AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Provider Agreement; Early Childhood Councils Leadership Alliance; Professional Services Regarding Statewide Radio Campaign around the Colorado Early Learning Developmental Guidelines in Collaboration with the Gunnison Hinsdale Early Childhood Council and the Gunnison County Department of Health and Human Services; 10/1/14 thru 12/31/14; $4,500

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Early Childhood Councils Leadership Alliance (ECCLA)

Term Begins: 10/1/14 **Term Ends:** 12/31/2014 **Grant Contract #:**

Summary:
The Early Childhood Coucil wishes to contribute $4,500 of the local grant funding (Race to the Top) for the EArly Learning Developmental Guidelines. ECCLA will purchase the satewide redio spots. This initiative requires us to sign the "Request for Subcontractor Form" since local ECC funds originally awarded to us by CDHS will go to ECCLA.

Fiscal Impact: no general funds

Submitted by: Renee Brown **Submitter's Email Address:** renee.brown@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:

This is a service agreement required by the grant for a one time payment. The cost will be covered by the ECC grant.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/4/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 11/3/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 11/4/2014

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

Agenda Date: 11/18/2014 Follow Up Agenda Date:

Revised April 2013

PROVIDER AGREEMENT

This Provider Agreement ("Agreement") made effective the 1st day of October, 2014, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and the Early Childhood Councils Leadership Alliance (ECCLA) ("Provider").

RECITALS

Provider provides professional services regarding statewide radio campaign around the Colorado Early Learning Developmental Guidelines in collaboration with the Gunnison Hinsdale Early Childhood Council ("Council") and the Gunnison County Department of Health and Human Services ("Department"). Gunnison County desires to engage Provider to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31th, 2014, unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Provider shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference, regarding provision of the statewide radio media campaign on the Colorado Early Learning Development Guidelines. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Provider's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Provider acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

3. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Providers performance of the Services, during the Term, Gunnison County shall pay Provider up to $4,500 in accordance with Exhibit B.

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4. INDEMNIFICATION.

(a) Provider agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Provider or its employees, sub-Providers or agents in connection with this Agreement.

(b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

Provider agrees that at all times during the Term of this Agreement that Provider 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, Provider 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 Provider during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent in an amount not less than $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury Liability and $500,000 for Property Damage Liability.

6. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Provider shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Provider and, therefore, Provider shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

8. NOTICES.

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Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Provider: The Early Childhood Councils Leadership Alliance
3532 Franklin Street Suite F
Denver, Colorado 80205

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

9. INDEPENDENT CONTRACTOR.

(a) In carrying out its obligations and activities under this Agreement, Provider is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Provider does not have any authority to bind Gunnison County in any manner whatsoever.

(b) Provider acknowledges and agrees that Provider is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Provider is obligated to pay federal and state income tax on any moneys paid it related to the services.

10. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

11. MISCELLANEOUS.

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(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Board of County Commissioners of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. 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 District Court governing Gunnison, Colorado.

14. IMMIGRATION COMPLIANCE CERTIFICATION.

(a.) Provider certifies that Provider does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

(b.) Provider certifies that Provider has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c.) Provider certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

(d.) Provider agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

(e.) Provider agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

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EXHIBIT A

SCOPE OF SERVICES

Provider shall perform and provide the following services:

1. Statewide Radio Media Campaign on the Colorado Early Learning Development Guidelines:
   - Coordinate, schedule and provide statewide radio spots, including procurement of statewide radio advertising space, in collaboration with the Gunnison Hinsdale Early Childhood Council and the Colorado Department of Human Services.
   - Report on monthly activities to the Gunnison Hinsdale Early Childhood Council no later than the 5th business day of following month.

RESPONSIBILITIES OF GUNNISON COUNTY THROUGH THE EARLY CHILDHOOD COUNCIL:

1. Provide funding to the Provider in the amount of $4,500 for providing a statewide radio media campaign on the Colorado Early Learning and Development Guidelines.
2. Assure compliance with budget and grant requirements, including monthly reporting on subcontractor activities.

