AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Memorandum of Agreement; Western State Colorado University; Counselor Visit Program; 6/3/14 thru 12/31/14; $20,000

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Western State Colorado University

Term Begins: Upon signature **Term Ends:** 12/31/2014 **Grant Contract #:**

Summary:
The Counselor Visit Program at Western has been recently supported in the amount of $10,000 annually. However, the program was not implemented in 2013 due to a staffing change in the Admissions Office. During the January 7, 2014 meeting, it was agreed by the BOCC to reappropriate the unused funds from 2013, making $20,000 available for release in 2014. A proposed budget amendment has already been processed in the Commissioners' Economic Development sub-activity.

Fiscal Impact: $20,000

Submitted by: Ben Cowan **Submitter's Email Address:** bcowan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/20/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 5/22/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 5/22/2014

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

Agenda Date: 6/3/2014 Follow Up Agenda Date:

Revised April 2013

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this _____ day of _____, 2014, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Ave., Gunnison, CO 81230 ("Gunnison County") and Western State Colorado University ("Western") whose address is 600 N. Adams St., Gunnison, CO 81230.

RECITALS

WHEREAS, Western has requested assistance from Gunnison County in financing a portion of the cost of a counselor visit program; and

WHEREAS, during 2012, visit days have been a part of the enrollment for at least 127 students from outside Colorado and over 300 students from the state of Colorado. This enrollment represents revenue for the school of over $4,000,000 in tuition revenue, and according to studies, these students would, each year, have spent somewhere over two and a half million dollars in the County for housing and other goods; and

WHEREAS, during 2012, the program was successful in bringing 30 counselors from outside Colorado and 25 from selected schools in Colorado to visit Western State Colorado University; and

WHEREAS, Gunnison County is supportive of the objectives of Western because the recently adopted Gunnison County Strategic Plan, revised June 4, 2013, has a specific strategic result stating "Gunnison County will provide economic development leadership in the following areas…Growing community and Western State Colorado University relationships…"; and

WHEREAS, Gunnison County feels it is in the public's interest to provide financial assistance to Western.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2014, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

(a) Gunnison County agrees to provide $20,000 in funds to Western upon execution of this agreement from its 2014 Economic Development budget. It is understood and recognized that these funds must be used to continue a counselor visit program during 2014, which may include the Keep Options Open Colorado High School Counselor Bus Tour, Alumni Educator Summit, and the Counselor Fly-In according to the estimated budget attached hereto as Exhibit A.

(b) Western agrees to provide a report in writing, in person or both by the discretion of the Board of County Commissioners by October 31, 2014. Specifically the report shall include:

a. A full accounting of specifically how dollars were spent
b. What areas, states, and schools Western targeted to bring to campus.
c. Why the above areas, states, and schools were targeted.
d. How getting high school counselors to campus can help them influence students to consider Western, and remain at Western once enrolling.
e. Estimated economic impact to the Gunnison County community as a result of the counselor visit program.

(c) This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to Western pursuant to paragraph 11 of this Agreement.

(d) Gunnison County reserves the right to amend this agreement to reduce the contribution stated herein if the 2013 Gunnison County audit should result in a significantly lower fund balance than projected.

3. INDEMNIFICATION.

(a) Western agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Western or its employees, sub-contractors or agents in connection with this Agreement.

(b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

4. INSURANCE.

Western agrees that at all times during the Term of this Agreement that Western 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, Western 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 Western during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Ninety Thousand and No/100 U.S.

Dollars ($350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Fifty Thousand and No/100 U.S. Dollars ($990,000.00).

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $150,000 for any injury to one person in any single occurrence and in an amount no less than $600,000 for any injury to two or more persons in any single occurrence.

5. INDEPENDENT CONTRACTOR.

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

(b) Western acknowledges and agrees that Western is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Western is obligated to pay federal and state income tax on any moneys paid it related to the services.

6. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Western and, therefore, Western shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

(a) Western certifies that Western does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

(b) Western certifies that Western has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c) Western 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) Western 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) Western agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. NOTICES.

Any notice, demand or communication which either 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:	County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230 Phone: 970-641-0248
With a copy to:	Board of County Commissioners of the County of Gunnison, Colorado 200 E. Virginia Gunnison, Colorado 81230
Western:	Western State Colorado University Admissions Department 600 N. Adams St. Gunnison, CO 81231

Either 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.

9. TERMINATION.

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.

