

# AGREEMENT FOR SERVICES

Project Number or Name: RFP-19-31 Polygraph Services

THIS AGREEMENT is entered into as of the 3rd day of July, 2019 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Forensic Truth Verification Group (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. The Contractor agrees to perform the services described in Section 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 Section 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 Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The 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. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request 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) 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. 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. The 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. The 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. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, 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.

G. Assignment of Copyrights. The 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. The 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. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The 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. The 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. The 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 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 price/cost 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, at 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 caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, 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. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) 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 Agreement.

3) The 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 the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) The Contractor shall not use the e-verify or Department programs to undertake pre-employment screening of job applicants while this Agreement is being performed.

5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) 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 (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Contractor violates any of the provisions of this section 4.Q, the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. 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.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

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

A. The 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: The Contractor will 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: The Contractor will 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: The Contractor will 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 abovementioned 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. The 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 30 days prior to cancellation, termination or non-renewal of the policies.

E. The 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. The 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.** The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents 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. The 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.** The 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 perform work 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.

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 set forth in Section 4 of Exhibit A.

10. **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.

(SA Form, 5/21/2018)

CONTRACTOR: Forensic Truth Verification Group

By: Killer  
(Signature)

Title: owner / polygraph examiner

Signed this 9th day of July, 2019

State of Colorado )  
County of Denver )

Subscribed and sworn to before me this 9th day of July, 2019

By Andrew Cordova

My commission expires 09-24-22

[Signature]  
Notary Public



SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

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

Date: \_\_\_\_\_

**EXHIBIT A to Agreement between the County and Forensic Truth Verification Group.**  
Project Number or Name: RFP-19-31 Polygraph Services.

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

Contractor shall conduct all polygraph examinations for all Arapahoe County Sheriff's Office candidates and employees in a timely fashion. Contractor shall perform polygraph examinations of Sheriff's Office candidates within one (1) week of calling for an appointment with results to the requestor via telephone within one (1) day, if requested, and via a written report within two (2) days. Contractor shall perform polygraph examinations of Internal Affairs referrals of employees within two (2) business days of request with results to the requestor via telephone within one (1) day, if requested, and via a written report within two (2) days.

Polygraphists must be graduates of an American Polygraph Association (A.P.A.) approved school and should be professionally certified with the American Polygraph Association (A.P.A.), the Colorado Association of Polygraph Examiners (C.A.P.E.), and the American Association of Police Polygraphists (A.A.P.P.). Contractors shall provide current copies of their certifications.

The services supplied by the Contractor in conjunction with this Agreement shall either meet or exceed the standards of quality and/or performance that have been established by the American Polygraph Association (A.P.A.), the Colorado Association of Polygraph Examiners (C.A.P.E.), and the American Association of Police Polygraphists (A.A.P.P.).

The services described in this Agreement shall be performed at the Arapahoe County Sheriff's Office, which is located at 13101 East Broncos Parkway, Centennial, CO 80112. Although this Agreement specifies an exact location for Polygraph Examinations for the Arapahoe County Sheriff's Office, it is understood and agreed that the County may, during the term of this Agreement, request additional examinations at other locations throughout Arapahoe County by the Contractor. Contractor shall have the ability to conduct off-site examinations if requested.

In the event of any conflicts between this Agreement and any attached solicitation 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: \_\_\_\_\_

The services of the Contractor shall be completed, or shall end, by \_\_\_\_\_.

**3. Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 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: See Exhibit B for pricing.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed n/a.

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

To the County:                      Arapahoe County Attorney  
   5334 South Prince Street  
   Littleton, Colorado 80120-1136



and (send to both)

Arapahoe County Sheriff's Office  
13101 East Broncos Parkway,  
Centennial, CO 80112.

To the Contractor: Forensic Truth Verification Group  
6595 S. Dayton St., Ste 2400  
Greenwood Village, CO 80111  
Attn: Kellene Wells  
[Kellene.wells@gmail.com](mailto:Kellene.wells@gmail.com)  
303.957.3201

6. **Special Conditions.** (place an "X" in one).

