AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Community Builders

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** 12/31/2020 **Grant Contract #:**

Summary:

Contract for recovery planning work with Community Builders

Fiscal Impact: 27000

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, amount is in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/22/2020

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

Comments:
ok db 7/29/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/29/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/31/2020

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

Agenda Date: 8/4/2020

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 17th day of July, 2020, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, CO 81230 (herein "Gunnison County") and Community Builders, whose address is 817 Colorado Avenue, #200, Glenwood Springs, Colorado 81601 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services regarding the Gunnison Valley Recovery Plan as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix A ("Services").

Gunnison County desires to engage Contractor 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. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor 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.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2020, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Short and Long-Term Economic Recovery strategy, as outlined in the Gunnison Valley Recovery Plan.

4. COMPENSATION, BONUS AND EXPENSES.

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In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees not to exceed Twenty-Seven Thousand and No/100 U. S. Dollars ($27,000.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

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 pursuant to paragraph 14 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.

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement. This requirement shall apply only to W-2 employees.

b. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence. NOTE: This requirement will apply only to hired/non-owned vehicles. Contractor and subcontractors shall not use personal vehicles for performance of this Agreement.

6. INDEPENDENT CONTRACTOR.

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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 IT RELATED 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 prior to such termination.

8. DISCRIMINATION.

The 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 Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

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b. Contractor certifies that Contractor 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 it does not now knowing employ or contract with an unauthorized immigrant who will perform work under this Agreement, and that Contractor will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all Contractor's employees who are hired to perform work under this Agreement.

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.

The 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 exclude 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.

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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 prior to the date of termination, per the compensation terms outlined in Exhibit A.

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: Clark Anderson, Executive Director
Community Builders
817 Colorado Avenue, #200
Glenwood Springs, Colorado 81601

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.

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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 of Colorado District Court, Gunnison County, Colorado.

16. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may 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: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: Jillian Sutherland

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Gunnison Valley Recovery Plan
Scope of Work for Phase 1 – Laying the Groundwork

This scope of work is for Community Builders to work with the One Valley Leadership Committee to initiate a regional economic recovery project that furthers the goals of the One Valley Prosperity Project while responding to more immediate impacts of COVID-19 in the Gunnison Valley.

The project is conceptualized in two phases. The first phase, "Laying the Groundwork," takes place over the summer during mid-term recovery efforts. The goal of this phase is to position the community for successful long-term recovery planning through strategic engagement, data collection, analysis and communications. This phase concludes with strategic planning to inform the scope of the second phase: "Long-Term Recovery Strategy." The graphic below summarizes both phases.

Much of the work in Phase 2 will be defined in Phase 1, so the rest of this scope only addresses Phase 1.

Project Budget for Phase 1

The total estimated budget for Phase 1 of the project is **not to exceed $27,000**. This cost covers Community Builders' staff time, office and software costs only**.** If this project were to be completed with Community Builders' normal rates, the project cost would be nearly three times more expensive, making the project approach cost-prohibitive. By covering only CB's base costs, we are able to accomplish a deeper scope, including the analysis, engagement and communication work that the project needs to be as impactful as possible.

Because of the rapidly changing and unpredictable nature of the pandemic, this scope is designed to be as nimble as possible, particularly as we shift into long-term recovery planning. As such, only the pre-launch and assessment phases, referred to as "Laying the Groundwork," are scoped in detail within this document and will take place during mid-term recovery efforts over the summer. The final task within this phase focuses on refining the scope for the second phase of the project, which focuses on long-term recovery strategy development.

Pre-Launch: Project Start-Up

The pre-launch phase focuses on developing the structure, leadership, strategy and communications needed to complete a successful project.

Task 0.1: Scope, Budget and Funding Agreements

Develop and execute the scope of work, budget and funding agreements for the project.

Task 0.1 Budget: $1,300

Task 0.2: Project Leadership Development

This project will utilize a team approach that will be comprised of the project management team, the One Valley Leadership Committee (OVLC) and targeted working groups (scenario planning team, research team, etc.). This task will solidify the roles and responsibilities of each of these teams.