10. MISCELLANEOUS.

(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.

11. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

12. GOVERNING LAW.

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.

13. ENTIRE AGREEMENT.

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.

14. COUNTERPARTS: FACSIMILE TRANSMISSION.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy Clerk

Western State Colorado University

By: _____

Dan Byers
Dir of Procurement and Contracts

EXHIBIT A

KOO Bus Tour - June 10 & 11

Food	
Dinner Night 1 - 56 ppl	$1,120
Breakfast Day 2 -	$728
Lunch Day 2 -	$840
Total	$2,688
Accommodations	
Hotel - On Campus (22 Rooms) 1 night	$550
Hotel - Off Campus (22 Rooms) 1 night	$1,672
Total	$2,222
Total Expense w/out flights	$4,910

EXHIBIT A

Alumni Educator Summit - June 14 & 15

Food	
Dinner Night 1 - 70 ppl	$1,500
Breakfast Day 2 - 70 ppl	$900
Lunch Day 2 - 70 ppl	$1,050
Total	$3,450
Accommodations	
Hotel - Organize Discounts	$0
Social - (Rental cost of restaurant/location)	
Total	
Activities	
Rafting - 2 boats & guides (WP)	$200
Hiking - Transportation Only	
Shopping - Transportation Only	
Total	$200
Miscellaneous	
AVIS 12 Passenger Vans (3 Vans)	$1,000
Gas	$300
Gunnison Greenbacks (Incidentals)	$2,000
Gunnison Greenbacks (Counselors $50/person)	$2,500
Total	$5,800
Total Expense	$9,450

EXHIBIT A

Counselor Fly-In - June 26-28

Food	
Dinner Night 1 - Marios	$850-900
Breakfast Day 2 - Cont. @ Hotel?	$0
Lunch Day 2 - CB	$550-600
Total	$1400-1500
Accommodations	
Hotel - Holiday Inn (19 rooms) 2 nights	$3,000
Social - (Rental cost of restaurant/location)	
Total	
Activities	
Rafting - 2 boats & guides (WP)	$200
Hiking - Transportation Only	
Shopping - Transportation Only	
Total	$200
Flight Costs	Per ticket
Houston - Houston to Denver to Gunnison	$800
California - San Diego to Denver to Gunnison	$700
Salt Lake City - Salt Lake City to Denver to Gunnison	$600
Minneapolis - Menneapolis to Denver to Gunnison	$870
Wyoming	Drive?
New Mexico	Drive?
Colorado	Drive
Total	Depends
Miscellaneous	
AVIS 12 Passenger Vans (3 Vans)	$1,000
Gas	$300
Gunnison Greenbacks (Incidentals)	$2,000
Gunnison Greenbacks (Counselors $50/person)	$1,800
Total	$5,100
Total Expense w/out flights	$9,700

Client#: 50691 WESST3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Flood & Peterson Ins., Inc.
P. O. Box 578
Greeley, CO 80632
970 356-0123

CONTACT NAME: Debra Morris
PHONE (A/C, No, Ext): 970 506-3211 FAX (A/C, No): 970 506-6836
E-MAIL ADDRESS: DMorris@FloodPeterson.com
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance	
INSURER B : Pinnacol Assurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Western State Colorado University
600 North Adams State
Taylor Hall, Room 208
Gunnison, CO 81231

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ZB4957574300	07/01/2013	07/01/2014	EACH OCCURRENCE	$1,000,000
A	X COMMERCIAL GENERAL LIABILITY			ZB4957574300	07/01/2014	07/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			AW4957572900	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	X ANY AUTO			AW4957572900	07/01/2014	07/01/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
A	X UMBRELLA LIAB X OCCUR			UH4957574800	07/01/2013	07/01/2014	EACH OCCURRENCE	$10,000,000
A	EXCESS LIAB CLAIMS-MADE			UH4957574800	07/01/2014	07/01/2015	AGGREGATE	$10,000,000
	DEDUCTIBLE							$
	X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4148941	07/01/2013	07/01/2014	X WC STATU-TORY LIMITS / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4148941	07/01/2014	07/01/2015	E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 2014 Counselor Visit Program 3/3/14 to 12/31/14
Certificiate holder is named as Additional Insured, as their interest may appear.

CERTIFICATE HOLDER
Gunnison County, Colorado
Attn: Ben Cowan, Asst Finance Director
200 East Virginia, Suite #104
Gunnison, CO 81230

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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