AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract; Rise Above Colorado

Action Requested: County Manager Signature

Parties to the Agreement: Rise Above and Gunnison County

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

Summary:

contract for services - presentations

Fiscal Impact:

Submitted by: Kari commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, can be covered in existing budget. ln

Reviewed by: Discharge Date: 10/31/2019

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

Comments:
ok db 10/24/19

Reveiwed by: Discharge Date: 10/31/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 10/31/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 11/5/2019

Revised April 2015

TECHNICAL ASSISTANCE & TRAINING CONTRACT

This Technical Assistance & Training Services Agreement (the "Agreement") is entered into as of the 10th day of October, 2019 (the "Effective Date"), by and between Colorado Meth Project, Inc. (DBA Rise Above Colorado), a nonprofit corporation organized and existing under the laws of the State of Colorado with an address at 11880 Upham Street, Suite F, Broomfield, CO 80020 ("Service Provider"), and Gunnison County, with an address at 200 E Virginia Ave, Gunnison, CO 81230 ("Client"). Service Provider and Client shall each be referred to individually herein as a "Party," and collectively as the "Parties."

WHEREAS, Client desires to receive technical assistance and training services from Service Provider for use in delivering Client's Communities That Care program in connection with the mutual goals shared by Service Provider and Client;

WHEREAS, Service Provider and Client mutually agree upon the scope of work as described in Exhibit A, which is incorporated herein by reference (collectively, the "Scope of Work");

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1 **SERVICES.**

During the Term, and in accordance with the terms and conditions of this Agreement, Service Provider shall deliver the Scope of Work as described in Exhibit A. In addition, Service Provider may create customized versions of the Scope of Work in response to Client's requests and needs (the "Tailored Scope of Work"). Client shall provide any requests for Tailored Scope of Work to Service Provider for Service Provider's review and approval, which approval may not be unreasonably withheld. For each request made by Client for a Tailored Work, (i) Service Provider shall use reasonable efforts to accommodate Client's reasonable requests for Tailored Scope of Work, (ii) the Parties shall work together to establish the timing and deadline for preparing the Tailored Scope of Work, taking into account the needs and requirements of Client's client who has requested the Tailored Work, and (iii) the Parties shall negotiate the fees, if any, to be paid by Client to Service Provider or its vendors for such Tailored Scope of Work, which fees shall be subject to mutual agreement of the Parties. Service Provider shall be the sole and exclusive owner of the Tailored Scope of Work and, to the extent any ownership rights in the Tailored Scope of Work vest in Client, Client hereby assigns to Service Provider all right, title and interest in and to the Tailored Scope of Work. Tailored Scope of Work, immediately upon creation, shall be included in this Agreement's definition of Scope of Work and licensed to Client hereunder on the same terms as all other programs included in the Scope of Work.

2 **FEES.**

During the Term, Client shall pay to Service Provider a fee of $2,500 (the "Fee"). Service Provider will invoice Client for the entire fee at the completion of the Scope of Work. All invoices will be due within thirty (30) days after the date set forth on the applicable invoice. We understand that the Client is tax-exempt. A late fee of one and one half percent (1.5%) per

month, or the maximum amount permitted under applicable law, will be added to any outstanding balance owed by Client more than thirty (30) days after the date of the relevant invoice. Service Provider reserves the right to suspend Client's access to all or part of the Intellectual Property, or terminate this Agreement immediately upon notice, in the event that Client does not pay an invoice when due or Service Provider determines, in its sole and absolute discretion, that the Client is unable to make timely payment.

3 OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1 Client agrees and acknowledges that Service Provider is the sole and exclusive owner of all Trademarks, including all goodwill associated therewith, and agrees that it will do nothing inconsistent with such ownership. Client further agrees and acknowledges that all use of the Trademarks by Client shall inure to the benefit of, and be on behalf of, the Service Provider. All use of the Trademarks by Client shall be in accordance with: (i) Service Provider's reasonable policies regarding advertising and trademark usage as established from time to time; and (ii) Service Provider's policies on quality standards regarding the maintenance of the quality of the goods and services sold or offered under the Trademarks as established from time to time. Service Provider shall be solely responsible for the payment of all expenses related to any registrations for its Trademarks, including application and maintenance fees.

