AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Tax Sale Internet Auction Service Agreement

Action Requested: Other Agreement approval

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Approve Tax Sale Internet Auction Service Agreement

Fiscal Impact:

Submitted by: Debbie Dunbar **Submitter's Email Address:** ddunbar@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

No concerns, cost for service to be paid by tax sale participants. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/2/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/8/2020 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/10/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/15/2020

Revised April 2015

SRI | 8082 BASH STREET | INDIANAPOLIS, IN 46250
o 800.800.9588 f 317.842.5948

TAX SALE INTERNET AUCTION SERVICES AGREEMENT

THIS AGREEMENT, executed on this 28th day of August, 2020, is entered into by and between SRI, Incorporated ("SRI" or "Contractor"), 8082 Bash Street, Indianapolis, IN 46250 and Gunnison County, Colorado (the "County") by and through the undersigned, Debbie Dunbar, Gunnison County Treasurer ("Treasurer" or "County Treasurer"), 221 N. Wisconsin St., Suite T, Gunnison, CO 81230. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the County elects to obtain and, upon acceptance hereof, SRI agrees to provide in accordance with the terms of this Agreement, tax sale internet auction services more specifically described as follows:

1. **Description of Services.**

   (a) SRI shall, from various reports, data and information to be provided by the Gunnison County Treasurer:

      (i) prepare a list of properties for which taxes and/or special assessments are delinquent;

      (ii) place said list on an approved web site in advance of the sale;

      (iii) update list as necessary prior to sale;

      (iv) conduct a tax lien sale by using internet bidding on SRI's approved web site and by using SRI's auction software and also overseeing and administering the public access bidding;

      (v) the entire tax lien sale will stay open for the duration of the auction with no batches closing early;

      (vi) participate in the auction in a manner consistent with the rules established by the County Treasurer and the State of Colorado;

      (vii) provide the County Treasurer with reports necessary and helpful to the Treasurer in balancing the sale and completing its final accounting procedure for the sale; and

(vii) assist the County Treasurer, or its third party designee, in the collection of bids and make available any resources and expertise in the use of the Automated Clearing House system.

(b) The County, through the County Treasurer and its Information Technology Department, respectively as their duties require, shall provide:

(i) all necessary information and records as requested by SRI to prepare the required lists;

(ii) review of all information prepared for accuracy;

(iii) updates to the list at reasonable intervals to update the web site;

(iv) suitable internet access in the public access room and also in the auditorium for the purpose of demonstration at the seminar conducted by the Treasurer; and

(v) approval of bidders for the sale and processing of all bank information for the collection of bids, thereby handling all tax monies internally.

2. **Fees and Expenses.** In consideration for the services provided by SRI pursuant to this Agreement, and subject to the terms and conditions of the Agreement, the County Treasurer, pursuant to the laws of the State of Colorado, agrees to assess an $8.00 (eight dollar) fee per parcel to be sold on the date of the tax sale. SRI is entitled to receive, once the sale is balanced, the sum of the number of parcels sold times the $8.00 (eight dollar) fee.

3. **Disclosure of Information.** SRI recognizes and acknowledges that it will have access to certain confidential information of the County and/or the County Treasurer and such other entities. SRI will not during, or after, the term of this Agreement, disclose any such confidential information to any person or firm, corporation, association, or any other entity for any reason or purpose whatsoever, unless required by law or upon the prior written consent of the County or the Treasurer. In the event of a breach or a threatened breach by SRI of the provisions of this Section,

the County and/or the County Treasurer shall be entitled to an injunction enjoining SRI from disclosing, in whole or in part, such confidential information.

4. **Limitation of Liability.** The County and County Treasurer hereby agree that in no event shall SRI be liable for any loss of profit or indirect, special, incidental or consequential damages as a result of the use by SRI of inaccurate, omitted, erroneous, fraudulent, or other insufficient information supplied to SRI by the County or Treasurer or any of their agents or employees under this Agreement, or by the actions, fault, failure or negligence of any individual not employed by or a principal of SRI. SRI will provide the County with a copy of its current Errors and Omissions policy upon request.

