

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the "Contract") is made and entered into this 26 day of June 2023, by and between the BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, STATE OF COLORADO (the "County"), and 50 JT-School District authorized to do business in Colorado.

RECITALS

WHEREAS, the County is undertaking certain activities regarding CORE; and,

WHEREAS, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and,

WHEREAS, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. **LINE OF AUTHORITY:** Isabel Vita, Archuleta County Department of Human Services Director, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.
2. **SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.
 - a. The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Contract upon execution.
 - b. The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.
3. **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept

payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is One Hundred Thousand Dollars (\$100,000.00) through FY2024. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Contract outside the current fiscal year, which have not yet been appropriated, are subject to future annual appropriation of funds for any such proposed expenditure.
5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:00 AM on July 1st, 2023 and terminate at 11:59 PM on May 31st, 2024. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
6. **INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.
7. **CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.
8. **INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save

harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Contract. The Contractor is not obligated under this section 9 to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

10. **INDEPENDENT CONTRACTOR:** The County and the Contractor each expressly agree and understand that they are creating an independent contractor relationship, and that Contractor shall not be considered an employee of the County for any purpose. Contractor is not entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other benefits provided by the County to its employees. Contractor is exclusively responsible for all Social Security, self-employment, and income taxes, disability insurance, workers' compensation insurance, any other statutory benefits otherwise required to be provided to employees, and all fees and licenses, if any, required for the performance of the services hereunder. Contractor is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees, of the Contractor for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

11. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

12. **ASSIGNMENT:** The Contractor covenants and agrees that, other than those subcontractors identified in the Scope of Work, Exhibit A, attached and incorporated herein, it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

13. **COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.
14. **OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.
15. **ASSIGNMENT OF COPYRIGHTS:** The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.
16. **TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

17. **NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

To the County:	Isabel Vita Director PO Box 240 Pagosa Springs, CO 81147
With a copy to:	Todd A. Weaver, Esq. Archuleta County Attorney's Office PO Box 1507 / 398 Lewis Street Pagosa Springs, CO 81147
To the Contractor	Rick Holt Superintendent PO Box 1498 Pagosa Springs, CO 81147

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until the actual receipt of written notification.

18. **NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

19. **GOVERNING LAW; VENUE:** The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Archuleta, State of Colorado. Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

20. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and

shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

21. **SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.
22. **NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.
23. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Contract or services performed pursuant to this Contract in any Contractor's advertising or public relations materials without first obtaining the written approval of the Authorized Agent. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager and the Board of County Commissioners.
24. **PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

1 st	This Contract
2 nd	Request for Proposal (RFP) # _____
3 rd	Exhibit C ~ Insurance Requirements
4 th	Exhibit A ~ Scope of Services
5 th	Exhibit B ~ Method of Payment
6 th	Response to Request for Proposal (RFP) # _____
25. **HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.
26. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.
27. **INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met by providing a current Certificate of Insurance and attaching it to this Contract and shall provide updated

information to the County in the event any changes are made to the Contractor's insurance coverage during the term of this Contract.

28. **COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.
29. **FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of force majeure. Any time limit shall be extended for the period of any delay resulting from any force majeure, or this Contract may be terminated if such delay makes the performance of the Contract impossible or impracticable. Force majeure shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.
30. **SIGNATORY AUTHORITY:** Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Contract.

IN WITNESS WHEREOF, the County and the Contractor have executed this Contract as of the above date.

CONTRACTOR

By: [Signature]

Printed Name: Rick Holt

Title: Superintendent

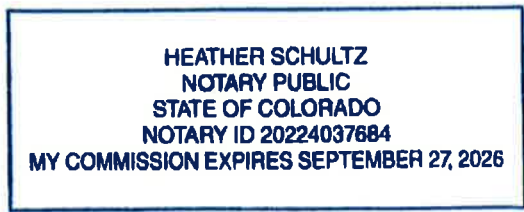
Date: 6/26/23

Signature of Notary Public Required:

State of Colorado)

) ss.

County of Archuleta)



The foregoing was acknowledged before me this 26th day of June, 2023, by Rick Holt.

Notary Public: [Signature]

My commission expires: Sept. 27, 2026

COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF ARCHULETA COUNTY,
COLORADO**

ATTEST:

County Clerk & Recorder

(Affix County Seal)

By: _____
Ronnie Maez, Chairman

Date: _____

Exhibit A
SCOPE OF SERVICES

- a. Archuleta County Department of Human Services will determine imminent at-risk/out of home placement criteria for the program.
- b. DHS will be responsible for completing the Risk/Safety Assessment, Maintenance of Effort, Family Service Plan, Treatment Plan and contact notes in the TRAILS data base.
- c. The Archuleta County Child Protection Caseworker Supervisor will meet monthly with the Day Treatment Staff to monitor provision of contracted services.
- d. DHS will meet monthly with children and bi-monthly with children and family in their homes.
- e. DHS will pay the Archuleta County School District 50 JT after receipt of billing statement for services and monthly written report rendered satisfactorily and in accordance with this Contract.

