

**GARFIELD COUNTY HUMAN SERVICES COMMISSION
FUNDING AGREEMENT
FOR CALENDAR YEAR 2019**

This FUNDING AGREEMENT is entered into upon the recommendation of the Garfield County Human Services Commission by and between the Garfield County Board of County Commissioners (the "BOCC") and **YouthZone**, a qualified non-profit human service agency operating within and providing services within Garfield County, whose address is **803 School Street, Glenwood Springs, CO 81601** ("Recipient").

RECITALS

- A. The Garfield County Human Services Commission ("HSC") was established by the BOCC in 1980, among other things, to "review applications for funding by government agencies, to assist human service agencies and organizations in the coordination of services, and to prevent duplication of services and unwarranted expenditure of government funds." BOCC Resolution No. 80-292, as amended by Resolution Nos. 81-62, and 93-059, and 13-44.
- B. In 1996, voters approved a sales tax to be distributed by the BOCC to various, specific funds for various, specific purposes, including to "purchase and fund services from qualified non-profit human service agencies and similar governmental agencies operating within and providing services within Garfield County." BOCC Resolution No. 96-54.
- C. The HSC has established standards and procedures relating to the identification of qualified non-profit human service agencies and the distribution of the sales tax revenues and other funds allocated for human services through an annual application process. Each year, the HSC accepts and reviews applications for funding from qualified agencies and makes recommendations to the BOCC for funding awards.
- D. Recipient submitted an application to the HSC for 2019 funding assistance and was determined to meet the criteria necessary for recommendation of award.
- E. In reliance on Recipient's application and the HSC's recommendation of award, the BOCC has agreed to provide funding assistance to the Recipient in the amount and on the terms and conditions stated below.

NOW THEREFORE, in consideration of the following terms and conditions, the BOCC and Recipient (the "Parties") agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to commemorate the financial support provided by the BOCC to Recipient in order that Recipient may provide the services identified in Recipient's Human Service Commission 2019 Grant Application (the "Application"), which the HSC has found, and the BOCC agrees to be of benefit to the health, safety and general welfare of the citizens of Garfield County (the "Services").

2. Term. The term of this Agreement is calendar year 2019.

3. Award Amount. The BOCC has lawfully budgeted and appropriated the amount of **\$45,000.00** for this Agreement, which shall constitute the full Agreement amount. The BOCC is not obligated to make any future apportionment or allocation to this Agreement or Recipient.

4. Authorization of County Representative. Garfield County Manager Kevin Batchelder is designated and authorized to act on behalf of the BOCC for all purposes relating to the budget, performance, administration, payment, and successful completion of this Agreement (the "County Representative"). All notices and correspondence relating to this Agreement shall be sent to him at 108 8th Street, Suite 101, Glenwood Springs, CO 81601.

5. Recipient's Responsibilities. In consideration of this award:

- a. Services. Recipient agrees to perform the Services described in Recipient's Application diligently and professionally.
- b. Use of Funds. Recipient agrees to use the funds awarded by the BOCC for the purposes and in the manner represented in Recipient's Application and shall be responsible to account to the BOCC for the use of the awarded funds in accordance with Colorado law and generally accepted accounting principles.
- c. Duty to Cooperate. In accepting these funds, Recipient agrees to provide documentation requested by or on behalf of the BOCC regarding use of the grant funds and to cooperate with the BOCC in every way to ensure that the funds are utilized in furtherance of the identified Services.
- d. Right to Inspect and Audit. In accepting these funds, Recipient grants to the BOCC or its designee the right to inspect and audit all books and records and to access any property necessary to confirm that the awarded funds are used as and for the purposes stated in the Application. The BOCC shall have the right to inspect or receive such information for one year from the date this Agreement expires.
- e. Public Presentation. At least once between February 1 and November 30, 2019, Recipient will appear before the BOCC on the third Monday of the month at a regularly scheduled public meeting to report on the use that has been made of the

awarded funds. Recipient bears responsibility for scheduling this presentation by contacting County Executive Assistant Vola Mercer at (970) 945-5004. Failure to schedule and appear for this presentation will disqualify Recipient from consideration for future HSC award recommendations and BOCC grants. The BOCC reserves the right to determine the final date and length of the presentation at its discretion.

6. Payment. Payment of the award amount will be made in a single lump sum payment on the next regularly scheduled payment date following receipt of (a) Recipient's signature on this Agreement and (b) Recipient's invoice for the amount of this award to Garfield County Administration, attention Vola Mercer, 108 8th Street, Suite 101, Glenwood Springs, Colorado 81601.

7. Return of Funds. If Recipient does not perform the work or services for which the funding support has been awarded or does not otherwise spend the award for the use specified, Recipient shall return all such funds to the BOCC. Recipient shall also return or repay all portions of the award that the BOCC, in its discretion after requesting documentation or exercising its right to audit or inspect Recipient's records, determines to have been spent on goods or services outside the scope of this Agreement.

8. Independent Contractor. Recipient is an independent contractor and is free to perform services for other clients. Neither Recipient nor any agent or employee of Recipient shall be deemed an agent or employee of the BOCC for any purpose. The BOCC is not entering into a joint venture with the Recipient.

9. Release and Indemnification. Recipient agrees to release, indemnify and hold the BOCC and Garfield County harmless from any and all claims, causes of action, damage, liability and cost and expenses (including litigation costs and attorneys' fees), whether by Recipient or a third-party, against or incurred by the BOCC or Garfield County as a result of Recipient's Application for or use of the award.

10. Recipient Acknowledgement. Recipient has read this Agreement, understands that it is the intention of the BOCC to ensure that the award is used for the public purpose(s) granted and simultaneously to avoid any and all liability, claims, demands or damages related to the award or use of the awarded funds, whether raised by Recipient or any third-party. Recipient acknowledges and concurs with those intentions. By executing this Agreement and accepting these funds, Recipient releases the BOCC and Garfield County from all claims, damages, injuries, losses or liabilities, now and in the future, whether currently known or unknown.

11. No Assignment. Recipient shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without the express written authorization of the BOCC.

12. No Waiver of Governmental Immunity. The Parties acknowledge that Garfield 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.

13. Compliance with Laws and Regulations. Recipient shall comply with all applicable federal, state, and local laws, including ordinances, codes, and lawful regulations, and with the directives of any public agencies having jurisdiction over any activity covered by this Agreement.

14. Controlling Law. This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising out of or relating to performance of this Agreement shall be in Garfield County, Colorado.

15. Severability. To the extent that this Agreement may be executed and the performance of the obligations of the BOCC and the Recipient may be accomplished within the intent of this Agreement, if any term or provision is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision.

16. Authorization. Each of the individuals signing below affirms that he or she is properly authorized to execute this Agreement on behalf of the governmental entity or private entity party to this Agreement.

17. Additional Conditions. None.

// The Remainder of Page is Intentionally Left Blank //

BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO

ATTEST:

Jean Alberico
Jean Alberico
Clerk to the Board

By: John Martin
John Martin, Chair Tom Jankovsk

Date: 3.4.19



RECIPIENT: Yowell zone

By: Lore Mueller
Print Name: Lore Mueller
Title: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing Garfield County Human Services Commission Funding Agreement was acknowledged before me this 22nd day of February, 2019 by Lore Ann Mueller, as an authorized representative of the Recipient.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: 1.4.2019

Volahelen Mercer
Notary Public

