AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager Submission; Agreeme

Action Requested: Motion

Parties to the Agreement:

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

Summary:

County Manager Matthew Birnie electronically signed and submitted the attached document on 1/31/17.

Fiscal Impact: $38,445

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

Finance Review: (●) Required ( ) Not Required

Comments:
Will need to be added to 2017 budget. All costs are reimbursed by grant. no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/2/2017

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

Comments:
It should be noted that the year 2018 is missing in the 4th whereas paragraph and should be added to the final agreement. No other concerns.
GS

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 2/3/2017 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/3/2017

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

Agenda Date: 2/7/2017

Revised April 2015

AGREEMENT FOR RECEIPT OF COURT SECURITY GRANT FUNDS

This Agreement is made by and between the COUNTY OF GUNNISON (hereinafter "COUNTY"), a body corporate and politic, whose principal offices are located at 200 E. Virginia Avenue , Gunnison, CO 81230-2297 and the COLORADO JUDICIAL DEPARTMENT (hereinafter "JUDICIAL") a branch of state government. The COUNTY and JUDICIAL may each be referred to herein as a "Party", or collectively as the "Parties."

WHEREAS, in 2007 the Colorado General Assembly enacted SB 07-118, subsequently codified at §13-1-201 et seq., C.R.S., and thereby created the Court Security Cash Fund (hereinafter the "Fund") in the state treasury (see §13-1-204, C.R.S.) to be funded by annual appropriations by the General Assembly; AND

WHEREAS, SB 07-118 also created the Court Security Cash Fund Commission (hereinafter the "Commission") to assist the State Court Administrator in distributing the funds to counties (see §13-1-203, C.R.S.) through a program of court security grants (hereinafter the "Court Security Grant Program" or "Program"); AND

WHEREAS, SB 07-118 also provided for a local security team in each county composed of, at minimum, the Chief Judge, the County Sheriff, and a County Commissioner or Manager, or their designees, to oversee issues of court security for the county (see §13-1-202, C.R.S.); AND

WHEREAS, the General Assembly has appropriated Fund moneys for the Court Security Grant Program for State Fiscal Year 2017 (July 1, - June 30, 2017), and JUDICIAL reasonably anticipates similar funding for State Fiscal Year (July 1, 2017 - June 30,), which will allow the Program to cover the full calendar year 2017, which is the COUNTY's fiscal year; AND

WHEREAS, the local security team for the above-named COUNTY has submitted an application for court security grant funds to supplement the COUNTY'S efforts already in place to improve the security of one or more facilities in which state courts and/or probation offices are located; AND

WHEREAS, a grant of funds to the COUNTY (hereinafter "Grant") has been approved by the Commission and the State Court Administrator.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the sufficiency of which is hereby acknowledged, COUNTY and JUDICIAL agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is 1) to acknowledge that a Grant of up to $38,445.00 has been awarded to the COUNTY from the Court Security Cash Fund, which will be available to the COUNTY for expenditure during the 2017 calendar year; 2) to define the obligations of the COUNTY under the Court Security Grant Program; and 3) to establish the payment plan under which the COUNTY will receive the said funds.

2. THE AGREEMENT. The entire agreement between the Parties is contained in this writing, including all documents incorporated herein by reference.

3. TERM OF THE AGREEMENT. This Agreement shall be effective from January 1, 2017 through December 31, 2017.

4. SCOPE OF WORK. The COUNTY shall use the grant funds to accomplish the goals and activities outlined in the Grant Application form (including any modifications that may have been made by the Commission in the approval process), which is available at http://www.coloradocourthousesecurity.com in the Application Management Section, and is incorporated herein by this reference.

5. GENERAL CONDITIONS. The COUNTY shall use grant funds only for purposes of court security improvement as set forth in this Agreement. Failure to follow the intent of the Court Security Grant

Program may result in revocation of the award, termination of this Agreement, and return of funds.

6. PAYMENT METHOD. Reimbursement of the costs of salaries and benefits, equipment, training, and other reimbursable expenses will be made quarterly by JUDICIAL upon receipt of a reimbursement request on the form provided by JUDICIAL at http://www.coloradocourthousesecurity.com, in the Quarterly Reports Section. Each reimbursement request shall be submitted by the COUNTY within 10 business days following the end of March, June, September and December. If disbursement of grant funds on a reimbursement basis causes undue hardship for the COUNTY, disbursement may be made in accordance with an alternative schedule prepared and agreed to in writing by COUNTY and JUDICIAL.

7. REPORTING REQUIREMENTS. The COUNTY shall submit quarterly activity reports on the Quarterly Progress Report Form provided by JUDICIAL at http://www.coloradocourthousesecurity.com, in the Quarterly Reports Section. Such reports must be received by JUDICIAL on or before the 10th business day after the last day of each calendar quarter.

