AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Agreement; Keith Templeton; Building Maintenance Support Services to the Mountain View Apartment Complex; 12/16/14 thru 12/31/15; $25/hour

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:
The attached contract was drafted by the CAO and reviewed by the Gunnison Valley Regional Housing Authority.

Fiscal Impact: $25/hour

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

Finance Review: (●) Required ( ) Not Required

Comments:

Cost covered in 2015 budget

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/11/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 12/11/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 12/12/2014

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

Agenda Date: 12/16/2014 Follow Up Agenda Date:

Revised April 2013

AGREEMENT

This Agreement ("Agreement") made effective the ___ day of _____, 2014, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and Keith Templeton, whose address is PO Box 64, Gunnison, CO 81230 ("Contractor" or "Maintenance Support Staff").

RECITALS

Contractor provides building maintenance support services to the Mountain View Apartments, located at 317 N. Spruce in Gunnison, CO (hereinafter "Services"). Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SCOPE OF SERVICES.

Contractor shall furnish necessary labor, supervision and equipment to commence, diligently pursue, and complete the services as more specifically set forth on Exhibit A, attached hereto and incorporated herein by this reference. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2015, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

By approval of this agreement, the Gunnison Valley Regional Housing Authority ("GVHRA") shall work towards reporting and accomplishing its Result Measure that Mountain View residents will continue to receive affordable housing services that are efficiently and effectively provided and that meet regulatory requirements.

4. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Contractors performance of the Services, during the Term, Gunnison County shall pay Contractor Twenty-Five Dollars and 00/100 cents ($25) per hour. Contractor shall submit invoices directly to the Gunnison Valley Regional Housing Authority for payment within 45 days of receipt.

(b) 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 Contractor pursuant to paragraph 13 of this Agreement.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor 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, Contractor 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 Contractor 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 Fifty 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 Ninety 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 Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting

as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

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

7. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless GVHRA, 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 Contractor or its employees, subcontractors or agents in connection with this Agreement.

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. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

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

10. ADA COMPLIANCE.

The Contractor assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. 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.

12. DELEGATION AND ASSIGNMENT.

This is a professional services contract with Contractor and, therefore, Contractor 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.

13. 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. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

14. 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
Contractor:	Keith Templeton PO Box 64 Gunnison, CO 81230

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.

15. 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.

16. 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.

17. 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.

18. 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.

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: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____
Keith Templeton

EXHIBIT A – SCOPE OF SERVICES
Maintenance Support Staff
Mountain View Apartments

Position Description. Maintenance Support Staff is a contracted, hourly position paid at a rate of $25/hour. The position requires an individual(s) to be present at Mountain View Apartments approximately one-half day per week (approximately 2.5-5 hours weekly). These hours should be filled on a dedicated and specific day every week and should be scheduled between Maintenance Staff and the Program Manager. This position is in charge of responding to work order requests for ordinary maintenance jobs (no electrical or extensive plumbing repairs) requested by building residents. Examples of job responsibilities include, but are not limited to:

- Occasional adjustment and oiling of door hinges
- Repairing leaky faucet or replacing toilet tank valve
- Occasional finish carpentry and trim repair
- Repairing closet shelving, kitchen drawers, etc.
- Unclogging a toilet, minor plumbing repairs, replacing toilet seat, etc.
- Replacing light bulbs – cleaning fixtures in public areas
- Performing monthly building inspection (1.5 hrs) – *checklist attached*

Snow Removal/Walkway Clearance. During the winter months, the Gunnison County Facilities Department handles the majority of snow removal duties at Mountain View. Maintenance staff are asked to make regular inspections of the exterior walkways and grounds during the winter months. Removal of snow/ice and treatment of walkways with snow melt and traction agents (sand) are required of Maintenance Support Staff if County Facilities is unavailable.