5. **Right to Contract.** SRI and the Treasurer each warrant that neither its execution and delivery of this Agreement, nor its performance of the provisions hereof is, or will constitute, a violation on its part of any applicable law or regulation or any contract, indenture or other agreement or relationship to which it is a party or by which it is bound.

6. **INDEPENDENT CONTRACTOR. The parties hereto understand and agree that Contractor shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the County, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold the County harmless from and against any and all claims for the same period. Contractor acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker's Compensation.**

7. **Indemnity.** The Contractor agrees to indemnify and to hold the County and its agents harmless from 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 or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent

act or omission by Contractor or failure of Contractor to perform this Agreement according to its terms.

8. Prohibitions on Public Contracts for services (including Construction Contracts) regarding Employement of Illegal Aliens. Contractor certifies that the Contractor shall comply with the provisions of C.R.S. § 8-17.5-101, *et seq.* The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract; or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this contract.

Contractor represents, warrants and agrees that it 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 Basic Pilot Employment Verification Program administered by the Department of Homeland Security. Information on applying for the Basic Pilot Employment Verification Program can be found at https://www.vis-dhs.com\employerregistration. If the Contractor is not accepted into the Basic Pilot Employment Verification Program prior to entering into a public contract for services, the Contractor shall apply to participate in the Program every three (3) months until the Contractor is accepted, or the public contract for services has been complete, whichever is earlier. Contractor shall not use the Basic Pilot Employment Verification Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.

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

(a) 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

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice pursuant to sub-paragraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

If the Contractor fails to comply with any requirement of this provision or C.R.S § 8-17.5-101, *et seq.*(as from time to time amended), the County may terminate this contract for breach of contract and the Contractor shall be liable for actual and consequential damages to the County.

9. **Notice Procedure.** Except as otherwise provided in this Agreement, notice, where required hereunder, shall be sent by registered or certified mail, return receipt requested, to the other party at the address set forth above and will be effective upon acceptance thereof. Either party may provide for change of its address by sending notice of its new address in the same manner.

10. **Applicable Law.** This Agreement shall be governed and interpreted by the laws of the State of Colorado and subject to:

(a) **Headings.** All headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

(b) **Invalidity.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

(c) **Excuse from Performance.** SRI shall be excused from performance hereunder for any period it is prevented from performing any of its obligations hereunder, in whole or in part, as a result of an act of God, war, civil disturbance, court order or other cause beyond its

reasonable control, and such nonperformance shall not be a ground for termination hereof or default hereunder.

(d) **No Guarantee.** SRI hereby agrees to use its best efforts to perform all services provided herein and in any addendum made a part hereof, but in no event does SRI guarantee the collection of any delinquent taxes, assessments, penalties, fees or other charges, and nothing herein or contained in any addendum made a part hereof shall be interpreted as such a guarantee.

(e) **Entire Agreement.** This Agreement and any addenda made a part hereof constitutes the entire agreement and understanding of the parties, and supersedes all prior written and oral understandings.

(f) **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless made in writing and executed by all parties hereto.

(g) **Immunity.** County in no way waives or intends to waive by any provision of this Agreement the immunity, damage limitations or any other provision applicable to the County and its employees under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.* (Note: for reference see C.R.S. §24-10-101, *et seq.*)

11. **Insurance.** Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one

person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

12. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the State of Colorado District Court, Gunnison County, Colorado.

This Agreement is effective for the 2020 Sale.

Gunnison County, Colorado
By: _____
Printed: Debbie Dunbar, Gunnison County Treasurer
Date: _____

ACCEPTED:
SRI, Incorporated
By: _____
Printed: James B. Hughes
Its: President
Date: 08/28/2020