

STANDARD PURCHASE CONTRACT FOR SERVICES

This STANDARD PURCHASE CONTRACT FOR SERVICES ("Contract") is entered into by and between GARFIELD COUNTY, COLORADO (the "County"), a political subdivision of the state, through an authorized representative of the BOARD OF COUNTY COMMISSIONERS (the "BOCC") and **Rocky Mountain Youth Corps** ("RMYC") ("Contractor") whose principal place of business is 991 Captain Jack Drive, Steamboat Springs, CO 80487, in accordance with the applicable provisions of the Garfield County Procurement Code.

RECITALS

- A. Contractor has been selected to provide the services defined in this Contract to or on behalf of the BOCC in accordance with the October 1, 2012 Garfield County Procurement Code, Article 3.1, 3.2, 3.5 or 3.6, as applicable.
- B. The BOCC wishes to retain Contractor as an independent contractor to provide, and Contractor wishes to provide to the BOCC, the services defined in this Contract on the terms stated in this Contract.
- C. The BOCC is authorized to acquire and contract for these services by Colorado Revised Statutes §30-11-101, *et seq.*

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the BOCC and the Contractor agree:

AGREEMENT

1. Purpose. The purpose of this Contract is to define the terms and conditions by which Contractor will provide services to Garfield County as more specifically defined by Scope of Services, which is incorporated herein for all purposes. For convenience, the Scope of Services is attached as **Attachment A** ("Scope of Services").
2. Term and Renewal. The initial term of this Contract is from **April 9, 2018** to **October 27, 2018**. At the expiration of the initial term, the Contract may be extended for up to two additional one-year terms upon the express written consent of the parties.
3. County Representative. The BOCC shall be represented by **Steve Anthony** ("County Representative"), who is designated and authorized to act on behalf of the BOCC for all purposes relating to the budget, performance, payment, and successful completion of this Contract.
4. Compensation. Contractor shall be compensated for services as earned in a total annual amount, including reimbursed expenses if allowed, not to exceed **\$108,844.00**. The BOCC has lawfully appropriated an amount sufficient to pay this amount and is under no obligation to make any future appropriation or allocation to this Contract. Any amount appropriated but not earned by December 31 in any year in which this Contract is in effect shall automatically expire on December 31 of that year.

- a. Invoicing Procedures. Payment(s) will be made to the Contractor upon receipt and approval of an invoice by the County Representative, who shall be the sole judge of the acceptability of the services and reasonableness of expenses. Contractor and the County Representative shall agree upon a mutually acceptable invoicing schedule. The County reserves the right to require additional information to support payments to the Contractor. Payments will be made to the Contractor within forty-five (45) of receipt of invoice or other mutually agreed upon period.
 - b. Mailing Address. All invoices and notices related to this Contract shall be sent to the County Representative at the following address: Steve Anthony, 195 West 14th Street, Building D, Suite 310, Rifle, CO 81650
5. Scope of Contract. This Contract shall include, in addition to the terms stated herein, all terms and conditions specified in the Solicitation, Contractor's successful proposal, bid, or offer upon which this Contract was awarded, which is incorporated herein for all purposes (the "Proposal"). If there is any inconsistency between this Contract, the Solicitation, or the Proposal, the following order of priority shall control: (a) this Contract; (b) the Solicitation; then (c) the Proposal, regardless of any statement to the contrary therein.
6. Contractor's Responsibilities. In order to accomplish the purposes of this Contract:
- a. Contractor agrees to diligently and professionally perform the services described in the Scope of Services.
 - b. Contractor agrees not to engage in unethical conduct in its performance of the services agreed to and expressly agrees to comply with and abide by any applicable laws, regulations, or rules relevant to or governing the performance of the services provided.
7. County Responsibilities. The County shall provide information as necessary or requested by the Contractor to enable Contractor to perform under this Contract.
8. Independent Contractor. Contractor is an independent contractor and is free to perform services for other clients. Neither Contractor nor any agent or employee of Contractor shall be deemed an agent or employee of the County or the BOCC for any purpose. AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS CONTRACTUAL RELATIONSHIP.
9. Certification Regarding Illegal Aliens. This Contract is a public contract for services as defined by Colorado Revised Statutes § 8-17.5-101(6)(a); therefore, by executing this Contract Contractor hereby:

