

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE ADAMS COUNTY HUMAN SERVICE AGENCY
GRANTS FOR 2014 – VIA MOBILITY

Resolution No. 2014-104

WHEREAS, Adams County desires to provide funding to various human service agencies that provide services for residents of Adams County; and

WHEREAS, Human Service Agency Grant appropriations for 2014 totaling \$425,000 were approved by the BOCC and entered into record with the 2014 annual budget; and

WHEREAS, an award was made utilizing General Fund dollars to Via Mobility for \$13,500; and

WHEREAS, the Director of Neighborhood Services and/or Administrator of Community & Neighborhood Services will be designated as Authorized Representative and Certifying Officer to execute all non-contractual documents necessary to carry out the grant agreement; and

WHEREAS, much of this information is regular and routine and the Commissioners wish to designate authorized representatives as signatories for any non-contractual documents as required by the various funding sources.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado that the 2014 Human Service Agency Grant agreement with the agency listed above, be and hereby are approved.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 24th day of February, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

ADAMS COUNTY, COLORADO
2014 HUMAN SERVICE AGENCY
GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into January 1, 2014 between the Board of County Commissioners of Adams County, Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County" and Via Mobility Services located at 2855 North 63rd Street Boulder, CO 80301, hereinafter referred to as the "Grant Recipient".

WHEREAS the County appropriates funds to be used by various non-profit agencies for purposes that benefit Adams County residents; and

WHEREAS the Grant Recipient has proposed a program that will benefit the County and its residents; and

WHEREAS the Grant Recipient agrees that all funds received from the County will be expended for the purposes of the program described in the scope of services.

NOW, THEREFORE, for the consideration herein set forth, the County and the Grant Recipient agree as follows:

1. **Grant Recipient Scope of Services**

- A. **Project Title:** Transportation Services
- B. **Project Description:** Fund, in part, services to Adams County residents for Program Year January 1, 2014 to December 31, 2014.
- C. **Project Budget:** \$13,500
- D. **Method of Payment:** Quarterly invoice schedule, contingent on submission of invoice for Adams County clients served at time of payment request and submission of Quarterly Report.
 - Invoice #1: By April 15, 2014
 - Invoice #2: By July 15, 2014
 - Invoice #3: By October 15, 2014
 - Invoice #4: By December 15, 2014
- E. **Performance:** The Grant Recipient will provide no less than quarterly reports documenting accomplishments made possible by this award. Per this Agreement, performance reporting will include progress on achieving planned outcomes/accomplishments as outlined in the agency's application for funding.

2. **Audit Reports**

The Grant Recipient will provide to the County a copy of its audit report for the current year within thirty (30) days of its completion. Further, the Grant Recipient will provide access to its financial records to the County and general public upon request.

3. Program Reporting Requirements

The Grant Recipient agrees to provide the County with quarterly reports of activities that are financed, or partially financed by this Grant, including a final report within thirty (30) days of end of program year (January 31, 2015). Expenditures must equal the amount being invoiced. Invoices and reports should be sent to Adams County Community & Neighborhood Resources, located at 4430 S. Adams County Parkway Brighton, CO 80601.

4. Independent Contractor

The Grant Recipient shall at all times be an independent contractor with respect to the services to be performed under this Agreement. The Grant Recipient 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 Grant Recipient 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 Grant Recipient, at its expense shall procure and maintain workers' compensation insurance as required by law.

Pursuant to section 8-40-202(2)(b)(IV), Contractor understands that Contractor and Contractor's employees/agents are not entitled to workers' compensation benefits from Adams County. Contractor further understands that Contractor is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

5. Indemnification

The Grant Recipient agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from and against any and all claims, suits, expenses, damages or other liabilities including reasonable attorney fees and court cost, arising out of damages or injury to persons, entities, or property caused or sustained by any person(s) as a result of the Grant Recipient's performance or failure to perform pursuant to the terms of this Agreement.

6. Compliance with Applicable Laws and Ordinances

During its performance under this Agreement, the Grant Recipient agrees at all times it shall comply with all applicable federal, state and local laws, ordinances and resolutions.

7. Nondiscrimination

The Grant Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grant Recipient 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 the nondiscrimination clause.

The Grant Recipient will cause the foregoing provisions to be inserted in all contracts for any work covered by this Agreement so that such provisions will be binding upon all parties performing services pursuant under this Agreement.

Grant Recipient agrees that services it provides to the public under this Agreement will be offered on a non-discriminatory basis.

8. Failure to Perform or Comply

The Grant Recipient's failure to comply or failure to perform with the terms of this Agreement shall preclude it from receiving further or future funding from Adams County, as its sole option may require repayment of any funds previously paid under this Agreement.

9. Integrated Agreement

This document constitutes the complete Agreement between the parties and supersedes any prior negotiations. Any amendment or changes to it must be in writing and signed by both parties.

10. 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.

11. Venue

Choice of Laws. The laws of the State of Colorado shall govern as to the interpretations, validity, and effect of this Subcontract. The Parties agree that jurisdiction and venue for any disputes arising under this Subcontract shall be in Adams County, Colorado.

12. 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.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1** 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.
- 12.2** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3** 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.
- 12.4** 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.

- 12.5** The Contractor shall 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.
- 12.6** If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7** 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).
- 12.8** 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.

IN WITNESS WHEREOF, the parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

APPROVED AS TO FORM



Chairman



Adams County Attorney's Office

4-14-14

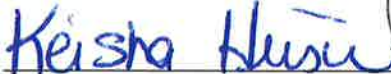
Date

4-14-14

Date

ATTEST:
KAREN LONG
CLERK AND RECORDER





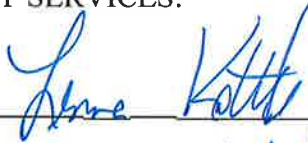
Deputy Clerk

4-14-14

Date

VIA MOBILITY SERVICES:

Signature: _____



Printed Name: _____

Lenna Kettle

Title: _____

Executive Director

Date: _____

3/18/2014