Task 0.2 Budget: $380

Task 0.3: Process Design

This task is focused on developing the systems to ensure that the purpose and process for the Project is effectively and consistently communicated to the community and to ensure that the community is actively engaged with the Project. The project management team, with support from the OVLC, will develop a communications, engagement and outreach strategy. The strategy will identify the parties responsible for the various communication and outreach tasks required for the Project. The local project management team will lead the implementation of the communications, engagement and outreach strategy with support from CB.

Project 0.3 Budget: $1,600

Task 0.4: Project Communications

Communications in this phase will focus on communicating the purpose and approach of the Project to key partners as well as the community.

Task 0.4 Budget: $536

Task 0.5: Project Management

Weekly project management meeting and participation in OVLC meetings as-needed, and a system for project tracking and internal communications.

Task 0.5 Budget: $1,406

Key Activities and Deliverables	Timeline
1) Final Scope, Budget, Funding Agreements	May 2020
2) OVLC Meeting Materials	May 2020
3) Project Mgmt: Weekly Calls, Project Tracking	May 2020
4) Communications Materials – language/branding	May 2020
5) Communications, Engagement & Outreach Strategy	May 2020

Total Pre-Launch Budget: $5,250

Phase 1: Laying the Groundwork

The purpose of this phase is to develop an understanding of the current economic conditions and trends to assess where the Valley is at today and where it is headed under different scenarios.

Task 1.1: Scenario Analysis

This task focuses on the analysis of a handful of scenarios to assess potential impacts on businesses and residents. This will help inform mid-term strategies for getting through the summer season as well as scenario development to assess who and what sectors are most at risk during long-term recovery planning.

Task 1.1 Budget: $2,000

Task 1.2: Research & Analysis

Develop a baseline for economic and social health by learning through surveys, focus groups, and economic and demographic data. Additionally, CB will facilitate conversations with local policymakers to assess how current policy is responding to top issues identified.

CB will design a system for data collection, monitoring, management, and analysis that will make up an Information Dashboard, an online tool that will house information on local economic conditions which will be integrated into the COVID-19 Gunnison County web page. CB will work with the Research Team to finalize indicators and metrics for tracking that will be used to create the system. CB will coordinate with the Research Team and OVLC in developing these systems to address any challenges related to data collection/management, and ensure data and analysis can be integrated into relevant websites.

Task 1.2 Budget: $7,600

Infogram Subscription for Economic Dashboard: $600

Task 1.3: Communications & Engagement

Community engagement efforts in this phase will focus on seeking community input about the issues, needs, challenges and opportunities that exist in relation to the pandemic.

Communications in this phase will focus on sharing the findings of research and analysis efforts with the community and will support the OVLC in sharing scenario planning tools with the local business community.

The OVLC also identified the need to create a feedback loop to ensure that both critical information is getting out to the entire community and that there is ample opportunity for the community to provide input on their challenges and needs. CB will facilitate discussions on local communications efforts to identify areas for improvement in information dissemination and community feedback.

An optional add-on task could be the development of an updated OVPP website to serve as a hub for

communications for long-term recovery planning efforts.

Task 1.3 Budget: $7,900
Squarespace Subscription for Website: $250

Task 1.4: Strategic Planning
Apply learning to adapt scope and approach for long-term economic recovery plan (Phase 2). Establish working groups and committees that will guide strategy development.

Task 1.4 Budget: $1,000

Task 1.6: Project Management
Weekly project management meeting and participation in OVLC meetings as-needed.

Task 1.5 Budget: $1,600

Key Activities and Deliverables	Timeline
1) Survey, Focus Group Tools	May 2020
2) Scenario Development	May 2020
3) Data Collection, Monitoring and Analysis System	May/June 2020
4) Build Information Dashboard	May/June 2020
5) Webinar/PPT Overview of Findings	August 2020
6) Refined Phase 2 Scope: Long-term Recovery	August 2020
7) Project Management, Weekly Calls, OVLC Mtgs	Ongoing

Task 1 Total Budget: $20,950

Projected Total Phase 1 (Laying the Groundwork) Budget: $26,200