- a. Certifies that it does not and will not knowingly employ or contract with an illegal alien to perform work under this Contract (see C.R.S. § 8-17.5-102(2)(a)(I));
- b. Certifies that it has not and will not enter into a contract with a subcontractor that fails to certify that it will not knowingly employ or contract with an illegal alien to perform work under this Contract (see C.R.S. § 8-17.5-102(2)(a)(II));
- c. Certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (the “E-Verify Program”) or the employment verification program established by the Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)(c) (the “Department Program”) (see C.R.S. §§ 8-17.5-101(3), (3.3) and (3.7) and 102(2)(b)(I));
- d. Agrees that it will not use either the E-Verify Program or the Department Program procedures to conduct pre-employment screening of job applicants while this Contract is in effect (see C.R.S. § 8-17.5-102(2)(b)(II));
- e. Acknowledges that if it obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor is required to: (i) notify the subcontractor and the BOCC within 3 days that the Contractor has such actual knowledge; and (ii) terminate the subcontract if within 3 days of such notice the subcontractor does not stop employing or contracting with the illegal alien or provide information to establish that the subcontractor did not knowingly employ or contract with an illegal alien (see C.R.S. § 8-17.5-102(2)(b)(III));
- f. Agrees to comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation undertaken pursuant to its authority under C.R.S. § 8-17.5-102(5)(a) (see (C.R.S. § 8-17.5-102(2)(b)(IV)).
- g. Acknowledges that if Contractor violates any provision of this ¶9, the BOCC may terminate this Contract and Contractor shall be liable for all actual and consequential damages to the BOCC as required by law.

10. Sole Proprietor. If Contractor is a sole proprietor, by executing this Contract Contractor hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that Contractor is a United States citizen, a Permanent Resident of the United States, or is lawfully present in the United States pursuant to Federal law and agrees to provide proof of lawful presence in the United States by providing valid identification as defined by C.R.S. § 24-76.5-103(4)(a) prior to starting work for the BOCC. Contractor further acknowledges that making

a false, fictitious, or fraudulent statement in this sworn affidavit is punishable as perjury in the second degree under C.R.S. § 18-8-503.

11. Indemnification. The County cannot and does not agree to indemnify, hold harmless, exonerate or assume the defense of Contractor or any other person or entity for any purpose. Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from all claims, demands, suits, actions or proceedings, including workers' compensation claims, in any way resulting from or arising from this Contract, including those for professional negligence, except for those damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

12. Insurance. Contractor shall maintain insurance coverage sufficient to meet the requirements set forth in **Attachment B**, which is incorporated by this reference. Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County Representative in the event any changes are made during this term of this Contract.

13. No Conflict of Interest. During the term of this Contract, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC. Contractor represents that it is not aware of any transaction, activity, or conduct that would affect Contractor's judgment, actions or work by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County. Contractor agrees that no official, officer or employee of the County has any personal or beneficial interest whatsoever in the services provided by this Contract. Contractor also agrees not to hire, pay or contract for the services of any official, officer or employee of the County during the term of this Contract.

14. Termination. Either Party shall have the right to terminate this Contract for cause as specified below. All finished or unfinished documents, data, studies and reports prepared by Contractor pursuant to this Contract shall become the County's property upon termination or expiration. Contractor shall not be relieved of liability for damages sustained by virtue of any breach of this Contract by Contractor.

- a. Termination for Cause. If either Party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any provision of this Contract, the non-defaulting Party shall have the right to terminate this Contract for cause by giving written notice to the defaulting party of the alleged violation to the individuals identified in ¶14. The defaulting party shall have ten (10) days from receipt of the letter to cure any default. If not timely cured, this Contract will terminate upon expiration of the cure period. The defaulting party shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Contract. In the event of default by the Contractor, the BOCC may withhold payments due under paragraph 6, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

- b. Termination for Convenience of the BOCC. If the BOCC determines it is in the public's best interest or if funds become unavailable, the BOCC may terminate this Contract without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Contract is terminated for the convenience of BOCC, the Contractor shall be paid for all services provided to and accepted by the BOCC prior to the date of termination.
- c. Termination Without Cause by Contractor. Contractor may terminate this Contract at the end of any current term by providing notice in accordance with ¶14 at least thirty (30) days written notice of its intent that the Contract not automatically renew.