8. RECORDS MAINTENANCE. The COUNTY shall maintain a complete file of all records, documents, communications, and other materials that pertain to the Program under this Agreement. Such files shall be sufficient to reflect correctly all direct and indirect costs of whatever nature for which a Grant payment was made. These records shall be maintained according to generally accepted accounting principles and must be easily separable from other COUNTY records, and shall be retained for at least three (3) years following expiration or termination of this Agreement.

9. AUDIT. The COUNTY authorizes JUDICIAL, or its designee, to perform audits and/or inspections of its records pertinent to this Agreement at any reasonable time during the term of this Agreement and for a period of three (3) years thereafter to assure compliance with this Agreement.

10. ADMINISTRATIVE REPRESENTATIVES. The Parties shall designate administrative representatives for this Agreement, and each Party shall notify the other Party promptly of any change in such designation. At the commencement of this Agreement, the designated representatives shall be:

FOR THE COUNTY	FOR JUDICIAL
Betsy Nesbitt	Steve Steadman
Court Security Team Contact	Court Security Specialist
200 E. Virginia Avenue	Office of the State Court Administrator
	1300 N. Broadway
Gunnison, CO 81230-2297	Denver, CO 80203

11. STATUS OF COUNTY WORKERS. The Parties understand and agree that the COUNTY'S employees and agents are not employees or agents of JUDICIAL. COUNTY shall have no authorization, express or implied, to bind the Colorado Judicial Department to any agreements, liability or understandings except as expressly set forth herein.

12. **INCOME TAXES. COUNTY understands and agrees that COUNTY is responsible to withhold and pay, according to law, any federal, state and local income taxes owed by its employees.**

13. **UNEMPLOYMENT COMPENSATION. COUNTY understands and agrees that its employees and/or agents shall not be entitled to unemployment insurance benefits for work performed under this Agreement, unless unemployment compensation coverage is provided by COUNTY or by some entity other than JUDICIAL.**

14. **WORKERS' COMPENSATION. COUNTY understands and agrees that no workers' compensation insurance shall be obtained by JUDICIAL concerning COUNTY or the employees or agents of COUNTY. COUNTY shall comply with workers' compensation law concerning COUNTY and the employees and agents of COUNTY.**

15. **FRINGE BENEFITS. Because COUNTY is engaged in COUNTY'S own independent business, COUNTY'S employees are not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of JUDICIAL.**

16. TERMINATION

a. Cause/Default. JUDICIAL may terminate this Agreement, and the Grant Award, upon default by COUNTY, effective immediately upon receipt of notice of termination, or at any time thereafter in the discretion of JUDICIAL. "Default" is defined as the failure to fulfill in a timely and satisfactory manner any of the duties or obligations required under this Agreement. JUDICIAL may in its discretion permit the COUNTY a period of time to cure the default.

b. For Loss of Funds. In the event that funding for any activity established by this Agreement is discontinued or decreased by the State of Colorado, JUDICIAL may terminate the Agreement or reduce its scope without penalty effective immediately upon receipt by the COUNTY of notice of such termination or reduction. In the event of such termination or reduction, the COUNTY will be compensated for the value of services actually performed and goods received, if any, prior to the effective date of the termination or reduction.

17. INSURANCE. The Parties understand and agree that both are "public entities" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., as amended, C.R.S. (the "Act") and that to the extent required or permitted by the Act both Parties will at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

18. CONFIDENTIALITY. In the event that COUNTY or the employees and/or agents of COUNTY obtain access to any records or files of JUDICIAL in connection with this Agreement, or in connection with the performance of its obligations under this Agreement, the COUNTY and its employees and/or agents shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the COUNTY.

19. COMPLIANCE WITH LAW. The Parties to this Agreement shall comply with the letter and spirit of all applicable federal, state and local laws and regulations related to performance under this Agreement, including but not limited to the Colorado Anti-Discrimination Act of 1957, as amended, (Section 24-34-401 et seq., C.R.S.) and other applicable law respecting discrimination and unfair employment practices.

20. SEVERABILITY. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby to the extent permitted by law.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and a complete integration of all understandings between the COUNTY and JUDICIAL, and no modifications or amendments to this Agreement shall be valid unless in a signed writing.

22. NON-WAIVER. The failure of either Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of any other or subsequent rights.

23. CHOICE OF LAW; VENUE. Any dispute under or related to this Agreement shall be decided in accordance with the laws of the State of Colorado, and venue shall be in the State Courts of Colorado.

IN WITNESS WHEREOF, the Parties hereto execute this AGREEMENT FOR COURT SECURITY GRANT FUNDS on the dates set forth below.

COUNTY OF GUNNISON

By: _____
Printed: _____
Title: _____
Date: _____

COLORADO JUDICIAL DEPARTMENT

By: _____
Printed: Gerald A Marroney
Title: State Court Administrator
Date: _____

ATTEST

By: _____
Printed: _____
Title: _____

APPROVED AS TO FORM

By: _____
Printed: _____
Title: _____