The Archuleta School District 50 JT's Obligations:

- a. Comply with CORE services program rules. The program is referenced in Colorado Department of Human Services (CDHS) Section 7.303.1 to 7.303.17 (12 CCR 2509-4) as the Core Services Program.
- b. Provide the services of a teacher, as needed, a therapist, and a teacher's aide.
- c. Ensure staff meet the following education/experience credentials
 - To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements;
 - The professional shall be a licensed/certified psychiatrist, psychologist, clinical social worker, marriage and family therapist, or other Master's level counselor eligible to provide the service and registered with the Colorado Department of Regulatory Agencies.
- d. Ensure staff members will understand child development, knowledge of psychopathology, experience working with children who have significant emotional challenges and behavior.
- e. Must provide monthly written progress reports to DHS.
- f. Number of children that meet the imminent at-risk/out-of-home placement criteria that are participants in the Day Treatment Program.
- g. Progress reports of children that meet the imminent at-risk/out-of-home placement criteria that are in the Day Treatment program.
- h. Reports of parent participation
- i. Any problems that arise with children who are participants in the program, i.e. expulsion from school or behavior issues.
- j. Must be available to meet monthly with the DHS Child Protection Caseworker Supervisor.
- k. Must participate in the design of client services through a needs assessment and discussion with the Archuleta County Child Protection Staff.
- l. Must attend provider meetings with professionals involved with the child.

- m. Must collaborate with other agencies and probation to coordinate client care plans.
- n. Must ensure staff passes the security clearance required for all human services personnel that work with children, such as finger printing, background checks, and the DHS background checks.
- o. Must provide a summer program component in order to meet with enrolled students during summer months.

Exhibit B
METHOD OF PAYMENT

The Contractor shall supply the County with a completed IRS W-9 Form. Payments shall be made by warrants payable to the trade or business name of the Contractor, if an EIN number is listed on the form, or to the name of an individual (if a Social Security number is listed on the form).

The Compensation referred to herein shall be drawn monthly. The monthly amount paid will be based on the monthly activity report that will accompany monthly invoices. The Contractor agrees to supply an invoice and monthly reports no later than the 10th day of the month following the month services were provided, indicating that the services have been provided for the prior month. Under no circumstances shall the DHS pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve DHS of payment of those respective services.

Exhibit C
INSURANCE REQUIREMENTS

1. The Contractor agrees to procure and maintain with insurers with an A- or better rating as determined by A.M. Best's Key Rating Guide, at its own expense, the following policies of insurance:

a. **Workers' Compensation Insurance & Employers Liability** to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000.

b. **Commercial General Liability** insurance with minimum combined single limits of ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$1,195,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate. This insurance will apply as primary insurance. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury, blanket, contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

c. **Commercial Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the services. The policy will contain a severability of interests provision.

2. **Certificates of Insurance.** The required Commercial General Liability and Commercial Automobile Liability policies will name Archuleta County, its officers and employees as additional insured and provide for a waiver of subrogation in favor of Archuleta County, Colorado. The required Workers' Compensation Insurance policies will name Archuleta County as a Certificate Holder. The certificate(s) of insurance will be attached to this agreement as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. Any notices, within 20 days of cancellation or termination will provide an email notice to:

Chad Eaton
Finance Director/Acting Procurement Officer
Archuleta County
P.O. Box 1507
Pagosa Springs, CO 81147
ceaton@archuletacounty.org

3. **Failure to Procure or Maintain Insurance.** The Contractor will not be relieved of any liability, claims, demands, or other obligations, assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Archuleta County may immediately terminate this contract.

4. **Deductibles and Coinsurance.** The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-retention. The Contractor will indemnify Archuleta County, in full, for any amounts related to the above.

5. **Governmental Immunity.** The parties hereto understand and agree that Archuleta County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. as from time to time amended, or otherwise available to Archuleta County, its officers, or its employees.

Approved by:  Dated: 7/25/23
Chad Eaton
Finance Director/Acting Procurement Officer

Certificate of Coverage



07/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE, AND THE CERTIFICATE HOLDER.

Member: ARCHULETA COUNTY SCHOOL DISTRICT 50JT
Attention: Mike Hodgson
Mailing Address: PO BOX 1498
PAGOSA SPRINGS, CO 81147
Policy Number: 0450-23-00030
Policy Period: 07/01/2023 to 07/01/2024

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE COVERAGES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, DEFINITIONS AND CONDITIONS OF SAID COVERAGE FORMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Coverages		Limits/Deductibles
School Entity Liability Coverage Occurrence Form	Each Occurrence, School Leaders Wrongful Act & Employment Wrongful Act Annual Aggregate Limit Medical Expense (Per Person/ Per Accident)	\$5,000,000 \$15,000,000 \$1,000/\$10,000
School Auto Coverage Any Auto, Hired and Non-Owned Medical Payments Auto Physical Damage Coverage	Limit Per Accident Limit Per Person Auto Physical Damage Deductible	\$5,000,000 \$5,000 \$1,000
Property Coverage Special Form	Building/Business Personal Property Limit Property Damage To Premises Rented To You	\$109,477,836 \$500,000

Description of Operations/Locations/Vehicles/Special Items

Certificate Holder has been included as an Additional Insured on the Member's School Entity Liability Coverage for "bodily injury", "personal injury" or "property damage" caused by the Member's negligence if required by written contract or agreement subject to the policy terms and conditions with respects to use of the Fairgrounds Exhibit Hall for ACT Testing.

Certificate Holder:

Archuleta County
PO Box 1507
Pagosa Springs, CO 81147

Cancellation: SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE, WE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative