INTERGOVERNMENTAL AGREEMENT between Gunnison County and Montrose County for Environmental Health Services.

SUBJECT MATTER:	Environmental Health Services
COUNTY DEPARTMENT:	Gunnison County Department of Health and Human Services
CONTRACTOR:	Montrose County Department of Health and Human Services
EFFECTIVE DATE:	January 1, 2013
EXPIRATION DATE:	December 31, 2013

THIS AGREEMENT, entered into on the date set forth below, is made by and between the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, CO 81230 ("Gunnison County"), and Montrose County Department of Health and Human Services ("Contractor" or Montrose County), by and through its Board of County Commissioners.

WHEREAS, pursuant to the Colorado Constitution Article XIV, Section 18(2.a.) and C.R.S. 29-1-201, et. seq., any political subdivision of the State of Colorado may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units, provided that such cooperation or contracts are authorized by each party thereto with the approval of its legislative body; and

WHEREAS, Gunnison County is a county government entity that is required by state law to provide certain environmental health services which it desires to contract with Montrose County to perform such services on its behalf, such services are described in Appendix A; and

WHEREAS, Montrose County is a county government entity qualified and able to perform the environmental health services identified in Appendix; and

WHEREAS, the parties to this AGREEMENT desire to reduce to written terms the manner and conditions under which these services will be provided and compensated.

NOW, THEREFORE, in consideration of the above, and in accordance with the mutual terms, conditions, requirements and obligations set forth in this AGREEMENT, Gunnison County and Montrose County, AS CONTRACTOR, agree as follows:

SECTION 1 - SERVICES

Gunnison County agrees to retain Contractor to perform the environmental health services as described in Appendix A. Contractor agrees to provide those services in accordance with the provisions of this AGREEMENT.

SECTION 2 - CONTRACTOR'S RESPONSIBILITIES

2.1 The scope and description of services to be performed by Contractor is set forth in Appendix A attached to this AGREEMENT and incorporated by reference.

2.2 All issues or questions of Contractor about this AGREEMENT arising during the term of this AGREEMENT shall be addressed to the designated Gunnison County Representative identified in Section 3 below.

2.3 All employees, agents, representatives and sub-contractors of Contractor who will have significant responsibility for performance under this AGREEMENT shall be identified to and be subject to approval by the Gunnison County Representative prior to the commencement of any work by these individuals.

2.4 All governmental permits or licenses specified in Appendix A to be acquired by Contractor shall be obtained by Contractor in a prompt and legally sufficient manner and at Contractor's own expense. Upon demand by Gunnison County, Contractor shall provide Gunnison County with evidence of the permits or licenses.

2.5 All services to be performed under this AGREEMENT by Contractor shall be performed in accordance with generally recognized professional practices and standards of Contractor's profession and to the reasonable satisfaction of Gunnison County.

2.6 Contractor may charge the fees set forth in Appendix B to retail food establishments and child care facilities in Gunnison County. Contractor may charge a reimbursement fee for travel expenses related to child care facility inspections.

SECTION 3 - GUNNISON COUNTY RESPONSIBILITIES

3.1 Gunnison County agrees to compensate Contractor as set forth in Section 5 below for services rendered in accordance with this AGREEMENT.

3.2 The Gunnison County Representative is Renee Brown, Director, Gunnison County Department of Human Services, (970) 641-7940. The Gunnison County Representative shall have authority to transmit instructions, receive information and documents and resolve any issues arising out of and reasonably appropriate

to the performance of this AGREEMENT. The Gunnison County Representative shall give Contractor the name of an alternate contact person in the event the Gunnison County Representative is unavailable to respond to Contractor inquiries.

SECTION 4 - TIME OF PERFORMANCE AND DELAY

4.1 The term of services to be provided under this Agreement shall commence as of the effective date of this AGREEMENT and shall be end on December 31, 2013 unless otherwise terminated in accordance with Section 12 below.

4.2 This AGREEMENT may be renewed on an annual basis upon mutual agreement of the Contractor and Gunnison County, funding availability in accordance with Section 6 below.

SECTION 5 – COMPENSATION

5.1 Gunnison County agrees to pay Contractor for the complete and satisfactory performance of services under this AGREEMENT as described in Appendix A in the amount not to exceed $12,722.93.

5.2 Contractor shall provide Gunnison County written evidence of services actually performed and an itemized statement of hourly labor expenses and direct expenses incurred by Contractor each month.

5.3 Unless otherwise agreed upon in writing by Gunnison County, Contractor shall be solely responsible for compensation of third parties, including sub-contractor's, consultants and suppliers, if any who are retained at the request of Contractor to perform this AGREEMENT. Such third parties shall not be considered third-party beneficiaries to this AGREEMENT.

5.4 No payment made under this AGREEMENT shall be conclusive evidence of the performance of this AGREEMENT, either in whole or in part, and no payment, including final payment, shall be construed to be a consent on the part of Gunnison County to accept unsatisfactory or deficient work.

