions and assessments.

Upon completion, participants will preview their content in the available playback modes before publishing. They will also explore the various deployment options for publishing, including the options for printed documents, and learn how to customize templates for player and print output.

To make UPK Developer training most effective for our clients, Denovo trainers teach using a hands-on approach. We build content by recording actual system processes used by your JDE users. At least half of one day is spent on focused creation of usable content, answering questions which often arise as end-users begin to use the UPK Developer. Our goal is to have UPK become a successful part of your overall solution.

Learn To:

- Create and manage and organize your company's library of content
- Build outlines by creating new modules, sections, and topics
- Record and edit system process content
- Manage content on the server and publish it for training and documentation



**Audience:**

- Training Developers
- Process Documentation Developers
- Project Manager

**Prerequisites**

- Oracle UPK Server/Client system installed and basic setup complete
- Participants should have a basic knowledge of JD Edwards and other applications which require documentation and training in your organization

**Course Objectives**

- Train UPK developers to be able to document system processes and create training material in a concise, effective, and efficient manner using the most effective tool available.

Pre and Post Training UPK support will be provided on an as needed basis. All work will be mutually agreed upon prior to beginning. Most if not all support work will be done remotely.

**2. Consulting Services and Deliverables**

PO Line #5 – Three Day UPK On-Site training  
• 24 hours @ \$155 per hour = Total \$3,720

PO Line #6 – UPK Pre/Post Support  
• 80 hours @ \$155 per hour = \$12,500

PO Line #7 – Estimated Travel Expenses  
• Total = \$2,000

**3. Schedule**

TBD

**4. Billing Rates**

Billing Rates		
Consultant Name	Role	Bill Rate
TBD	UPK Trainer	\$155/Hour

\* Denovo rates listed above apply to this Statement of Work only

**5. Service Fees**

Consulting Services	Service Fees
Three Day UPK On-Site training	\$3,720



Consulting Services	Service Fees
UPK Pre/Post Support (80 Hours)	\$12,500
<b>Total Consulting Service Fees</b>	<b>\$16,200</b>

Travel

- Where possible resources local to the County will be provided. If not the appropriate travel expenses will be billed per standard Denovo Travel Policy (estimated at \$1,500 per week with a maximum of \$2,000).

(a) **Fee Payment Schedule for Consulting Services.** Unless otherwise agreed to in writing by both parties, Denovo will invoice the Client on a bi-weekly (every two weeks) basis for Consulting Services delivered, commencing two weeks after the Service Start Date at the rates specified in Section 4 (Billing Rates).

6. **Service Fee Assumptions**

Services may be added, revised or deducted via the Change Order Request process as defined in Section 9 of this Statement of Work.

Additional Consulting Services requested by Client and added to the SOW within 90 days of Client's and Denovo's acceptance of the SOW ("Acceptance") will be priced according to the fees listed at the time of SOW Acceptance. Any Additional Consulting Services requested by Client after 90 days from the date of Client and Denovo's Acceptance of the SOW will be subject to the then current rates for such Services.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for Services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

7. **Expenses**

Expenses (reimbursed according to the following schedule)		
Expense	Action*	Detail/Notes
Airfare	Actual Cost	Per Denovo Travel Policy
Meals	Per Diem	Per local GSA rate
Lodging	Actual Cost	Per Denovo Travel Policy
Auto Mileage	Actual Cost	Per Denovo Travel Policy
Parking	Not Reimbursed	Per Denovo Travel Policy

Expenses (reimbursed according to the following schedule)		
Expense	Action*	Detail/Notes
Taxis, Car Rentals, Gasoline	Actual Cost	Per Denovo Travel Policy
Laundry (if onsite for 5+ straight days)	Not Reimbursed	Per Denovo Travel Policy
Other incidental expenses	Per Diem	Per local GSA rate

\*Actual Cost, Per Diem, Not to Exceed, or Not Reimbursed

**8. Statement of Work Acceptance.**

Subject to the notice provisions below, Denovo reserves the right to modify or discontinue Services and to introduce new Services and features. Denovo may make available to Client all new services and features offered to all of its other clients. Denovo may, in its sole discretion, discontinue a Service at any time. Denovo will give the Client ninety (90) days notice of the discontinuance of a Service. Discontinuance does not affect Change Orders accepted prior to the date of discontinuance, but new Change Orders for a Service will not be accepted after the date the Service is discontinued.

Denovo may, in its sole discretion, modify a Service from time to time – for example to work with new third party products and services and to stay current with changing standards. Denovo will give the Client thirty (30) days written notice of the modification of a Service and of substantive modifications to a Service Description. Such modifications will affect both existing Services and new Change Orders. Within sixty (60) days of receipt of a notice of modification to a Service, Client may cancel Change Order(s) for that Service without liability for cancellation charges if the modification has made the Service materially less useful to Client.

**9. Change Order Process.**

A Change Order Request ("COR") is the method by which either Party may communicate and eventually effectuate Changes to the Services outlined in the applicable SOW. "Changes" include (i) the addition, subtraction, modification or other Change to any Services related to the applicable SOW, (ii) a Change that results in increased or reduced fees for applicable Services, and (iii) Changes to the Service Levels not agreed to as part of this SOW.

The Client or Denovo may request Changes by initiating the Change Order Process. To initiate the Change Order Process, the Party requesting the Change must fill out the Change Order Request form attached hereto and submit it to the appropriate project leader of the other Party. The Change Order Request must at a minimum describe the requested Change in sufficient detail for the Client and Denovo to make a reasonable assessment of the request.

The Client and Denovo will review the Change Order Request promptly and follow up with each other as necessary for further clarification or to discuss the impact that the Change will have on the Services, deliverables, implementation schedule, Service Availability Levels, terms and conditions, and Client fees. A Change Order Request will not be effective nor will a Change be implemented unless the Change Order Request is executed by duly authorized representatives from both the Client and Denovo.

# Denovo

Upon mutual acceptance of the Change Order Request, it becomes part of the entire agreement between Denovo and the Client with respect to the subject matter hereof. Denovo will provide a copy of all mutually accepted Change Order Requests to the Client for future reference.

Each Party will be responsible for all costs and expenses incurred by it in participation of the Change Control Process unless otherwise agreed in writing. The failure of either Party to insist upon strict performance of the Change Order Request process for every Change shall not constitute a waiver of its rights as set forth in the Agreement, at law or equity.

10. ***Other Terms and Conditions***

[SIGNATURE PAGE TO FOLLOW]





IN WITNESS WHEREOF, Denovo and the Client have executed this Statement of Work as of the date set forth above.

DENOVO VENTURES, LLC

By: William J. Hylton

Name: William J. Hylton

Title: EVP

Date: 3/14/14

ADAMS COUNTY OF COLORADO

By: Chaz Fedesco

Name: Chaz Fedesco

Title: Chairman

Date: 3-31-14