AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Projec

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County-Gunnison CB Regional Airport and Aviation Management Consulting Group

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

AMCG will conduct the proposed Fee Study to establish fees for the use of the general aviation apron area and provide consulting "as needed" pertaining to general aviation.

Fiscal Impact: Not to exceed $10,250

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Cost can be covered with available resources.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/14/2015

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

Comments:
ok db 7/13/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/13/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/14/2015

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5 mins

Agenda Date: 7/21/2015

Revised April 2015

Aviation
Management
Consulting
Group

Project Authorization (Service Agreement) - Revised

Client: Gunnison County
519 Rio Grande Avenue
Gunnison, Colorado 81230

Contact: Mr. Rick Lamport
Airport Manager

Location: Gunnison-Crested Butte Regional Airport

Services: Fee Study

Scope: In accordance with the proposal dated June 26, 2015 (proposal), Aviation Management Consulting Group (AMCG) will conduct a fee study to establish fees for use of the general aviation apron area (subject property) at the Airport *(this is identified as **Element 2** in the proposal)*. AMCG will "not" conduct a rent study to derive an opinion of the market rent for the subject property *(this is identified as **Element 1** in the proposal)*. If desired by (and at the option of) the Client, AMCG will provide consulting/advisory services (on as "as needed" basis) for any matter pertaining to general aviation – airport, aviation businesses (FBOs and/or SASOs), and non-commercial entities *(this is identified as **Element 3** in the proposal)*.

Fees: **Element 2**: Services will be provided for a fee not to exceed $10,000 without the prior approval of the Client. A field visit is not deemed necessary to accomplish the scope of work and as such, is not included in the fixed fee for this element. **Element 3**: Services will be provided on an hourly basis in accordance with the fee schedule conveyed in Attachment A (Fee Schedule) or on a fixed fee basis (if mutually agreed upon by the parties in writing in advance of providing the services). Database, library access, and/or use fees may be charged if required to provide the consulting/advisory services requested by the Client under **Element 3**.

Expenses: The Client agrees to reimburse (at cost without mark-up) AMCG for any direct (project-related) expenses incurred to accomplish the scope of work. Direct (project-related) expenses include: air and ground transportation, lodging, subsistence, and costs for outside services (e.g., telephone, facsimile, postage, overnight or courier service, copying, printing, and document production/duplication, etc.). Direct (project-related) expenses will not exceed $250 without the prior approval of the Client.

Schedule: AMCG will convey fees "verbally" to the Client within four (4) weeks from receipt of "essential" information and AMCG will convey fees "in writing" to the Client within two (2) weeks of that time for a total of six (6) weeks - notwithstanding circumstances beyond AMCG's control.

Terms: A signed project authorization will be required to commence work. Fees for services rendered (and reimbursement for expenses incurred) by AMCG will be payable on a progressive basis predicated upon the work performed and the expenses incurred by AMCG each billing period (terms net 15 with interest at 15% per annum accrued on any unpaid balance). While AMCG typically invoices on a monthly basis, AMCG may invoice the Client on a more frequent basis. If any payment due and owing is not made promptly by the Client, AMCG may discontinue work. The Client agrees to pay all costs of collection including attorney's fees and related costs/expenses and

all interest incurred if payments are not made as agreed. In the event of any other dispute, the prevailing party shall be entitled to recover attorney's fees, court costs, and related costs/expenses. This service agreement (Agreement) is subject to and shall be interpreted under the laws of the State of Colorado. AMCG work products will be provided in hardcopy or non-editable digital formats only. No editable digital versions of AMCG work products will be provided. AMCG is not a law firm and does not employ any attorneys. As such, AMCG will not conduct any legal reviews, render any legal findings, observations, opinions, or recommendations, or provide any legal advice to the Client. This project authorization is subject to change (including withdrawal in part or whole) if not executed by the Client by 5:00 pm (Mountain) on July 17, 2015.

The Client understands that AMCG provides a wide range of aviation management consulting services to current and prospective owners and operators of airports and aviation businesses (and other entities) located throughout the United States and abroad. While AMCG has determined (and the Client has agreed) that no conflict of interest exists at this time (relating to the services identified in this Agreement), the Client understands that potential conflicts of interest (which cannot be anticipated at this time) may arise relating to future work (not related to the services identified in this Agreement) and if AMCG identifies a potential conflict and the conflict cannot be resolved, AMCG may not be able and would not be obligated to provide services to the Client as it relates to future work that is or may be perceived as being in conflict. In such a case, AMCG will identify and refrain from performing the services that are or may be perceived as being in conflict. All other aspects of this Agreement or any other agreement between AMCG and the Client shall not be affected.

By: _____ Date: 7/10/15
Paul A. Meyers, Principal and Chief Executive Officer

Client's Acceptance, Agreement, and Authorization:

By: _____ Date: 7/16/2015
(Signature)

Name: Matthew Birnie Title: County Manager
(Print) (Print)

I am authorized to sign for Gunnison County and bind Gunnison County to the terms and conditions of this Agreement.

Attest

By: _____ Date: 7/16/2015
(Signature)

Name: Breanna Shelton Title: Administrative Assistant
(Print) (Print)

I bear witness, swear to, and affirm that Matthew Birnie *has signed this Agreement.*

Attachment A (Fee Schedule)

AMCG	
Position	**Hourly Billing Rate**
Staff	$80
Project Analyst	$140
Consultant	$200
Principal	$260

Rates are effective through September 30, 2015 and subject to change thereafter