15. Notices. Notices to be provided under this Contract shall be given in writing either by hand delivery or by certified mail, return receipt requested United States mail, to the following:

To the County: Steve Anthony
195 West 14th Street, Building D, STE 310
Rifle, CO 81650

AND Chief Procurement Officer
810 Pitkin Avenue
Glenwood Springs, CO 81601
970-384-5018

To the Vendor: Rocky Mountain Youth Corps
C/O Mark Wertheimer
P.O. Box 775504
Steamboat Springs, CO 80477

16. County Review of Records. Contractor shall maintain records in accordance with this Contract and as the BOCC may require and agrees that upon request of the County Representative at any time during the term of this Contract and for three (3) years thereafter, it will immediately make full disclosure and make available for inspection and audit any and all of its records associated with work performed under this Contract in the format requested.

17. Audits and Inspections. At any time during normal business hours and as often as the BOCC may deem necessary, the Contractor shall make its records with respect to matters covered by this Contract available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Contract. The BOCC may call for a certified, independent audit to be performed, at the Contractor's expense, by a mutually agreed upon auditor.

18. County Ownership - Works Made for Hire. Any and all deliverable items prepared under this Contract shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items

may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

19. No Assignment or Third Party Beneficiaries. Contractor shall not assign any rights or delegate any duties under this Contract without the express written consent of the County Representative. Enforcement of the terms and conditions of this Contract and all rights of action relating thereto are strictly reserved to the County and the Contractor and nothing contained in this Contract shall give or allow any such right of action to any third party.

20. No Waiver of Governmental Immunity. The Parties acknowledge that the County, its commissioners, officials, directors, agents and employees are relying upon and do not waive the immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 – 120.

21. Compliance with Laws and Regulations. Contractor agrees that all work performed under this Contract shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.

22. Choice of Law. This Contract shall be governed by the laws of the State of Colorado. Venue for all actions relating to the terms of this Contract shall lie in the District Court for Garfield County, State of Colorado. Contractor expressly waives the right to bring any action in or to remove any action to any to other jurisdiction, whether state or federal.

23. Authority. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

24. Counterparts and Facsimile Signatures. This Contract may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Contract and any modification hereto shall be effective for all purposes.

25. Severability. Should any provisions of this Contract be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Contract shall remain in full force and effect.

26. Headings. Titles and paragraph divisions are inserted in this Contract for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Contract or any part thereof.

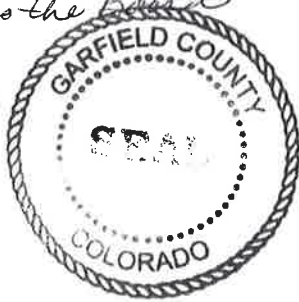
27. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

28. Integration of Understanding. This Contract represents the entire agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Contract any right of action against either the BOCC or the Contractor.

IN WITNESS WHEREOF, the BOCC's authorized representative and the Contractor have set their hands and seals.

ATTEST

Jean M. Alheris
Chair to the Board



BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO

By: *[Signature]*
John Martin, Chair

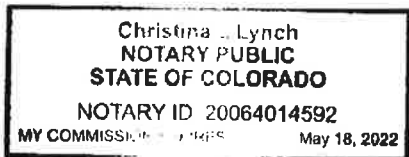
ROCKY MOUNTAIN YOUTH CORPS

By: *[Signature]*
Name: Gretchen Van De Carr
Title: Executive Director
Date: April 3, 2018
FEIN: 84-1483022

STATE OF Colorado)
COUNTY OF Routt) ss.

The foregoing instrument was acknowledged before me this 3 day of April, 2018, by Gretchen Van De Carr, as an authorized representative of the named Contractor.

My commission expires on: 5/18/2022.



