AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Memorandum of Agreement between Board of County Commissioners of the County of Gunnison County, Colorado and Gunnison/Crested Butte Tourism Association; Personnel Administration; 1/1/14 thru 12/31/14

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison/Crested Butte Tourism Association

Term Begins: 1/1/14 **Term Ends:** 12/31/2014 **Grant Contract #:**

Summary:
Memorandum of Agreement with the Gunnison/Crested Butte Tourism Association for assistance with personnel administration for year 2014

Fiscal Impact: $0 - the TA will reimburse monthly.

Submitted by: Brenda Wiseman for Admin/Finance **Submitter's Email Address:** bwiseman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This agreement does not have a financial impact to Gunnison County. However, if reimbursements for the payroll costs incurred by Gunnison County are not timely, it can cause cash flow problems for the Marketing District.

Reviewed by: GUNCOUNTY1\BCOWAN Discharge Date: 1/8/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

12/20/13 db The version WITHOUT compensation is ok.

Reviewed by: GUNCOUNTY1\DBAUMGARTEN Discharge Date: 12/20/2013 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 1/9/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 1/21/2014 Follow Up Agenda Date:

Revised April 2013

MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON COUNTY, COLORADO
AND
GUNNISON/CRESTED BUTTE TOURISM ASSOCIATION

This memorandum of agreement, made effective the 1st day of January, 2014, by and between Gunnison/Crested Butte Tourism Association (herein "Tourism Association") and Board of Commissioners of the County of Gunnison, Colorado (herein "Gunnison County") provides that:

RECITALS

WHEREAS, the Tourism Association has requested assistance from Gunnison County with personnel administration for their Executive Director position; and

WHEREAS, Gunnison County is supportive of the objectives of Tourism Association, in terms of enhancing the effectiveness of the Gunnison Valley Rural Transportation Authority's Fresh Air program and in particular the economic development potential of Gunnison County; and

WHEREAS, Gunnison County feels it is in the public interest to provide personnel assistance to Tourism Association; and

WHEREAS, Gunnison County and Tourism Association agree in consideration for the mutual covenants contained herein as follows:

AGREEMENT

NOW, THEREFORE, Gunnison County and Tourism Association agree in consideration of the mutual covenants contained herein as follows:

1) Gunnison County agrees to provide administrative payroll functions for the Tourism Association Executive Director.

2) Gunnison County agrees that the Tourism Association Executive Director works under the direction of the Tourism Association.

3) The Tourism Association is responsible for establishing the level of compensation, assigning job duties, evaluations and hiring and firing.

4) The Tourism Association will negotiate contracts with the Tourism Association employee, which shall specify the specific duties and responsibilities as well as the terms of employment.

5) The Tourism Association recognizes and understands that the Tourism Association is responsible for all costs associated with net pay, taxes and deductions incurred by Gunnison County. Gunnison County will bill the Tourism Association on a monthly basis, for reimbursement within thirty (30) days.

6) The Tourism Association Executive Director shall remain on the Gunnison County payroll during the term of this Agreement for the limited and specific purposes only of payment of compensation for their respective services as the Tourism Association Executive Director.

7) Gunnison County shall have no obligation, responsibility or liability whatsoever to pay for any costs, contribution or financial match for the Tourism Association's employee health insurance or retirement benefits.

8) Gunnison County shall have no obligation, responsibility, or liability, contingent or otherwise, for any vacation, sick time, compensatory time, overtime or other benefits for Tourism Association employees.

9) The Tourism Association Executive Director is not and shall not be an employee of Gunnison County and the Gunnison County Personnel Policy shall not apply to their employment by the Tourism Association pursuant to this Agreement or otherwise.

TERM

10) The term of this Agreement shall begin on the 1st day of January, 2014 and end December 31, 2014.

GUNNISON COUNTY STRATEGIC PLAN

11) Execution of this Agreement will assist Gunnison County with its strategic measure that Gunnison County will provide economic development leadership, as more fully outlined in the Gunnison County Strategic Plan at C.1.

DESIGNATION OF COUNTY MANAGER

12) Gunnison County designates the Gunnison County Manager as the Administrator for this Agreement, and all questions in regard to this agreement should be referred to that person.

INDEMNIFICATION

13) The Tourism Association agrees to defend, indemnify and hold harmless the Board of County Commissioners of the County of Gunnison, Colorado and Gunnison County officers and employees, from and against any and all claims or actions arising directly or indirectly from this Agreement.

INSURANCE

14) The Tourism Association agrees that at all times during the term of this Agreement that Tourism Association shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Tourism Association will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Tourism Board during the term of this Agreement. It is understood and recognized that worker's Compensation insurance for the Tourism Association Executive Director will be included in the overall policy for all Gunnison County employees. Costs associated with provision of this coverage will be billed in accordance with Section 5) above.

b) Comprehensive General Liability Insurance or the equivalent in an amount not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) aggregate for Bodily Injury Liability and five hundred thousand dollars ($500,000) for Property Damage Liability.

(c) Comprehensive automobile liability insurance on all vehicles used in Tourism Association services, in an amount no less than three hundred fifty thousand dollars ($350,000) for any injury to one person in any single occurrence and in an amount no less than nine hundred ninety thousand dollars ($990,000) for any injury to two or more persons in any single occurrence.

TERMINATION.

15) Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Tourism Association shall be entitled to compensation for services performed prior to the date of termination.

NOTICES

16) Any deviation from this Agreement must be submitted to the Gunnison County Manager prior to their occurrence, for written approval by Gunnison County, which Gunnison County can withhold in its reasonable discretion.

17) Any notice, demand or communication which any party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County Manager
200 E. Virginia Avenue
Gunnison, Colorado 81230

With a copy to:
Board of County Commissioners
of the County of Gunnison, Colorado
c/o Gunnison County Attorneys
200 E. Virginia Avenue
Gunnison, Colorado 81230

GUNNISON/CRESTED BUTTE
TOURISM ASSOCIATION
202 E. Georgia Avenue
Gunnison, Colorado 81230

Any party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

INDEPENDENT CONTRACTOR

18) (a) In carrying out its obligations and activities under this Agreement, Tourism Board is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. The Tourism Board does not have any authority to bind Gunnison County in any manner whatsoever.

IMMIGRATION COMPLIANCE CERTIFICATION.

19) (a) The Tourism Association certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

(b) The Tourism Association certifies that it has required any of its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c) The Tourism Association certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

(d) The Tourism Association agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

(e.) The Tourism Association agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

MISCELLANEOUS.

20) (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

GOVERNING LAW

21) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

ENTIRE AGREEMENT

22) This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

COUNTERPARTS: FACSIMILE TRANSMISSION.

23) This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO	GUNNISON/CRESTED BUTTE TOURISM ASSOCIATION
By_____	By_____
Matthew Birnie, County Manager Date	President Date

ATTEST:

_____
Deputy County Clerk

GUNNISON/CRESTED BUTTE
TOURISM ASSOCIATION

By: _____
Executive Director Date