Physical requirements. Ability to lift up to 40 lbs. Ability to perform ladder work while also following OSHA-approved safety standards. Occasionally, maintenance staff is asked to inspect the crawl-space area of the building (3-4' ceiling height). Staff person must not have claustrophobia issues while working in tight spaces.

Interaction and Personal Conduct. Mountain View Apartments is owned by Gunnison County and managed by the Gunnison Valley Regional Housing Authority ("GVRHA"). The Maintenance Staff person answers directly to the GVRHA Program Manager and/or Executive Director regarding performance. The property serves senior residents (55 yrs and older) and those adult residents with disabilities. The Maintenance Staff person must be of good nature and patient in dealing with residents.

Interim Reviews. Maintenance Support Staff shall have semi-annual performance reviews with the Program Manager, The Executive Director (optional) and a Resident Manager. Reviews shall include job-specific performance review in addition to review of the Maintenance staff person's interaction with residents.

Mountain View Apartments

Maintenance Plan (excepts) and Inspection Checklists

Schedule of Inspections:

Individual Apartments – GVRHA staff may enter an apartment for inspection after 24-hour notice is made to the resident. Maintenance staff should inspect all interior doors and emergency pulls (to ensure they are not blocked or tied-up by residents) upon entering to complete a work order made by the resident. GVRHA staff should perform a complete inspection on a unit each time a tenant moves out. See page 3-4 for Unit Inspection Report

Building Exteriors – GVRHA Management and Maintenance staff shall walk the property regularly checking for trash and obvious repair needs, tree/branches in need of trimming, graffiti, etc. It is necessary to make a more detailed inspection at least twice a year. Gutters are to be checked each Spring to be sure water is draining properly. See inspection form on page 6 to be filled out and filed on a semi annual basis.

Grounds Inspections -

- **Bi-weekly** for trash pickup, and potential hazards
- **Weekly** for landscaping maintenance/ drainage
- **Sprinkler System** to be tested at initial hook up in the spring, and when winterized at the end of the summer season.
- **Parking lot/sidewalks** are inspected **bi-weekly** for debris and potential trip hazards. See inspection report on page 6 to be filled out and filed on a semi annual basis.

Water Heater and in-unit Water Heaters – The main Water Heater is to be inspected annually, prior to the heating season. In-unit Water heaters are to be inspected at the same time.

Swamp Cooler – Swamp coolers are hooked up in late May and disconnected in mid-September each year. At the time of hook up, the entire cooler is to be cleaned and oiled. The pads, pump and float are all inspected to assess the need for replacement.

Smoke Detector– All Smoke detectors are inspected and batteries replaced in the fall. All fire extinguishers in common areas will be inspected and tagged by a licensed inspector annually.

Refrigerator Coils – Refrigerator coils are cleaned during annual unit inspections.

Maintenance Rooms, Storage Rooms **– These areas may contain dangerous materials if not properly stored, therefore must be inspected** monthly **to see that all tools and materials are safely stored.** MSDS sheets **are maintained and updated on all hazardous materials used at the property. These rooms shall be organized and items stored neatly at all times.**

Plumbing Fixtures – It is important to maintain all faucets and toilet fixtures so that they are not leaking and wasting water. Replacing a gasket in a dripping faucet keeps the faucet from further

damage, which may result in replacing the faucet. Maintenance staff shall inspect all plumbing fixtures when entering a unit on a plumbing-related work order.

Landscape Sprinkler System – The sprinkler system is inspected in the spring during set up and weekly throughout the mowing season, and after each mowing. The water is blown out of the system to winterize it for the cold months. During the watering months, in order to conserve water the weather is watched to determine the need for watering.

Back Flow tests are performed as required by the city annually.