[Signature]
Notary Public
372 Parkview Dr
Street Address of Notary Public
Steamboat Spgs, CO 80487
City, State & Zip Code

Attachment A

2018 SCOPE OF SERVICES

Rocky Mountain Youth Corps (RMYC)

The RMYC shall perform the following, as contracted by Garfield County between June 1 and October 27, 2018:

RMYC has three types of crews that Garfield County residents may be placed on. These are:

1. **Community Development Crew (CDC – ages 14-15):** RMYC operates five, two-week sessions around NW Colorado. In 2018, one two-week session will focus on western Garfield County serving project partners in Rifle, Parachute and Battlement Mesa.

Week one of the session consists of a day crew in which youth work Monday – Friday, returning home at the end of each day. Week two of the session consists of the crew working Monday – Friday with camping Monday – Thursday nights near the project location under the supervision of the adult Crew Leader and Assistant Crew Leader. Youth earn \$10.20/hour totaling 28 hours per person per week for the first week as a day crew. The day crew week accomplishes a minimum of 252 crew hours on the project. The camping crew week consists of the youth working 33 hours per person on the project and the crew accomplishes a minimum of 324 crew hours.

Garfield County will pay \$6,986 for the day crew week for the CDC crew and \$7,256 for the camping crew week for the CDC crew totaling 2 CDC crew weeks of work in Garfield County for a total amount not to exceed \$14,242.

2. **Regional Service Crews (RSC – ages 16-18):** There are two to four-week sessions available over a 10-week summer season. Crews are based regionally out of northwest Colorado and will work throughout the region. A two-week session is scheduled for work in Garfield County in partnership with the White River National Forest.

All RSC crew members earn an hourly wage of \$9.30/hour totaling of up to \$334 and will work up to 36 hours per week. RSC Assistant Crew leaders will earn \$393 to \$435 per week. RSC Crew leaders earn \$570 to \$625 per week. With a minimum of 8 people on the RSC crews, the crew meets the standard set in all RMYC project agreements to meet or exceed the 320 crew hours per week on the projects.

Garfield County will pay \$7,626 per crew week for the RSC crew for 2 weeks of work in Garfield County for a total amount not to exceed \$15,252.

3. Conservation Corps Trails Crews with Saw Crew Leader: Crew members ages are 18-25. RMYC shall recruit, train, field and support one crew that will be based locally out of Rifle. This crew will work cooperatively with the White River National Forest (WRNF), The Town of Silt and Roaring Fork Outdoor Volunteers, New Castle Trails, and Garfield County Vegetation Management to execute necessary projects. The work will include Town of Silt trail work, New Castle Trails trail work, WRNF trail and campground improvements and range program work. All necessary permission must be granted by the WRNF to perform work on Forest Service lands.

- All crew members will earn a weekly stipend from \$368 per week, and will work 40 hours per week. Trail Assistant Crew Leaders will earn \$393 to 435 per week. Trail Crew Leaders will earn \$570 to \$625 per week.

Garfield County will pay \$7,935 per crew week for the RMYC Trails crew for 10 weeks of work for a total amount not to exceed \$79,350.

The crews may perform work on lands owned or managed by other agencies, local governments, or non-profits as approved by the Board of County Commissioners through review of the Project List presented on March 12, 2018. The Garfield County Vegetation Manager will be the liaison between these other agencies or local governments. The other agencies or governments will provide on-site, daily direction to the Community Development Crew (CDC), the Regional Service Crew (RSC), and the Conservation Corps (CC) Trails Crew.

The following totals reflect the budget for fielding RMYC crews for the 2017 season:

CDC:	\$14,242 (2 weeks consisting of day crew week @\$6,986 + camping week @\$7,256)
RSC:	\$15,252 (2 weeks @ \$7,626/week)
CC: Trail	\$79,350 (10 weeks @ \$7,935/week)
Total:	\$108,844 for 14 Crew Weeks

Summary: For the CDC Camping Crew week, RSC, and CC Trail programs, one crew-week is defined as 8-10 crew members working for 40 hours each, totaling a minimum of 320 person-hours per week. For the CDC Day Crew week, one crew-week is defined as 9-10 crew members working for 28 hours each, totaling a minimum of 252 person-hours per week. Work hours are inclusive of travel time from camp to project site and exclusive of travel time from project site to camp, and include one 15-minute paid break during any 4-hour continuum of work. A 30-minute lunch break is unpaid. Generally, a crew will consist of 9 or 10 members, and will work a 40-hour work week. In cases of decreased work hours due to hazardous working conditions or extreme weather conditions (including but not limited to flash flooding, lightning, and wildfires), both parties will equally assume the financial burden. The financial implications of such an event will be agreed upon by both parties prior to final invoicing.

