

**ROUTT COUNTY, COLORADO
INDEPENDENT CONTRACTOR SERVICE AGREEMENT**

This Independent Contractor Service Agreement (the "Agreement") dated as of December 10, 2019, is between Routt County, Colorado ("County"), by and through its Board of County Commissioners ("Board") and Worldwide Travel Staffing, Limited (the "Contractor").

Recitals

A. County has, in response to a Request for Quotes published by County, received a Quote (the "Quote") from Contractor dated November 15, 2019, in which Contractor proposes to provide the following services and related materials to County: On-Call Nurses (the "Services").

B. The Board has accepted the Quote of Contractor for the Services subject to the execution of this Agreement by Contractor.

C. County and Contractor intend by this Agreement to outline the terms and conditions under which the Services shall be provided.

Terms and Conditions

Therefore, County and Contractor agree as follows:

1. The Services shall be provided in accordance with the terms of the Quote and the Worldwide Travel Staffing, Limited Services Agreement, a copy of which is attached hereto as Exhibit A. To the extent that the provisions of Exhibit A and this Agreement are in conflict the terms of this Agreement shall control.

2. Contractor shall provide and complete the Services in a workmanlike fashion no later than January 31, 2020. Contractor hereby warrants that it has the workforce, training, experience and ability necessary to properly complete the Services within the time period set forth above.

3. Contractor is and shall remain an independent contractor and not an employee of County. All persons used by Contractor to perform the services shall be employees of Contractor and shall not be deemed employees of County. At all times while the Services are being rendered by Contractor, Contractor shall maintain Colorado worker's compensation coverage in the minimum amounts required by statute for all workers used by Contractor to provide the Services whether or not such workers are paid any compensation by Contractor for such work. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.** At all times while the Services are being rendered by Contractor, Contractor shall maintain commercial general liability coverage providing bodily injury and property damage coverage with a combined single limit of at least \$1,100,000 and a deductible

of not more than \$1,000. Prior to commencement of the Services, Contractor shall cause County to be named as an additional insured and shall provide County with evidence, acceptable to County, that the insurance required by this Section 3 is in full force and effect. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Agreement is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

4. As consideration for the Services to be performed by Contractor hereunder, County shall pay to Contractor an amount of \$67.00/hour for all staff provided. Payment for the Services shall be due only after the Services are completed to County's satisfaction and Contractor has submitted an invoice for the amount due complete with the Contractor's taxpayer identification number or social security number. County shall pay Contractor within 30 days after an invoice in proper form is submitted to County. However, County shall have the right to publish notice of final payment pursuant to C.R.S. Section 38-26-107 and to comply with the provisions of that statute.

5. County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of County under this Agreement beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board which budget provides for or appropriates funds for such obligation. The financial obligation of County under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

6. In accordance with the laws of Colorado, Colorado labor shall be employed to perform the Services to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed to perform the Services. The term "Colorado labor" shall mean any person who has been a bona fide resident of the State of Colorado for a period of not less than one (1) year.

The selection of materials and equipment for the work shall be in accordance with the laws of Colorado which read substantially as follows:

"Preference is hereby given to Colorado labor and to supplies, materials, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitors outside of the State."

7. This Agreement is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Agreement, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Agreement for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Agreement.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the County terminates this Agreement for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

8. In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees. Any action brought in connection with this Agreement or the Services shall be brought only in either the District Court, Routt County, Colorado or the Routt County Court which shall also be the proper place for trial of any such action.

9. This Agreement shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. This Agreement, together with the Quote, constitutes the entire agreement between the parties concerning the Services and may not be amended except by a written document executed by both parties hereto. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules.

ROUTT COUNTY, COLORADO

By: _____

M. Elizabeth Melton, Chair
Board of County Commissioners

ATTEST:

Kim Bonner
Routt County Clerk and Recorder

Worldwide Travel Staffing, Limited

By:  _____

Printed Name: Leo R. Blatz, R.N., M.S.N.

Title: C.E.O.