

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 23 day of June 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Foothills Animal Shelter, located at 580 McIntyre Street, Golden, CO 80401, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached Scope of Work attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement, the terms and conditions of this Agreement shall prevail.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for up to 8 weeks from the execution date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum not to exceed \$45,488:

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers'**

Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. NONDISCRIMINATION:

6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

7.1.1. Each Occurrence: \$1,000,000

7.1.2. General Aggregate: \$2,000,000

7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

7.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

7.2.2. Personal Injury Protection: Per Colorado Statutes

7.3. Workers' Compensation Insurance: Per Colorado Statutes

7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

7.4.1. Each Occurrence: \$1,000,000

7.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

7.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments

under any form of any policy.

7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

7.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

7.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

7.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

8. TERMINATION:

8.1. For Cause: If, through any cause, the Contractor or County fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor or County violates any of the covenants, conditions, or stipulations of this Agreement, the Contractor or County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the County or the Contractor, whichever thus applies, of such termination and specifying the effective date thereof.

8.2. For Convenience: The County or Contractor may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

9. MUTUAL UNDERSTANDINGS:

9.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

9.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and

that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 9.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this Agreement for cause.
- 9.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 9.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 9.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 9.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 9.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Purchasing
Contact:
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone:
E-mail:

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116
E-mail:

Contractor: Foothills Animal Shelter
Contact: Heather Cameron, Executive Director
Address: 580 McIntyre Street
City, State, Zip: Golden, Colorado 80401
Phone: 720-407-5210
E-mail: hcameron@fas4pets.org

- 9.9. Integration of Understanding: This Agreement contains the entire understanding of the Parties and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 9.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 9.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 9.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County or Contractor shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County and the Contractor does not guarantee the confidentiality of any records.

10. CHANGE ORDERS OR EXTENSIONS:

- 10.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 10.2. Extensions: The County may, upon mutual written agreement by the Parties, extend the time of completion of services to be performed by the Contractor.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, , the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Bill Lepp County Manager Date *7/20/15*

Foothills Animal Shelter

Heather Geyer Signature Date *June 25, 2015*

Heather Geyer
Printed Name

Heather Cameron Executive Director
Board President
Title

Attest:

Stan Martin, Clerk and Recorder

Channon
Deputy Clerk

Approved as to Form:

W. Coats
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

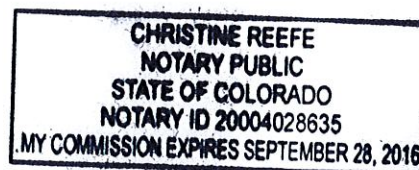
COUNTY OF *Adams*)

STATE OF *Colorado*)SS.

Signed and sworn to before me this *21* day of *July*, 2015,

by *Heather Cameron*,

Christine Reeve
Notary Public



My commission expires on: *Sept 28, 2016*

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Foothills Animal Shelter
Company Name

6-25-2015
Date



Signature

Heather Cameron
Name (Print or Type)

Executive Director
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT A: FOOTHILLS ANIMAL SHELTER (FAS) & ADAMS COUNTY ANIMAL SHELTER (AAS)

SCOPE OF WORK

ASSESSMENT & CONSULTATION

SCOPE OF WORK: The Scope of Work for this assessment and consultation service provided by Foothills Animal Shelter (FAS) to Adams County's Animal Shelter (AAS) focuses on the operations of AAS and its potential for program and organizational development and partnerships, to include:

1. Assessment of the perspectives, experiences, expertise and skills of staff and volunteers in re to AAS's programs, practices, policies and potential for organizational development.
2. Provision of on-site support and technical assistance to AAS staff and volunteers.
3. Assessment of potential program partnerships, shared services, purchasing agreements, cost sharing, collaborative programs, or potential for future regionalization between FAS and AAS:
 - a. Is there a cultural fit?
 - b. Is there interest and willingness from key leaders, decision-makers, vendors, stakeholders?
 - c. What are the benefits to FAS, AAS, animal welfare, and the community as a whole?
 - d. Are there state/national models of cost sharing? Regionalization?
4. Identification of key steps to be taken and issues to be addressed should the project be extended and/or a partnership or collaboration formalized.
5. Preparation of a final report detailing the findings and recommendations of the consulting/assessment team.

FAS TEAM: The Foothills Animal Shelter team will include (but may not be limited to):

1. Heather Cameron (Executive Director)
2. Stephanie Wilde (Director of Volunteers)
3. Troy Kerstetter (Director of Operations)
4. Kelly Hopkins (Animal Care Manager/Transfer Manager)
5. Di Whitlock (Licensing Program and Admin. Systems Manager)

ASSESSMENT AREAS: The assessment will include reviews of:

- **ORGANIZATIONAL STRUCTURE**
 - What is the interaction between AAS and other County departments/divisions
 - How is the shelter supported by HR, finance, IT, facilities, admin. svcs?
 - How is the Shelter staffed (roles, duties, professional positions, etc.)
- **FINANCIAL**
 - What are the revenue streams and expenses?
 - Has the budget grown/shrunk in recent years?
 - Where is the greatest increase in revenue? Expenses?
 - Are there (vendor) purchasing agreements or contracts?
 - Are any supplies, services provided in kind/pro bono?
- **HISTORY**

