AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager Signature; Agreemen

Action Requested: Motion

Parties to the Agreement:

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

Summary:

This agreement was executed by the County Manager on 4/18/16.

Fiscal Impact: $220,000

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, amount included in 2016 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/21/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 4/19/2016 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:
The fiscal impact is primarily between the RTA and GVH. The County is acting as the fiscal agent for the RTA.

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/25/2016

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

Agenda Date: 5/3/2016

Revised April 2015

AGREEMENT

This Agreement ("Agreement") made effective the 1st day of April, 2016, is by and between the Board of County Commissioners of Gunnison County, Colorado, 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and the Board of Trustees of Gunnison Valley Hospital, on behalf of the Gunnison Valley Health Senior Care Center ("Senior Care Center") and the Gunnison Valley Regional Transportation Authority ("RTA").

RECITALS

Senior Care Center provides professional services regarding transportation of seniors ("Services"). Gunnison County desires to engage Senior Care Center to provide the Services according to this Agreement.

RTA desires to engage the Services provided by Senior Care Center.

Gunnison County provides fiscal agent services for the RTA.

AGREEMENT

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

1. TERM.

The term of this Agreement shall commence on April 1, 2016 and shall terminate on December 31, 2016 unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Senior Care Center and Gunnison County shall furnish all materials, labor, supervision, supplies 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 Senior Care Center's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Senior Care Center acknowledges that this is a non-exclusive Agreement, and the RTA may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

3. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for the Senior Care Center's performance of the Services during the Term, the RTA, through its fiscal agent Gunnison County, shall pay the Senior Care Center the full and complete amount not to exceed Two Hundred Twenty

Thousand Dollars and no cents ($220,000.00). Any expenditures in excess of this amount must be pre-approved by RTA Executive Director Scott Truex.

(b) The Compensation shall compensate Senior Care Center for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

(c) This Agreement is subject to RTA making an annual budget appropriation in an amount sufficient to fund this Agreement. If the Board fails or refuses to make such an appropriation, RTA reserves the right to terminate this Agreement without penalty to the Senior Care Center pursuant to paragraph 6 of this Agreement.

4. INDEMNIFICATION .

(a) Senior Care Center agrees to indemnify, defend and hold harmless Gunnison County and RTA, their 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 Senior Care Center or its employees, sub-contractors or agents in connection with this Agreement.

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

5. INSURANCE.

Senior Care Center agrees that at all times during the Term of this Agreement, Senior Care Center 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, Senior Care Center will provide insurance certificates to Gunnison County, listing Gunnison County and RTA as additional insured, for the coverage required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County and RTA.

(a) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by the Senior Care Center during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent in an amount not less than $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury Liability and $500,000 for Property Damage Liability.

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than three hundred fifty thousand dollars ($350,000) for

any injury to one person in any single occurrence, and in an amount no less than nine hundred ninety thousand dollars ($990,000) for any injury to two or more persons in any single occurrence.

6. TERMINATION.

Any 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, the Senior Care Center shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in paragraph 4 of this agreement.

7. DELEGATION AND ASSIGNMENT.

This is a service contract with the Senior Care Center and, therefore, Senior Care Center shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County and RTA which consent Gunnison County and RTA 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.

8. 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
200 E. Virginia
Gunnison, Colorado 81230

RTA: Scott Truex
Executive Director
PO Box 39
Crested Butte, CO 81224

If to Senior Care Center:
Wade Baker, Administrator
Gunnison Valley Health Senior Care Center

1500 W. Tomichi
Gunnison, CO 81230

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.

9. INDEPENDENT CONTRACTOR.

(a) In carrying out its obligations and activities under this Agreement, Senior Care Center is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County or RTA. Senior Care Center does not have any authority to bind Gunnison County or RTA in any manner whatsoever.

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

10. 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.

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.

(d) IMMIGRATION COMPLIANCE CERTIFICATION. Senior Care Center certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this contract. Senior Care Center further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this contract. Finally, Senior Care Center certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot

Employment Verification Program (operated by the Department of Homeland Security).

12. 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.

13. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

Transportation Authority

By: _____
Roland Mason, Board Chair

Board of Trustees of Gunnison Valley Hospital
on behalf of the Gunnison Valley Health Senior Care Center

By: _____
Wade Baker, Administrator

EXHIBIT A

SCOPE OF SERVICES

Senior Care Center shall perform and provide the following services:

- Provide transportation services to Seniors of Gunnison County, who reside within the identified service area, on a regularly scheduled basis.
- Work with necessary County and RTA staff to ensure all required compliance related to transportation program is met, including:
    - Provide required compliance for driving personnel (background checks, annual evaluations, etc.).
    - Maintain required transportation logs.
    - Assist in collection of donated transportation monies.

Regional Transportation Authority shall perform and provide the following services:

Funding to the Senior Care Center in the amount not to exceed $220,000.00 for transportation services to Seniors of Gunnison County, within the identified service area.

Gunnison County shall perform and provide the following services:

- Provide fiscal agent service to the RTA for this contract, including the payment of vouchers for services to the Senior Care Center.
- Provide personnel to process referrals to the bus service.
- Provide regular and un-scheduled maintenance on senior transportation vehicles (in addition to regular reimbursement).

CONSULTING FEES

During the term of this agreement, unless additional expenditures are pre-approved by RTA Executive Director Scott Truex, Gunnison Valley Health Senior Care Center's full and complete compensation shall not exceed:

1) Personnel/Staff Training Costs: One Hundred Twenty One Thousand Dollars ($121,000.00)
   and
2) Mileage Reimbursements: Six Thousand Dollars ($6,000.00)
   and
3) Equipment and Supplies Costs: Three Thousand Dollars ($3,000.00)
   and
4) Capital (bus purchase) Costs: Eighty Five Thousand Dollars ($85,000).
5) Marketing: Five Thousand Dollars ($5,000)