AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Memorandum Agreement; City of Gunnison; Senior Transportation; 1/1/15 thru 12/31/15; $25,000

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and City of Gunnison

Term Begins: 4/1/2015 **Term Ends:** 12/31/2015 **Grant Contract #:**

Summary:
City of Gunnison has requested an agreement be signed in order for them to contribute their pledged $25,000 to the Sr Transportation program

Fiscal Impact: $25,000

Submitted by: Kairn Stewart **Submitter's Email Address:** kstewart@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This MOU is for the Sr. Transportation contribution of $25,000 that will be used as match for the Region 10 grant. It is included in the current County budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/3/2015

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

Comments:

ok db 3/31/15

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/31/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 4/3/2015

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

Agenda Date: 4/7/2015 Follow Up Agenda Date:

Revised April 2013

MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, hereinafter called "COUNTY", WITNESSETH:

WHEREAS, CITY desires to increase the availability and frequency of transportation services to City of Gunnison senior citizens; and

WHEREAS, COUNTY administers a senior transportation program through the Department of Health and Human Services, which is currently operated by Gunnison Valley Health; and

WHEREAS, COUNTY administered program currently offers three days per week on a regularly scheduled basis, plus limited on-demand service; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to provide increased transportation for senior citizens within the City of Gunnison and within a four (4) mile radius of the city limits; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. COUNTY agrees to:

   a. Expand services for senior citizens within the City of Gunnison and within a four (4) mile radius of the city limits; and

   b. Acknowledge the financial support of the City of Gunnison in advertising and promotional literature; and

   c. Provide CITY with a detailed summary and accounting of the program's accomplishments, including ridership and budgeted versus actual expenditures incurred during the term of this agreement. Said report must be provided no

later than December 31, 2015; and

d. Carry and maintain at all times during the Term of this Agreement, 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, COUNTY will provide insurance certificates to CITY, listing CITY 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 CITY.

   i. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by COUNTY during the term of this Agreement.

   ii. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Ninety 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 Fifty Thousand and No/100 U.S. Dollars ($990,000.00).

   iii. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $150,000 for any injury to one person in any single occurrence and in an amount no less than $600,000 for any injury to two or more persons in any single occurrence.

2. CITY hereby agrees to:

a. Provide the funds previously appropriated and budgeted in the amount of Twelve-Thousand Five Hundred and no/100 Dollars ($12,500.00) to COUNTY within thirty (30) days of execution of this agreement; and

b. Additionally provide the funds previously appropriated and budgeted in the amount of Twelve-Thousand Five Hundred and no/100 Dollars ($12,500.00) to COUNTY following a report of the to-date program expansion accomplished as a result of increased funding. It is understood and acknowledged that said report must be delivered in writing to CITY prior to July 31, 2015.

3. The Term of this agreement is from January 1, 2015 through December 31, 2015.

4. This written agreement constitutes the only expressed or implied understanding between CITY and COUNTY in regards to the Senior Transportation Program, respectively.

5. It is understood and recognized that the funds provided according to this agreement represent a one-time contribution for the 2015 budget and this funding agreement does not constitute any guarantee of future funding.

6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By_____
Robert E. Drexel
Mayor

_____
Gail A. Davidson
City Clerk

GUNNISON COUNTY

By_____