AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Agreem

Action Requested: Motion

Parties to the Agreement: BOCC and Frank Vader

Term Begins: October 1, 2015 **Term Ends:** **Grant Contract #:**

Summary:

Attached for ratification of Matthew's signature please find the Agreement Regarding Payment for Coroner's Work Space

Fiscal Impact: $4,200 annually + utilities

Submitted by: County Attorney's Office **Submitter's Email Address:** rmagruder@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
We'll need to process a budget amendment to the Coroner's 2015 budget, and approve an enhancement request for 2016 as this amount can not be covered with existing spending authority for the Coroner.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/1/2015

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

Comments:
ok db 9/30/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/30/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 10/1/2015

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

Agenda Date: 10/6/2015

Revised April 2015

AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE

THIS AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE ("Agreement") is made and entered into this 30 day of September, 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and FRANK L. VADER, GUNNISON COUNTY CORONER, whose address is P.O. Box 303, Gunnison, CO 81230 ("Coroner").

WHEREAS, the Coroner currently leases the real property located at 106 S. Taylor, #2, Gunnison, Colorado 81230 ("Property") for his personal business, Gunnison Funeral Services, L.L.C. ("LLC"); and

WHEREAS, in support of the Coroner and the official services the Coroner provides in his capacity as Coroner, Gunnison County would like pay a portion of the rental and utility costs for the Property to partially offset LLC's costs to lease the Property and to ensure that the Coroner's use of the Property includes an appropriate work space, the functional equivalent of approximately 375 sq. ft., dedicated for the official services provided by the Coroner ("Coroner's Work Space"); and

WHEREAS, Coroner agrees that the Coroner's Work Space is adequate for the services Coroner provides, and that the compensation provided by Gunnison County is appropriate and sufficient; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and Coroner do hereby agree as follows:

1. TERM.

The term of this Agreement shall commence on October 1, 2015, and shall terminate either upon the expiration of LLC's lease of the Property or at the end of Coroner's term of office, whichever comes sooner, unless otherwise terminated under the terms of this Agreement or by mutual written agreement of Gunnison County and Coroner.

2. COMPENSATION.

$375.00 FV NB

In full and complete consideration of the rights granted herein, Gunnison County shall pay Coroner THREE HUNDRED FIFTY AND NO/100 U.S. Dollars (~~$350.00~~) per calendar month for the term of this Agreement made payable to Gunnison Funeral Services, L.L.C., Lessee of the Property. In addition to this amount, Gunnison County shall compensate Coroner for a portion of utilities bills as more specifically identified in paragraph 3 below.

3. UTILITIES.

Gunnison County shall compensate Coroner 60% of the billed, receipted costs for natural gas, water, sewer and electric bills incurred by Coroner's use of the Coroner's Work Space. Coroner shall forward those utility bills to the Gunnison County Finance Department at 200 E. Virginia, Gunnison, CO 81230. Gunnison County, at the cost of Gunnison County, shall install a Point to Point Wireless at the Property to provide for Gunnison County telephone and internet services specifically for use by the Coroner in association with his official duties and services. Gunnison County shall not be responsible to the LLC, Coroner or Lessor of the Property for any damages resultant from such installation; any improvement or equipment provided by Gunnison County shall remain the property of Gunnison County. Coroner shall be responsible for any additional telephone and internet services and any and all other costs not identified herein that may be associated with official Coroner's use of the Coroner's Work Space.

4. USE OF CORONER'S WORK SPACE.

The Coroner shall conduct the use of the Coroner's Work Space in an orderly manner. Coroner, his agents, and employees, shall not discriminate against any person or class of person by reason of race, age, religion, gender, creed, sexual preference or national origin in providing any use of the Coroner's Work Space.

5. OPERATIONS.

Coroner agrees to secure all necessary licenses, permits and other approval required by the City of Gunnison, County of Gunnison, State of Colorado, or the United States of America that may be necessary or associated with Coroner's use of the Coroner's Work Space.

6. WARRANTIES.

Coroner warrants and assures Gunnison County that Coroner has the authority from the Lessor of the Property to use the Property for his official use as a Coroner.

7. NO CREATION OF OBLIGATION TO LESSOR.

Nothing in this Agreement creates any obligation whatsoever from Gunnison County to the Lessor of the Property.

Nothing in this Agreement is or shall be construed a waiver of any protection of the Governmental Immunity Act.

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

8. DEFAULT.

Coroner shall be considered to be in default of this Agreement upon failing to keep, perform and observe each and every other covenant, term or condition set forth in this Agreement which failure continues for a period of more than 30 days after written notice from Gunnison County of such breach or default.

No waiver of default by either party of any of the terms or conditions herein to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms or conditions herein contained to be performed, kept and observed by the other party.

9. TERMINATION.

This Agreement shall be terminated if:

A. Coroner is determined to be in default as set forth in paragraph 8 above; or

B. Gunnison County determines that the Coroner's Work Space is not being used for the purposes as set forth in this Agreement; or

10. NOTICES.

Service of all notices under this Agreement shall be sufficient if sent via certified mail return receipt requested to the following address:

Gunnison County: Board of County Commissioners
of the County of Gunnison, Colorado
200 East Virginia Avenue
Gunnison, CO 81230

Coroner: Frank L. Vader, Gunnison County Coroner
P.O. Box 303
Gunnison, CO 81230

11. PROHIBITION UPON ASSIGNMENT.

Without the prior written consent of Gunnison County, Coroner shall not (a) assign, transfer, pledge, or hypothecate this Agreement, or any part thereof, or any interest therein, or (b) convey, sublet or lend the Coroner's Work Space or any part thereof.

12. NON-WAIVER.

The failure of either party to insist in any one or more instances upon compliance with any of the covenants, terms or conditions agreed upon and herein contained, or the failure of either party to exercise any option, privilege or right agreed upon and herein contained shall not be construed as constituting a waiver of such right, option or the right to demand compliance with such covenant, term or conditions.

13. SEVERABILITY.

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, then at the option of such party, this Agreement may be declared to be terminated.

14. GOVERNING LAW, JURISDICTION AND VENUE.

This Agreement is entered into in the County of Gunnison, State of Colorado, and it is agreed that the proper jurisdiction and venue of any legal action regarding the interpretation and/or enforcement of this Agreement, or any document related hereto, shall be the County or District Court of the County of Gunnison, State of Colorado and this Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

15. 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.

16. ENTIRE AGREEMENT.

Coroner and Gunnison County agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by Coroner and Gunnison County with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

FOR THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy County Clerk

FRANK L. VADER,
CORONER FOR GUNNISON COUNTY, COLORADO

By: _____
Frank L. Vader