AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Agreement for Independent Contractor Services; Patriot Planning, LLC; 7/15/14 thru 8/31/14; Up to $5,451.50

Action Requested: County Manager Signature

Parties to the Agreement: Patriot Planning and Gunnison County

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

Summary:
This is the contract between Patriot Planning and Gunnison County for Patriot Planning to manage the 2011 Homeland Security Grant.

Fiscal Impact: $50/hr not to exceed $5,451.50

Submitted by: B.Lucero for S.Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

The funding will be covered by the Homeland Security grant 100%, and not exceed the $5451.50 award.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/1/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 7/8/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 7/9/2014

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

Agenda Date: 7/15/2014 Follow Up Agenda Date:

Revised April 2013

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement is entered into on the ____ day of June, 2014, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia Avenue, Gunnison, Colorado 81230 (hereinafter referred to as "Gunnison County"), and Patriot Planning, LLC, whose address is PO Box 520, Montrose, CO 81402 (hereinafter referred to as "Contractor").

A. PURPOSE AND OBJECTIVE.

WHEREAS, on March 30, 2014, the State of Colorado Department of Public Safety, Division of Homeland Security and Emergency Management awarded to Gunnison County a Grant Agreement, Routing No. SHSP 11SHS14WR in the amount of $29,878.43, hereinafter referred to as the "Grant Agreement" for the projects outlined in the Grant Agreement; and

WHEREAS Contractor is desirous to provide services to assist with completion of the 2011 State Homeland Security Grant projects described below in accordance with applicable grant guidance, budget, and policies:

Gunnison County Satellite Communications System - This project will purchase a satellite communications system for the Mobile Incident Command/Communications vehicle owned by the Gunnison County Sheriff's Department.

Ouray County Incident Command Trailer - This project will purchase a multi-use, portable incident command trailer and some supplies for deployment in Ouray County and throughout the region (hereinafter referred to as "Services").

WHEREAS, Gunnison County wishes to engage Contractor for said Services.

B. AGREEMENT.

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services. All work under this Agreement shall be performed in a timely manner by Contractor and in accordance with generally accepted professional standards and all applicable federal, state and local laws and regulations affecting the Services or the subject matter hereof. Both parties acknowledge that this is a non-exclusive Agreement.

Gunnison County shall diligently pursue all pre-requisites for the performance of

services by Contractor, so as not to unreasonable delay Contractor's performance. Such pre-requisites include, but are not limited to, Gunnison County obtaining, and forwarding to Contractor, or necessary vendor information.

2. TERM.

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

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Emergency Management – Education and Support strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

(a) Gunnison County shall reimburse the Contractor at a rate of $50 per hour plus expenses not to exceed $5,451.50. The Contractor will track hours and activities performed and will advise Gunnison County when the allocated contract amount is drawing near. Any amendment to the compensation shall be made in writing, upon mutual consent of the parties.

(b) Gunnison County shall pay the Contractor for services rendered within 30 calendar days of the date on any invoice. Should Gunnison County fail to pay the Contractor the full amount specified in any invoice within 30 calendar days of the invoice's date, a late fee equal to $15 shall be added to the amount due for every calendar month following the invoice's date.

(c) For any funds not being provided via grant awards/agreement, this Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to Consultant pursuant to paragraph 13 of this Agreement.

5. 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 during the term of this contract.

(a) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence $350,000.00; and for an injury to two or more persons in any single occurrence, the sum of $990,000.00.

(b) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $350,000 for any injury to one person in any single occurrence and in an amount no less than $990,000 for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor 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 Contractor or its employees, subcontractors or agents in connection with this Agreement.

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

8. DISCRIMINATION.

Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally,

Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

(c) Contractor certifies that she 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) Contractor 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) Contractor agrees to comply with the provisions of C.R.S. §8-17.5-101 et seq.

10. ADA COMPLIANCE.

Contractor assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. MISCELLANEOUS.

(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 Gunnison County of

governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor 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.

13. 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, Contractor shall be entitled to compensation for Services performed up to the time of termination, per the compensation terms outlined above.

14. NOTICES.

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

Contractor: Patriot Planning, LLC
Attn: Christy Laney
PO Box 520
Montrose, CO 81402

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.

15. 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.

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

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.

17. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

PATRIOT PLANNING, LLC

By: _____
Christy Laney