EXHIBIT B

BUDGET

Contribution towards Statewide radio spots: $4,500

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This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

Matthew Birnie, Gunnison County Manager	Date:
Maro K. Z Maro Zagoras, ECCLA Executive Director	10/27/2014 Date:

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STATE OF COLORADO

cdhs
Colorado Department of Human Services
people who help people

John W. Hickenlooper
Governor

Reggie Bicha
Executive Director

COLORADO DEPARTMENT OF HUMAN SERVICES

REQUEST FOR SUBCONTRACTOR APPROVAL FORM

I. Contract Information

Contract Number: PO IHA CCCLC 1346657 NCP	**Contract Fiscal Year: State FY15**
Contract Effective Date: July 1, 2014	**Contract Award Amount:** $18066.41

II. Contractor Information

Contractor Name: Gunnison County			
Contractor Representative Name: Matthew Birnie, Gunnison County Manager			**Telephone:** 970-641-7913
Contractor Address: 225 N. Pine Street			**Fax Number:** 970-641-8346
City: Gunnison	**State:** CO	**Zip Code:** 81230	**Email Address:** mwacker@gunnisoncounty.org

III. Subcontractor Information

Subcontractor Name: Early Childhood Council Leadership Alliance	
Subcontractor Representative Name: Maro Zagoras	**Telephone:** 303-949-9988

Subcontractor Address: 3532 Franklin St.			Fax Number: NA
City: Denver	State: CO	Zip Code: 80525	Email Address: maro@marozagoras.com

IV. Description of Subcontractor Performance

Brief Description of Work to Be Performed by Subcontractor: We are subcontracting with the Early Childhood Council Leadership Alliance (ECCLA) to contract with a media buyer to place radio ads in statewide stations to get out messages about the Early Learning and Developmental Guidelines. We are collaborating with ECCLA to ensure statewide coverage and to leverage all community efforts.		
Subcontractor Award Amount: $4500.00	**Did the Subcontractor Bid on the Prime Contract?:** Yes	**Does the Subcontract Incorporate or otherwise require Performance of the Subcontract pursuant the General and Special Provisions of the Prime Contract?** Yes
Has the Subcontractor Started Performance? Yes **If yes, when did performance start?** **10/1/2014**	**Is the Subcontractor in Good Standing with the Colorado Secretary of State?** Yes	**Is the Subcontractor Under Any Type of Debarment from State or Federal Participation?** No
Does the Subcontractor meet the Insurance Requirements of the Prime Contract including naming the State as an Additional Insured? Yes	**Is the Subcontractor fully licensed as necessary pursuant to the Prime Contract and under any applicable State or Federal Laws, Rules or Regulations?** Yes	**Has the Subcontractor Agreed to Indemnify the State of Colorado from any legal or performance disputes or any and all grievances under the law in the service of performing its obligations under the Subcontract?** Yes

Contractor hereby requests that the Colorado Department of Human Services approve the use of the Subcontractor identified in Section III. above to provide the services/items required of Contractor pursuant to the Prime Contract identified in Section I. above. Contractor will provide a copy of the Subcontract upon request of the State. Contractor hereby states and affirms that the information provided in this Request for Subcontractor Approval is true and accurate to the best of its knowledge. Contractor understands that any approval of the Subcontractor by the State does not absolve the Contractor of its duties and obligations under the Prime Contract.

_____

Signature of Legal Authorized Representative of Contractor

Matthew Birnie, Gunnison County Manager

Printed Name and Title Date

DEPARTMENT OF HUMAN SERVICES USE ONLY

Office: Enter Office Name	**Division/Group:** Enter Division/Group Name	**Reviewer:** Enter Name of State Employee Reviewing this approval request.
Risk Assessment: Financial Considerations: Choose an item. Contract/Project Complexity: Choose an item. Contractor Experience Managing Subcontractors: Choose an item. Subcontractor Capability/Experience: Choose an item. Program Experience: Choose an item. Prime Contract/SOW: Choose an item.		
1. Does the Subcontract amount equal 50% of the amount of the Prime Contract? Select.	**2. Does the State have any other Contracts with the Subcontractor? (Check CMS)** Select.	**3. Did the Subcontractor start performance before the effective date of the Prime Contract?** Select.
Based on the Risk Assessment and Questions 1-3, should the State request a copy of the Subcontract? Select.	**If requested by the State, has a copy of the Subcontract been received?** Select. **Date Received:** Click here to enter a date.	**If received by the State, does the Subcontract place sufficient requirements on the Subcontractor to meet the General Provisions, Special Provisions, and Statement of Work of the Prime Contract?** Select.

Date of Subcontractor Review:	**Subcontractor Review by Department is:**	**Notice of Approval/Denial of Subcontractor has been provided to Contractor.**
Click here to enter a date.	Choose an item.	Select. (Attach letter explaining denial where applicable).

_____

Signature of State Representative

_____

Matthew Birnie, Gunnison County Manager