4 TERM; TERMINATION.

4.1 This Agreement shall commence on the Effective Date and will continue in effect until December 31, 2019 (the "Term").

4.2 Either party may immediately terminate this Agreement if the other party: (i) becomes insolvent; (ii) files a petition in bankruptcy or an involuntary petition in bankruptcy is filed against the party; (iii) makes an assignment for the benefit of its creditors; (iv) is subject to the appointment of a trustee, receiver or other custodian for its property; or (v) materially breaches its obligations hereunder, which breach is not remedied within thirty (30) days following written notice to the breaching party of such breach. Additionally, Service Provider or Client may terminate this Agreement for any reason or no reason upon thirty (30) days' notice to the other party.

5 CONFIDENTIALITY.

Provision of the Intellectual Property and/or the services contemplated hereunder may require Service Provider to provide Client with access to Service Provider Confidential Information. Further, Service Provider may have access to or be given Client's Confidential Information. As used in this Agreement, the term "Confidential Information" means any information specifically designated as proprietary and/or confidential, or which should, by its nature, reasonably be understood to be proprietary and/or confidential, received by a Party ("Receiving Party") from the other Party ("Disclosing Party"), together with all copies and derivatives thereof. Receiving Party acknowledges that Confidential Information is confidential and proprietary to the Disclosing Party, and is intended for use by Receiving Party solely for the purpose of performing Receiving Party's obligations under this Agreement. Receiving Party

agrees to keep the Confidential Information in a secure place with restricted access. Receiving Party further agrees to maintain it as confidential and use the same degree of care to protect the Confidential Information as Receiving Party uses to protect its own Confidential Information of a similar nature, provided it is not less than reasonable care. The Receiving Party agrees to restrict access to the Confidential Information to its duly authorized officers, employees, directors, attorneys, accountants, contractors, and other representatives or agents (collectively, "Representatives") who need to know such information to assist Receiving Party with its performance under this Agreement. Receiving Party shall be responsible for any action or inaction of its Representatives, which, if done by Receiving Party would be a breach of this Agreement. Unless otherwise provided in this Agreement, all Confidential Information delivered by Disclosing Party to Receiving Party pursuant to this Agreement shall be and remain the property of Disclosing Party, and all Confidential Information, and any copies or derivatives thereof, shall be promptly returned to the Disclosing Party, at Disclosing Party's option, destroyed, upon Disclosing Party's written request at any time. Except as expressly provided by this Agreement, or as otherwise agreed by the Parties in writing, Receiving Party shall not transfer any Confidential Information to a third party. The term "Confidential Information" shall not include information that (i) becomes available to the public other than through a disclosure by the Receiving Party, (ii) is lawfully known to the Receiving Party prior to its disclosure by the Disclosing Party, (iii) is developed independently by the Receiving Party without using the Confidential Information or otherwise violating its obligations hereunder, or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party. In the event that the Receiving Party is ordered, by law, rule, regulation, governmental agency or court of competent jurisdiction, to disclose Confidential Information of the Disclosing Party, or the existence or terms of this Agreement, the Receiving Party will provide prompt notice of such order to the Disclosing Party and cooperate with and assist the Disclosing Party, at the Disclosing Party's cost and expense, so that the Disclosing Party may limit the scope of any disclosure.

6 ENFORCEMENT.

Service Provider shall have the sole right and responsibility, in its reasonable discretion, to enforce rights in the Scope of Work and shall retain any recovery it obtains in any such enforcement activity. Client, however, will promptly notify Service Provider of any infringement, misappropriation or other legal claim concerning the Scope of Work of which it becomes aware and shall reasonably cooperate with Service Provider, at Service Provider's cost, in any such enforcement activity.

7 NOTICES.

Any notice or communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given: (i) on the day of service if served personally or delivered by facsimile which is confirmed in writing; (ii) three (3) days after mailing if mailed by first class mail, registered or certified, postage prepaid; or (iii) the next business day if sent by a reputable overnight courier, to the relevant address set forth above or any other address that a party designates by providing notice.