- RMYC will ensure that all work is completed on or before October 26, 2018.
- RMYC may combine their crews if necessary to compensate for attrition at the end of the season, the work season will be extended accordingly.
- RMYC shall provide to the County a written report that includes: a timeline summary of project completion listing location and type of work performed, the wages distributed, AmeriCorps education awards earned, and the Garfield County crew members that were engaged in the RMYC program.
- The cost of the Community Development Crew (CDC) (ages 14-15); Regional Service Crew (RSC) (ages 16-18) Conservation Corps (CC) (ages 18-25) Trail crews will be invoiced to Garfield County for a total amount not to exceed \$108,844.
- RMYC will hire a minimum of 10 Garfield County residents. All Garfield County corps members may be placed, according to their age, interest, and experience, within the full range of RMYC programs, including programs not offered in Garfield County, to include the Community Development Crew (CDC) (ages 14-15), Regional Service Crew (RSC) (ages 16-18) Conservation Corps (CC) (ages 18-25) Trail, Crosscut and Chainsaw, the Fire Corps (FC) crew (ages 18-25) and the BLM Internships & USFS Individual Placements (ages 18-25).

Attachment B

Insurance Requirements

To commence work and receive compensation pursuant to the Contract, Contractor shall demonstrate that it has in affect insurance sufficient to satisfy, at a minimum, the requirements stated below and shall maintain such insurance until its obligations under the Contract have been discharged. These insurance requirements are not intended to limit the indemnity provisions of this Contract and the BOCC does not warrant that these minimum limits are sufficient to protect Contractor from liabilities that might arise out of the performance of this Contract. All insurance required by this Attachment B shall be issued by companies authorized to do business in the state of Colorado and written on forms satisfactory to, filed with and approved by the Colorado Department of Insurance.

Commercial General Liability- Occurrence Form

The policy shall be endorsed to include the following additional insured language: "Garfield County, Colorado, its elected officials, trustees, employees, agents, and volunteers" shall be named as an "Additional Insured" with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

Minimum Limits:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

Automobile Liability (*can be waived if the Contract does not involve use of motor vehicle*)

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Minimum Limits:

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
---	-------------

Worker's Compensation and Employers' Liability

Minimum Limits:

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	
\$100,000/\$100,000/\$500,000	

Professional Liability (Errors and Omissions Liability) (*applies only if Contract requires the services of a licensed professional*).

The policy shall cover professional misconduct or lack of ordinary skill for professional services required by this Contract. If the professional liability insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Minimum Limits:

Per Loss	\$1,000,000
Aggregate	\$2,000,000

Additional Requirements: Where Garfield County is named as an additional insured, it shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits exceed those required by the Contract. Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. For the provisions of Commercial General Liability and Automobile Liability, the insurance policy must include contractual liability coverage.

Notice of Cancellation: Each policy shall provide the required coverage and shall not be suspended, voided or canceled during the term of this Contract unless 30 days prior written notice has been given to the BOCC; if cancellation is for nonpayment of premium, then 10 days prior notice may be given. Notice shall be sent to: Garfield County Procurement Department, 810 Pitkin Ave., Glenwood Springs, CO 81601.

Verification of Coverage: Contractor shall furnish a certification of insurance (ACORD form or equivalent) signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved before work commences. Each required insurance policy must be in effect at or prior to commencement of work under and remain in effect for the duration of the project and for two (2) years after completion of the project. Failure to maintain coverage required by this Contract or to provide evidence of renewal is a material breach of the Contract.

Approval: Any request for modification or variation from the insurance requirements in this Contract shall be directed to the Contracts Manager at 970-625-5904. Such action will not require a formal contract amendment, but may be made by administrative action.