AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Memora

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The attached was signed and distributed on 5/18/16.

Fiscal Impact: Fiscal agent only; $10,000 impact during the first year. Adjusted for inflation.

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Fiscal impact is $10,000 revenue the first year, adjusted for inflation moving forward. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/24/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 5/20/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/24/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/7/2016

Revised April 2015

MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO
AND
GUNNISON VALLEY TRANSPORTATION AUTHORITY

This memorandum of agreement, made effective the 1st day of April, 2016, by and between the Gunnison Valley Transportation Authority (herein "RTA") and the Board of Commissioners of the County of Gunnison, Colorado (herein "Gunnison County") provides that:

RECITALS

WHEREAS, the Transportation Authority has requested assistance from Gunnison County with fiscal agent services; and

WHEREAS, Gunnison County is supportive of the objectives of the Transportation Authority, and its mission to provide and improve air transportation to and from the Gunnison-Crested Butte Regional Airport and to develop a long term and energy efficient public ground transportation system within Gunnison County; and

WHEREAS, Gunnison County feels it is in the public interest to provide fiscal agent services to the Transportation Authority.

AGREEMENT

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

1) Gunnison County agrees to provide fiscal agent services for the Transportation Authority.

2) The Transportation Authority is responsible for establishing the budget, entering into contracts on behalf of the Transportation Authority, determining what bills to be paid, when drafts are necessary for payment, submitting vouchers to the County finance department, and establishing compensation rates and benefits for employees, if any.

3) The Transportation Authority Board of Directors recognizes and understands that Transportation Authority is responsible for the County administration cost of this agreement.

5) Gunnison County agrees to hold monies of the Transportation Authority and only draw drafts on those monies as authorized by the Executive Director of the Authority.

6) Gunnison County shall have no obligation, responsibility or liability whatsoever to pay any costs, debts, or liabilities of the Transportation Authority outside of those submitted via voucher and properly authorized by the Executive Director of the Authority.

7) The Transportation Authority's Executive Director and other staff members, if any, are not and shall not be employees of Gunnison County and the Gunnison County Personnel Policies shall not apply to their employment by the Transportation Authority pursuant to this Agreement or otherwise.

8) Gunnison County shall have no obligation, responsibility or liability whatsoever to pay for any costs, contribution or financial match for the Transportation Authority's Employee(s) health insurance or retirement benefits.

9) Gunnison County shall have no obligation, responsibility, or liability, contingent or otherwise, for any vacation, sick time, compensatory time, and overtime or other benefits for the Housing Authority employee(s).

10) In carrying out its obligations and activities under this Agreement, the Transportation Authority is not an agent, partner, joint venture or employee of Gunnison County. The Transportation Authority does not have any authority to bind Gunnison County in any manner whatsoever.

CONSIDERATION

11) In consideration for the services outlined herein, the Gunnison Valley Transportation Authority will pay an annual sum of ten-thousand dollars ($10,000) for administrative costs due in equal quarterly installments for the year 2016. Each year thereafter, on December 31st, the amount will be adjusted based on the Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Denver-Boulder Area. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average (January through June of 2016); and the (January through June) six month average for each year thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

TERM

12) The term of this Agreement shall begin upon signing by all parties to the Agreement and ends December 31, 2021. At the end of the initial term, the contract shall automatically renew for an additional term of five years, unless otherwise terminated pursuant to this Agreement. Each term of the agreement is subject to an annual budget appropriation by the RTA.

DESIGNATION OF COUNTY MANAGER

13) 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

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

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, Gunnison County shall be entitled to compensation for services performed prior to the date of termination.

NOTICES

16) 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 Valley Transportation Authority
Scott Truex, Executive Director
P.O. Box 39
Crested Butte, Colorado 81224

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.

ENTIRE AGREEMENT

17) 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.

MISCELLANEOUS.

18) 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.

19) 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.

20) 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.

COUNTERPARTS: FACSIMILE TRANSMISSION.

22) This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may 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

By _____ 5/18/16
Matthew Birnie, County Manager Date

ATTEST:

_____
Deputy County Clerk

GUNNISON VALLEY
TRANSPORTATION AUTHORITY

By _____ 5/6/16
Roland Mason, Chair Date

ATTEST:

_____
Glenn Michel, Secretary