

CHANGE ORDER

Contractor agrees to the specific costs herein and waives all rights to any future impact costs directly or indirectly related to or arising from the additional work.

Project Name Adoptive and Foster Parent Night Out Project Number: 23-047-13131
Contractor Name Durango Dance, LLC Staff Resource: Brie Knight
Street: 3416 Main Ave., Ste. 101 Original Contract Date: August 1, 2023
City, State, Zip: Durango, CO 80301 Change Order Number: Two (2)

The Contract is modified as follows:

The term of the Agreement shall be revised to reach its Final Expiration on December 31, 2024.

- Renew Agreement from August 1, 2024 through December 31, 2024.
- Revised Section 3, Form of Payment, is decreased from \$10,000 to \$5,000.
- Revise Exhibit A, Final Scope of Work, which is attached and incorporated herein.
- Revised Exhibit B, Statement of Rates and Payment Schedule, which is attached and incorporated herein.
- Effective date of change: August 1, 2024.

EXCEPT AS EXPRESSLY MODIFIED BY THIS CHANGE ORDER #2, ALL OTHER TERMS AND CONDITIONS SET FORTH IN AGREEMENT #23-047-13131 AND CHANGE ORDER #1 ARE UNCHANGED AND WILL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT.

Original contract amount: \$10,000

Contract amount is decreased by: \$5,000

The revised contract total is: \$5,000

Contract expiration date: December 31, 2024

Is Funding Approved in The Budget? ☒ Yes ☐ No (Attach budget supplement form)
Budget:

Requires Final Approval From? ☐ BOCC ☐ County Manager ☐ Finance Director ☒ Contract Agent

In Witness Whereof, The Parties have executed this Change Order on 7.31.24

CONTRACTOR SIGNATURE

BOARD OF COUNTY COMMISSIONERS
OF LA PLATA COUNTY COLORADO

BY: Miriam Morgan
Print Name: Miriam Morgan
Print Title: Owner

BY: Kurt Hilt
☐ Chairman
☐ County Manager
☐ Finance Director
☒ Contract Agent

INDEPENDENT CONTRACTOR AGREEMENT
Adoptive and Foster Parent Night Out, Project #23-047-13131

REVISED Exhibit A - Final Scope of Work

Contractor shall:

- Furnish supplies and childcare for infants/children/youth, from birth to age 18, for five (5) “Adoptive and Foster Parent Night Out” events, at Durango Dance, 3416 Main Avenue Ste. 101, Durango, CO 81301 or other locations along North Main Ave. (Durango Recreation Center, and/or Animas City Park) from August 2024 through December 2024.
- Have up to twenty (20) participants with a maximum of the following infant/child/teen to adult ratio supervision: 2:1, babies in arms (newborn to 18 months old); 6:1, 18 months to 12 years old; 2 adults for three or more teens (13 to 18 years of age), on any given night.
- Obtain advance approval for any increase in childcare staff from the Human Services staff member who is coordinating Parent Night Out (PNO). This case-by-case consideration is based on any children who have special needs and require a higher level of supervision for their safety and the safety of other children, and will require a staff-to-child ratio of 1:1 for the child if approved.
- Ensure that all childcare staff passes pre-employment background checks including criminal history checks, which will be coordinated and paid for by the Contractor. The Contractor agrees to complete “Clear Checks” on all employees, and will provide potential employee names to La Plata County Department of Human Services (LPCDHS) for a Colorado Trails check. These checks shall be completed prior to any staff being employed for PNO events.
- Provide organized activities and a meal for the children.
- Provide childcare for five (5) hours, 2:30 PM to 7:30 PM, on one Saturday night each month.
- Serve an average of six (6) families and twenty (20) children per event.
- Ensure that any safety issues that occur are immediately called into the Colorado Hotline on-call staff and that the child’s parents/caregivers are notified in a timely manner. LPCDHS needs notification immediately by calling the 24/7 Colorado Hotline: 1-844-264-5437 and requesting to speak to the on-call worker for LPCDHS.
- Inform the LPCDHS program coordinator in a timely manner of any concerns or problems that arise.
- Provide an email summary to LPCDHS staff of the evening’s events and report how the evening went, no later than the following Monday.
- Provide an invoice to LPCDHS on a monthly basis, submitting each invoice no later than the 20th day of the following month. Invoices received later than these dates may not be paid.
 - Contractor will submit invoices to LPCDHS for services rendered within sixty (60) days of the date(s) of service. The submitted invoice will include the specific days and times service was provided under the Agreement.
 - The invoice will include the total number of staff present, along with hourly rates

- and total hours worked; and a cost of activities and snacks for the night's event.
- Contractor will retain all backup documentation to support these costs for a minimum of three years.

LPCDHS shall:

- Inform adoptive and foster parents of this opportunity and coordinate attendance on a monthly basis.
- Communicate with the Contractor no later than the Thursday preceding the Saturday that has a scheduled event regarding the number and ages of children who will be in attendance.
- Document any approvals for increased childcare staff, including which child or children will receive increased supervision and why.
- Ensure that the Contractor has the 24/7 Colorado Hotline number for the on-call LPCDHS employee to be reached in case of emergency.
- Inform the Contractor in a timely manner of any concerns or problems that arise.
- Review and approve invoices within one week of receipt.

Additional requirements for both LPCDHS and the Contractor:

1. LPCDHS cannot prepay for services.
2. LPCDHS cannot pay for missed or canceled appointments.
3. LPCDHS can only pay for services that have occurred.
4. LPCDHS cannot pay for mileage.
5. LPCDHS must receive an invoice from the Contractor within sixty (60) days of service or the County may not be able to pay.
6. LPCDHS must receive all documentation and reports (if required) before an invoice can be paid.
7. If another entity subpoenas the Contractor, then LPCDHS will not pay for preparation time and testimony.
8. LPCDHS cannot start paying for services until the Agreement is executed.
9. Contractor will not provide transportation for any County client.
10. Contractor must provide all documentation and reports (if required) to LPCDHS before an invoice can be paid.
11. Contractor agrees that activities conducted with funding obtained through this Agreement shall be non-sectarian in nature and that religious language, actions, or activities shall not be included in any activities to be conducted as part of this Agreement.

INDEPENDENT CONTRACTOR AGREEMENT
Adoptive and Foster Parent Night Out, Project #23-047-13131

REVISED Exhibit B — Statement of Rates and Payment Schedule

Payments for Services rendered pursuant to this Agreement shall not exceed \$5,000 at the rates set forth in Contractor's bid/proposal. Payment is set at a contract rate for the work and is not set as a salary or hourly-employment rate. Payments shall be made by checks payable to the trade or business name of Contractor and not to any individual. Such payments are to be made on a monthly basis for Services rendered subject to Contractor providing County with an itemized statement of Services provided pursuant to this Agreement. If this Agreement is terminated, County shall compensate Contractor for all Services rendered to the date of termination pursuant to this Agreement pursuant to County payment policies.

Contractor Rates per PNO event:

- Staff - \$20/hour
- Lead Staff - \$200/PNO event
- Food - \$8/person
- Total - \$860/PNO event