Resource Conservation

It is a continuous goal of the GVRHA to conserve resources at all rental properties. The following measures are performed as funding allows:

- Fluorescent Light bulbs have been installed in the exterior lights and lights in the interior common areas of the building. When light bulbs have to be replaced in the apartments, fluorescent bulbs shall be installed, if possible.
- Some of the water heaters and heating systems have been replaced with more efficient units to reduce electrical usage. As systems need to be replaced they are replaced with more efficient units. Scaled guard thermostat settings should be made to all water heaters (125 degrees F or less).
- Swamp cooler covers are installed in the cold months to stop heat loss from the diffuser areas. Windows are caulked and doors are weather stripped when needed.
- Recycling is encouraged at Mountain View Apartments. Information is given to tenants on how and what to recycle. Recycling bins shall be clearly marked at all times.
- All appliances purchased for replacement shall be Energy Star Rated.
- Window shall be replaced with low E thermal pane Windows, as funding allows.
- All toilets, faucets and showerheads installed shall be low-flow units. Aerators shall be maintained/ installed on faucets.
- All tenants are encouraged to report water leaks and improperly functioning toilets as soon as possible in order to conserve water. Sprinklers are also checked to be sure they are watering the intended areas. During the mowing months, the condition of the grassy areas is constantly monitored to determine the need for watering. Sprinklers are shut down if it rains.
- Bi-Monthly water leak checks shall be conducted by the maintenance staff or Program Manager.
- All qualified units are weatherized.

Exterior Building Inspection

Building: _____ Date: _____ Inspector: _____

Area	Pass	Fail	Comments
Siding			
Foundation			
Roof			
Soffit/Fascia			
Window/Security Exterior Doors			
Gutters/Drainage			
Sidewalks			

GROUNDS INSPECTION

Property _____

Date: _____ Inspected By: _____

Area	Pass	Fail	Comments
Parking Area			
Carport Structure			
Walkways			
Back of Building (Recycle Bins, Grocery carts, etc)			
Railings			
Plants/Trees			
Sprinklers/Other			

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ☐
American Family Mutual Insurance Company if selection box is not checked.
6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
Keith Templeton
PO Box 64
Gunnison, CO 81230

Agent's Name, Address and Phone Number (Agt./Dist.)
Richard D Nelson
1140 N MAIN ST STE D
GUNNISON, CO 81230
(970) 641-3481 (174/307)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES

This is to certify that 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE EFFECTIVE (Mo, Day, Yr)	POLICY DATE EXPIRATION (Mo, Day, Yr)	LIMITS OF LIABILITY		
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence	$	,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence	$	,000
				Farm Employer's Liability Each Occurrence	$	,000
Workers Compensation and Employers Liability †				Statutory		**********
				Each Accident	$	,000
				Disease - Each Employee	$	,000
				Disease - Policy Limit	$	,000
General Liability ☒ Commercial General Liability (occurrence) ☐ ☐	05-X70489-04	10/12/2014	10/12/2015	General Aggregate	$	1,000,000
				Products - Completed Operations Aggregate	$	1,000,000
				Personal and Advertising Injury	$	500,000
				Each Occurrence	$	500,000
				Damage to Premises Rented to You	$	100,000
				Medical Expense (Any One Person)	$	5,000
Businessowners Liability				Each Occurrence††	$	,000
				Aggregate††	$	,000
Liquor Liability				Common Cause Limit	$	,000
				Aggregate Limit	$	,000
Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Auto ☐ Nonowned Autos ☐				Bodily Injury - Each Person	$	,000
				Bodily Injury - Each Accident	$	,000
				Property Damage	$	,000
				Bodily Injury and Property Damage Combined	$	,000
Excess Liability ☐ Commercial Blanket Excess ☐				Each Occurrence/Aggregate	$	,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS
Listed as additionally insured.

†The individual or partners shown as insured elected to be covered under this policy. ☐ Have ☐ Have not

††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS

Gunnison County
200 E Virginia Ave
Gunnison, CO 81230

CANCELLATION

☐ Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.

☐ This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED
12/05/2014

AUTHORIZED REPRESENTATIVE
T Bradford