

**CONTRACT FOR PROFESSIONAL SERVICES
MONTROSE COUNTY, AS FISCAL AGENT FOR THE SOUTH WEST
COLORADO OPIOID REGIONAL COUNCIL AND
UNITED WAY OF MESA COUNTY**

This Contract, entered into this _____ day of _____, 2023, by and between Montrose County, as fiscal agent for the South West Colorado Opioid Regional Council (hereinafter “SWCORC”), and United Way of Mesa County (hereinafter “Contractor”), provides as follows:

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibit A, incorporated herein by this reference. Specifically, United Way of Mesa County states it:
 - Has reviewed the completed two year plan that SWCORC has submitted, which details funding priorities and goals/objectives;
 - Will incorporate the requirements, goals, and timelines of the plan into a grant application for potential providers, in order to best give SWCORC the information it needs to select providers and projects to fund;
 - Will ensure that deliverables from providers and the projects funded will match the goals/objectives of the plan and match priorities set by the state; and
 - Will create timelines for the project including the announcement of funding opportunities to potential providers, expected dates of payment, and reporting criteria.

2. The Contractor shall be paid a flat fee of 4% of any funding awarded to any provider located and contracted with as a result of Contractor’s services under this Agreement, not to exceed 4% of SWCORC’s annual budget, which is calculated to be \$21,974.50 for the first year of this Agreement. Payment shall be made to Contractor within thirty (30) days of the execution of a signed contract for services with the provider, and only after Contractor submits an invoice to Montrose County as fiscal agent for SWCORC. Both parties agree that payments pursuant to the Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, SWCORC may terminate this Contract immediately without further liability.

3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from SWCORC. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for SWCORC is Sue Hansen, Montrose County Commissioner, unless otherwise designated in writing.

4. Contract Administrator for the Contractor is Zebulon Miracle, Executive Director of United Way of Mesa County.

5. The term of this Contract shall be two (2) calendar years from the date of the execution of this Agreement, subject to annual appropriation. In the event that the work, as detailed in the attached Exhibit A is not completed within that two year time frame, SWCORC reserves the right, upon mutual agreement of the Parties, to extend the term of this Contract for additional two (2) year periods, in order to achieve the objectives specified in Exhibit A, but in no event shall this Contract be extended more than two additional times. All other terms and conditions of the Contract shall remain as written. SWCORC shall notify

Contractor in writing thirty (30) days prior to the expiration of this Contract if such an extension is desired.

6. Insurance:

- a. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this Contract and shall not start work under this Contract until such insurance coverage has been obtained and approved in writing by SWCORC's Contract Administrator.
- b. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this Contract, the required insurances in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to SWCORC, with a copy to SWCORC's Contract Administrator, immediately upon request.
- c. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice SWCORC and SWCORC's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
- d. Nothing herein shall be deemed or construed as a waiver of any of the protections to which SWCORC or any of its member entities shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.
- e. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to SWCORC. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board grants specific approval for an exception.
- f. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the Board. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - 1) Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.
 - 2) Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition Contractor must either:
 - i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract
 - OR
 - ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 - 3) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

- g. The Commercial General Liability policy required above shall be endorsed to specify SWCORC, its officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract. All certificates of insurance are to be submitted on standard "ACCORD 25-S" form.
- h. Professional Liability Insurance with an endorsement for work under this Contract, and coverage of no less than One Million (\$1,000,000) per claim, and One Million (\$1,000,000) aggregate.
- i. Excess Liability/Umbrella Insurance with a limit no less than One Million (\$1,000,000) per occurrence/One Million (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

7. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract, pursuant to the fee schedule specified in Exhibit A. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

8. Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to SWCORC all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

9. This Contract is subject to immediate termination by SWCORC in the event SWCORC determines, in its sole discretion, that the health, safety or welfare of persons receiving services hereunder may be in jeopardy by Contractor continuing to provide the services hereunder. Additionally, SWCORC may immediately terminate this Contract upon verifying that Contractor has engaged in or is about to participate in fraudulent acts.

10. This Contract is further subject to the terms and conditions set forth below:

- a. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.
- b. The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.
- c. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent Contractor with the authority to control and direct the performance and details of its work, SWCORC being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation,

- federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.
- d. Precautions shall be exercised at all times for the protection of all persons (including SWCORC employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
 - e. This is a personal services contract on the part of the Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of SWCORC and any attempt to assign this Contract without the prior express written consent of SWCORC shall render the Contract null and void with respect to the attempted assignee.
 - f. SWCORC reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in SWCORC is for protection of SWCORC in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
 - g. SWCORC , or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Contractor's books with regard to this Contract, and the Contractor shall retain its books and records for the required period.
 - h. This is not an exclusive Contract. SWCORC may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively SWCORC.
 - i. Venue for any dispute arising under this Contract shall be in the District Court of Montrose County, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.
 - j. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by the Contractor as confidential and will not be revealed to other persons, firms or organizations.
 - k. This Contract constitutes the entire Contract between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.
 - l. Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that the Contractor has taken all steps necessary that the signature is binding upon the Contractor.
 - m. The provisions of this Contract shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof.
 - n. The Contractor agrees to indemnify and hold harmless SWCORC, and its members, officers, employees, and volunteers from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on

account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this contract, if such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the Contractor or any officer or employee of the Contractor. The obligations of the Section shall not extend to any injury, loss, or damage which is caused by the act, omission, or other fault of SWCORC.

UNITED WAY OF MESA COUNTY

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MONTROSE COUNTY BOARD OF COUNTY
COMMISSIONERS, AS FISCAL AGENT FOR
SOUTHWESTERN COLORADO OPIOID
REGIONAL COUNCIL

ATTEST:

By: _____
Sue Hansen, Chair

By: _____
Name: Emily Sanchez, Deputy Clerk