SECTION 6 - FUNDING AVAILABILITY

6.1 Financial obligations of Gunnison County payable after the current fiscal year are contingent on appropriation or budgeting of funds for those obligations. Should the performance of this AGREEMENT continue past the current fiscal year, Gunnison County shall notify Contractor in writing that sufficient funds are available for continuance of Contractor’s performance under this AGREEMENT into the new fiscal year. Unless Contractor is notified in writing of availability of funds prior to the end of the current fiscal year, Contractor shall not commence any work in the new fiscal year for which a new appropriation is required to make payment.

6.2 Montrose County's performance is subject to annual budgeting and appropriation process. Montrose County Environmental Health shall not provide services without financial approval of Montrose County Board of Commissioners.

SECTION 7 - INDEPENDENT CONTRACTOR

Contractor is rendering services as an independent contractor, not as an employee, and shall be accountable to Gunnison County for the ultimate results of its actions, but shall not be subject to the direct supervision and control of Gunnison County, except as otherwise provided herein. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an employee or agent of Gunnison County. Contractor shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors, during the performance of this AGREEMENT. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

SECTION 8 - INSURANCE

8.1 During the entire term of this AGREEMENT, Contractor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

Workmen's Compensation/ Employer's Liability	As required by statute
Comprehensive General Liability (including blanket contractual liability insurance):	
Bodily Injury	$1,000,000 each person $2,000,000 aggregate
Property damage	$600,000
Comprehensive Automobile Liability:	
Bodily Injury	$150,000 each person $600,000 each occurrence
Property damage	$600,000
Professional Liability (if applicable)	Commensurate with risks of services provided under this agreement

8.2 Contractor shall furnish certificates of such insurance to the Gunnison County Representative prior to the performance of this AGREEMENT which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County and which shall name Gunnison County and Hinsdale County as additional insureds.

SECTION 9 – MUTUAL INDEMNIFICATION

(a) To the extent authorized by law, the Contractor and Gunnison County shall defend, indemnify and hold the other free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and court awards including costs, expenses and attorneys' fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to the Contractor's or Gunnison County's intentional or negligent acts, errors or omissions or that of its agents, officers, employees, subcontractors of assignees, whether contractual or otherwise, during the performance of this AGREEMENT and pursuant to its terms. Nothing in this Agreement shall be deemed to waive or otherwise limit the defenses available to the Contractor or Gunnison County pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

(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

SECTION 10 - AUDIT AND INSPECTION

10.1 Contractor shall at all times during the term of this AGREEMENT maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this AGREEMENT, and shall utilize such bookkeeping procedures and practices as will reflect these costs. Books and records shall be subject, at any reasonable time, to inspection, audit or copying by Federal, State or County personnel, or such independent auditors or accountants as are designated by Gunnison County

10.2 Contractor shall permit the Gunnison County Representative or other authorized Federal, State or County personnel, at any reasonable time and with reasonable advance notice, to inspect, transcribe or copy any and all data, notes, records, documents and files of the work Contractor is performing in relation to this AGREEMENT.

SECTION 11 – OWNERSHIP

11.1 All data, plans, reports, notes and documents provided to or prepared by Contractor in performance of this AGREEMENT shall be copied for Gunnison County upon payment of services rendered by Contractor, and shall be delivered upon request to the Gunnison County Representative.

11.2 Except as provided in Section 10 above, all such documents shall remain confidential and shall not be made available by Contractor to any individual or entity without the consent of the Gunnison County Representative.

SECTION 12 - SUSPENSION AND TERMINATION

12.1 Without terminating this AGREEMENT, Gunnison County may suspend Contractor's services following written notice to Contractor. Within five (5) days following receipt of such notice Contractor shall have completed all reasonable measures to cease its services in an orderly manner. Contractor shall be paid for all reasonable costs incurred and unpaid for services rendered through the date services were suspended, but in no case no later than five (5) day after Contractor's receipt of notice of suspension. If resumption of Contractor's services requires waiver or change in this AGREEMENT, the parties must mutually agree to such waiver or change in writing and the writing must be attached as an addendum to this AGREEMENT.

12.2 Gunnison County shall have the right to terminate this AGREEMENT, in whole or in part, at any time during the course of performance by providing written notice to Contractor. Within ten (10) days following receipt of such notice, Contractor shall have completed all reasonable measures to cease its services in an orderly manner. If a new Contractor is retained to complete the services, Contractor will cooperate fully with Gunnison County in preparing the new Contractor to take over completion of the services. Contractor will be paid for all reasonable costs incurred and unpaid for services rendered through the date Contractor was notified of the termination of this AGREEMENT, but in no case will Contractor be paid for services rendered later than ten (10) days after receipt of notice of termination.

12.3 Montrose County shall have the right to terminate this Governmental Agreement without cause on 60 days advanced written notice to Contractor.

SECTION 13 - COMPLIANCE WITH LAWS

At all times during the performance of this AGREEMENT, Contractor shall strictly observe and conform to all applicable federal, state and local laws, rules, regulations and orders that have been or may hereafter be established.