EXHIBIT A: FOOTHILLS ANIMAL SHELTER (FAS) & ADAMS COUNTY ANIMAL SHELTER (AAS)

SCOPE OF WORK

ASSESSMENT & CONSULTATION

ASSESSMENT AREAS (continued):

- **MUNICIPALITIES**

- What are the (animal sheltering) agreements between the County/AAS and the municipalities?
- What is the demand for service by each of the municipalities? How many animals per year? Types of animals? Court holds? Protective holds?
- Are local ordinances similar? (i.e.; free roam cats, breed bans, licensing, rabies, etc.)
- What changes would need to be made to ordinances?
- Are the municipalities open to change and collaboration?

- **CULTURE**

Shelter

- Is there a desire for growth, development, professionalism?
- What are the staff's and volunteer's beliefs, values and philosophies in re to animal welfare and sheltering?
- Is a "No Kill" value resulting in ignored/dangerous behaviors? Over-crowding?
- What/how is the relationship between staff, volunteers and the public?

Community

- Does the community value the shelter?
- What is the community's expectations of the shelter's role and services?
- Is there a "pet loving" community?

- **STAKEHOLDERS**

- What is the (shelter) experience with, goals and desires of:
 - Staff
 - ACO's, Police, Sheriffs
 - How is the relationship with ACO's?
 - How are services billed/paid for? What is the rate? Contract?
 - What are the impound processes?
 - How is animal data entered? Retrieved?
 - What is the process and avg. LOS for Long-term holds, such as Court Holds?
 - Municipal and county leaders
 - Volunteers
 - Major Donors

EXHIBIT A: FOOTHILLS ANIMAL SHELTER (FAS) & ADAMS COUNTY ANIMAL SHELTER (AAS)

SCOPE OF WORK

ASSESSMENT & CONSULTATION

- **COLLABORATION/PARTNERS**

- What are the formal and informal partnerships and collaborative efforts with:
 - Shelters (Boulder Humane, Aurora)?
 - Rescues?
 - Veterinary/animal hospital partners?
 - Funders?
 - Other?

ASSESSMENT AREAS:

- **ANIMALS**

- How many animals annually for the past 5 years?
- What types? Companion? Barn Yard?
- How do they arrive? (% relinquished, % ACO, % stray ...)
- What are the rates of adoption? RTO? Transferred?
- What is their Length of Stay?

- **PROGRAMS & SERVICES**

- What animal welfare programs and sheltering services does AAS offer?
- How are they managed and run?
- How is pricing determined?
- Have programs/services been added or discontinued in the recent past?
- Are there community-based as well as shelter-based programs/services?
- How are programs/services staffed?

- **DATA**

- How is Chameleon used?
- Who manages it? Runs reports?
- What is the cost?

- **LICENSING**

- What are the fees?
- Compliance rate?
- How does the program work?
- Are the municipalities (and ACO's) open to adding licensing?
- Is there potential for a regional licensing program?

EXHIBIT A: FOOTHILLS ANIMAL SHELTER (FAS) & ADAMS COUNTY ANIMAL SHELTER (AAS)

SCOPE OF WORK

ASSESSMENT & CONSULTATION

- **COMMUNITY RELATIONS**

- What is the community's perception of the shelter?
- What types of support does the shelter receive from the community?
- Does the shelter "go out" to the communities it serves?
- What communication tools does the shelter have/use? (i.e.; publications, presentations, social media, print, tv ..?)

- **VOLUNTEERS**

- What is the culture of volunteerism?
- What is staff's attitude toward volunteers and vice versa?
- What roles exist?
- What training and support do volunteers receive?
- How does recruitment, screening, placement work?
- Is there leadership in the volunteer base? How strong and/or healthy is it?

ASSESSMENT AREAS:

- **BUILDING**

- Is the building conducive to animal sheltering?
- Does it pose additional challenges to operations?
- Does it negatively impact animal health? Length of Stay? Animal outcomes?
- Can adjustments be made to improve operations, caregiving and outcomes?

EXHIBIT A

ADAMS COUNTY ANIMAL SERVICES FOOTHILLS ANIMAL SHELTER

SHELTER ASSESSMENT

June - August 2015

CONTRACT SERVICE FEES

<u>STAFF CONSULTANTS</u>	<u>HRLY RATE</u>	<u>Projected # Total HRS</u>	<u>Fee</u>
Stephanie Wilde, Dir. of Volunteers	\$ 55.00	320	17,600
Troy Kerstetter, Dir of Operations	\$ 50.00	150	7,500
Kelly Hopkins, Animal Care/Transfer Mgr	\$ 32.00	120	3,840
Heather Cameron, Exec. Dir.	\$ 70.00	150	10,500
Di Whitlock, Licensing & Systems Mgr	\$ 40.00	70	2,800
		810	42,240
 <u>Report Preparation</u>	 \$60	 40	 2,400
 <u>Miscellaneous</u>			 500
 <u>Mileage</u>	 0.58	 600	 348
		TOTAL	45,488