8 AMENDMENT; ASSIGNMENT; BINDING EFFECT.

This Agreement may be amended or modified only by a written instrument signed by the Parties hereto. Neither party shall not assign or transfer this Agreement, in whole or in part, or any of such party's rights or obligations hereunder, to any other person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

9 INDEPENDENT CONTRACTOR.

No agency, partnership or joint venture is hereby established; each party shall act hereunder as an independent contractor. Neither Client nor Service Provider shall enter into, or incur, or hold itself out to third parties as having authority to enter into or incur on behalf of the other party any contractual obligations, expenses or liabilities whatsoever.

10 WAIVER; SEVERABILITY.

The failure of a party hereto to insist in any instance upon the strict and punctual performance of any provision of this Agreement shall not constitute a continuing waiver of such a provision. No party shall be deemed to have waived any right, power or privilege under this Agreement or any provisions hereunder unless such waiver shall have been in writing and duly executed by the party to be charged with such waiver, and such waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the waiving party or the obligations of any other party in any other respect or at any other time. If any provision of this Agreement shall be waived, or be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain binding and in full force and effect.

11 GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of Colorado without regard to that state's conflict of law analysis. Each of the Parties to this Agreement hereby irrevocably and unconditionally submits to the jurisdiction of the United States District Court for the District of Colorado or any state court of competent jurisdiction sitting in Denver County, Colorado for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, and agrees not to commence any legal proceedings related thereto except in such court. Service of process in any such proceeding may be made by certified mail, return receipt requested, or its international equivalent, directed to the respective party at the address at which it is to receive notice as provided herein. Each of the Parties to this Agreement irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.

12 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, either oral or written, with respect thereto.

13 **INTERPRETATION.**

The terms and conditions set forth in this Agreement have been arrived at after mutual negotiation, and it is the intention of the Parties that its terms and conditions not be construed against any party merely because it was prepared by one of the Parties.

14 **HEADINGS.**

The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

15 **COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until each of the Parties named below has duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by any party by facsimile or electronic mail is binding upon the other parties as an original. All Parties agree that a photocopy of such facsimile or electronic copy may also be treated by the Parties as a duplicate original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the Effective Date set forth above.

Rise Above Colorado	**Gunnison County**
By: _____	By: _____
Kent MacLennan	
Its: Executive Director_____	Its: _____

*** Signature Page for Intellectual Property License Agreement ***

EXHIBIT A

GCSAPP
SCOPE OF WORK

PACKAGE COST: $2,500*
TIMELINE: October 15, 2019- December 31, 2019

YOUTH & PARENT ENGAGEMENT ACTIVITIES SUPPORT

Planning and on-site delivery of Numbers & Norms presentation with youth and parents, plus youth sign- and print-making activity to create local teen-generated content in Gunnison and Crested Butte, with peer facilitation by members of RAC's Teen Action Council. Sessions include:

- *One hour planning call to orient GCSAPP staff on delivery of "Numbers & Norms" presentation to youth and execution of "Fill Your World With Good" sticker campaign*
- *On-site facilitation of "Hope & Concern; Numbers & Norms" presentation for parents and youth, followed by breakout sessions*
    - *For Parents: An abbreviated version of the "Not Prescribed" resource about prescription drugs (www.NotPrescribed.org)*
    - *For Youth: participatory 60-minute sign- and print-making activity for youth that incorporates positive community norms messaging with local data adaptations as appropriate. Completed posters can be distributed to youth participants or displayed as individual and/or group installation in public places.*
        - *Rise Above Colorado staff member will facilitate sessions and guide youth participation with support from GCSAPP staff**. Rise Above staff will ensure that work area is protected from stains and spills to the best of its ability.*
        - *Rise Above Colorado staff will document and publish photos from workshops on its social media channels and will make provisions for Client to share this information through its own social media channels. Rise Above asks Client to ensure that photo releases are in place for participants or that information is provided to identify individuals who may not be photographed. Any messages/photos created will not be released to the community in any form without GCSAPP approval.*

Scheduled Dates: December 4-5, 2019

** Package cost includes all of Rise Above Colorado's expenses, such as travel, meals, materials and training supplies, including paint, stencils and brushes.*

***Additional costs would be required if a second Rise Above staff member is required.*

FUTURE SCOPE OF WORK AND ADDITIONAL COLLABORATION OPPORTUNITIES

- *Social media posting and social norming campaign implementation technical assistance/training*
- *Peer engagement strategy and structure to engage college-aged youth*