The provisions of this paragraph apply only to the extent that CRS 8-17.5-101, et.seq. is applicable to the services to be performed under this AGREEMENT. Contractor shall not knowingly employ or contract with a subcontractor who employs an "illegal immigrant". Contractor certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this contract. Contractor further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this contract. Finally, Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Gunnison County of Homeland Security).

SECTION 14 - NON-DISCRIMINATION

Contractor shall not hire, discharge, transfer, promote or demote, or in any manner discriminate against any person otherwise qualified and capable because of race, color, sex,

marital status, age, religion, disability or national origin. Contractor agrees to comply with all applicable Federal and State statutes and regulations concerning nondiscrimination.

SECTION 15 - APPLICABLE 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.

SECTION 16 - RIGHTS OF THIRD PARTIES

This AGREEMENT does not and shall not be deemed to confer on any third party the right to the performance or proceeds under this AGREEMENT, to claim any damages or to bring any legal action or other proceeding against Gunnison County or Contractor for any breach or other failure to perform this AGREEMENT.

SECTION 17 - ASSIGNMENTS/SUBCONTRACTS

Contractor shall not assign its interest in this AGREEMENT or subcontract any of the work to be performed under this AGREEMENT without the written consent of Gunnison County.

SECTION 18 - CHANGES OR MODIFICATIONS

19.1 No modification, amendment, notation, change or other alteration of this AGREEMENT shall be valid unless mutually agreed by the parties in writing and executed as an addendum to this AGREEMENT.

19.2 No change order resulting in an increase to the contract price set forth in Section 5 above shall be executed or effective unless the increase is approved by the Gunnison County Representative and the additional funds have been appropriated or otherwise made available. Contractor shall prepare a cost calculation for the additional costs and submit it to the Gunnison County Representative prior to approval of any change order. The Contractor Representative then will arrange for a change order, confirming with Gunnison County that funds have been appropriated or made available to cover the additional costs.

SECTION 19 – SEVERABILITY

If any section, subsection, clause or phrase of this AGREEMENT is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this Agreement.

SECTION 20 - ENTIRE AGREEMENT

This AGREEMENT, including attached Appendices, constitutes the entire understanding of the parties. At the time of execution of this AGREEMENT, there are no other terms, conditions, requirements or obligations affecting this AGREEMENT that are not specifically set forth herein.

SECTION 21 – APPENDIX A

The following appendix is attached to and made a part of this AGREEMENT:

Appendix A: Service type and number of units of service and cost of service.

_____

Gunnison County Manager Date

_____

Contractor Date

APPENDIX A
2013

The following units of service, service type, and reimbursement amount are noted below. The following also reflects services provided to Gunnison County through funding from the West Central Public Health Partnership which is a separate agreement and funding source. Reimbursement thorough this Agreement is not to exceed $12,722.93.

Environmental Health			Total Cost	Grant/Fees	Gunnison Co. Charge
Air Quality- *ambient air samples, indoor air complaints, air watch notification, asbestos*		Inspect Presentations			
		T.A/ investigation			
		samples			
Child Care	9	inspections	1620		
		investigation	0		0
		plan reviews	0		0
Drinking Water Services - *Non-Community groundwater inspections, water system sampling*		samples			
		inspections			
		consultations			
Emergency Response- *all hazards planning, BT planning*		investigation	0		0
		sampling	0		0
		consultations	0		0
Epidemiology		investigations	0		0
		consultations			
Food Service- *Restaurants, Grocery stores, Institutions, Manufacturers*	250	inspections	45000		
	12	investigations	2160		
	12	plan reviews	2160		
		classes	0		0
		participants	0		0
Plague		investigations			
		samples			
Public Nuisance		inspection/TA			
	2	investigations	360		
General consultation	12		600		
Clerical support (hours)	790		4685		0
Regional Health Services			$56585		
CDPHE			0	$5,000	
Radon			0		
Fees/other revenue				$38,000	
Other Funding Sources:			0		

County Share:			0		$12,722.93
			0		
			0		

APPENDIX B:

Fee Schedule

<u>Retail Food</u>

1. **Plan review application fee.**
   $100.

2. **Plan review and pre-opening inspection.**
   Actual cost of such review at $36/hour, which shall not exceed $580.

3. **Review of HACCP plan of a specific written process.**
   Actual cost of such review at $36/hour, which shall not exceed $100.

4. **Review of a HACCP plan for a process already conducted at a facility.**
   Actual cost of such review at $36/hour, which shall not exceed $400.

5. **Services requested by any person seeking review of a potential retail food establishment site.**
   $75 or actual cost of such review at $36/hour, whichever is greater.

6. **Food protection services provided to special events.**
   Actual cost of such services at $36/hour.

7. **Any requested service not specifically set forth in this section.**
   Actual cost of such service at $36/hour.

<u>Child Care</u>

8. **Child care facility inspection.**
   $72 per inspection.