No special conditions

Special Conditions are as follows:

- A. **OPTION TO RENEW FOR FOUR (4) SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Response shall prevail for the term of this Agreement, at which time the County shall have the option to renew this Agreement for four (4) subsequent one year periods, provided, however, that Contractor shall maintain the same prices or discounts that were agreed to in the initial term. The optional renewal periods shall not exceed four years. Continuation of this Agreement beyond the initial term is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.
- B. **LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS:** It is hereby agreed and understood that the awarded contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Contractor agrees to continue the same or a reduced level of service to the County at the same prices while a new contract, also in force, is being mobilized. The Contractor shall be allowed to invoice the County for this additional period on a prorated basis.
- C. **LOCAL OFFICE SHALL BE REQUIRED:** Due to the service level required in conjunction with this Solicitation, the Contractor shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract. Metro Denver consists of City and County of Denver, City of Ft. Collins and surrounding counties, City of Colorado Springs and surrounding counties, Arapahoe County, Jefferson County, Adams County, Boulder County, Douglas County, City and County of Broomfield, Clear Creek County, and Gilpin County, Colorado. All reimbursable payments will be based on local Denver office.
- D. **CONSIGNMENT OF CONTRACT NOT ALLOWED:** No part of this Agreement may be consigned to another contractor.
- E. **SUB-CONTRACTING:** No portion of this Agreement may be subcontracted without the prior written approval of Arapahoe County.
- F. **PURCHASE ORDERS PLACED WITH CONTRACTOR DURING CONTRACT:** The Contractor shall not provide services until a Purchase Order has been received from the County.
- G. **PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT:** The prices proposed by the Contractor shall remain fixed and firm during the term of this Agreement, provided, however, that the Contractor may offer incentive discounts from this fixed price to the County at any time during the contractual term.

- H. **HOURLY RATE DEFINED:** The hourly rate quoted by the Contractor includes full compensation for labor, equipment use, travel time, and any other costs incurred by the Contractor. This rate is at straighttime for all labor.
- I. **METHOD OF PAYMENT MONTHLY INVOICES:** The Contractor will submit monthly invoices by the tenth day of each month. These invoices shall be submitted to the Arapahoe County Sheriff's Office, Support Services Bureau. The invoice shall reference the appropriate Purchase Order number, the candidate or employee name, and a detailed explanation of the work that was performed by the Contractor in conjunction with the corresponding invoice. The monthly invoices shall not exceed thirty calendar days from the date of the service. Under no circumstances shall the invoices be submitted to the County in advance of the service being performed.
- J. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Other governmental agencies, such as local special districts, cities, and towns, within Arapahoe County may and the Contractor will agree to enter into separate contracts with such agencies desiring to utilize the Contractor for services specified herein at the rates established through the solicitation and this Agreement. Each governmental agency which avails itself of this Agreement will establish its own contract with the Contractor, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that Arapahoe County will not be a party to such other government agency contracts and shall not be bound by or obligated in any way under such contractual agreements made between any other governmental agency and the Contractor as a result.

**EXHIBIT B to Agreement between the County and Forensic Truth Verification Group.**  
 Project Number or Name: RFP-19-31 Polygraph Services.

**I. PRICING**

DESCRIPTION	PER EXAM HOURLY RATE
1. pre-employment polygraph	\$ 140
2. internal affairs polygraph	\$ 400
3. Criminal specific polygraph	\$ 500
4.	\$

**5. Discounts, if any (please describe)**

Included in pricing: \$100 discount for IA polygraphs for professional courtesy to existing clients.

**6. Overtime Fees, if any (please describe when applicable)**

25% additional fee when required to work outside normal work (e.g. night and weekend appointments). Also may be used for extenuating circumstances.

**7. Other Fees, if any (identify and describe)**

50 cents per mile when required to travel away from office.