AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Con

Action Requested: County Manager Signature

Parties to the Agreement:

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

Summary:

Update of Linkage fees, providing for methodologies for future staff updates

Fiscal Impact: Not to Exceed $9,000

Submitted by: Neal Starkebaum **Submitter's Email Address:** nstarkebaum@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, cost can be covered in 2018 adopted budget in workforce impact activity. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/9/2018

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

Comments:
ok db 1/11/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 1/11/2018 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/12/2018

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

Agenda Date: 1/16/2018

Revised April 2015

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT ("Agreement") made effective the 21st day of December, 2017, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (hereinafter "Gunnison County") and RRC Associates, whose address 4770 Baseline Road, Suite 360, Boulder, Colorado 80303 (hereinafter "Consultant").

RECITALS

The Consultant desires to provide services to the Gunnison County Community Development Department to update the Workforce Housing Fee (also known as the "Linkage Fee") attached hereto and incorporated herein by reference as Appendix "A" ("Services").

Gunnison County desires to engage Consultant 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. SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Consultant's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Consultant 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, 2018, unless sooner terminated or replaced as provided herein ("Term").

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Promote Prosperous, Collaborative and Healthy Communities C. 8. By December 31, 2021, Gunnison County will increase the availability of housing by facilitating the construction of 200 new affordable units strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Consultant's performance of the Services, during the Term, Gunnison County shall pay Consultant fees not to exceed Six Thousand Eight Hundred and No/100 U. S. Dollars ($6,800.00). Payment shall be made by Gunnison County to Consultant within 45 days of receipt of an invoice.

The Compensation shall compensate Consultant for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

5. INSURANCE.

Consultant agrees that at all times during the Term of this Agreement that Consultant 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, Consultant 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 Consultant 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 $350,000 for any injury to one person in any single occurrence and in an amount no less than $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, Consultant is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Consultant does not have any authority to bind Gunnison County in any manner whatsoever.

Consultant acknowledges and agrees that Consultant is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from

Gunnison County. Further, Consultant is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Consultant agrees to indemnify, defend and hold harmless 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 Consultant 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 Consultant 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. Consultant 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, Consultant 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) Consultant certifies that Consultant does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

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

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

10. ADA COMPLIANCE.

The Consultant 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 Consultant, or be subjected to any discrimination by the Consultant 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 personal services contract with Consultant and, therefore, Consultant 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,

Consultant shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Appendix "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
Consultant:	RRC Associates 4770 Baseline Road, Suite 360 Boulder, Colorado 80303

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 of Colorado District Court, Gunnison County, Colorado.

16. 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.

17. 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 above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON CO SEAL COLORADO

CONSULTANT NAME

By: Paul Becker, RRC Associates

Appendix "A" to the Consultant Agreement by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 and RRC Associates, whose address is 4770 Baseline Road, Suite 360, Boulder, Colorado 80303, dated January 8, 2018.

December 11, 2017 (updated January 8, 2018)

Jennifer Kermode, Executive Director
Gunnison Valley Regional Housing Authority (GVRHA)
202 E. Georgia Avenue
Gunnison, CO 81230

Via email: jkermode@gvrha.org

Dear Jennifer:

Thank you for asking us to provide GVRHA with a proposal to update Gunnison County's workforce housing linkage fees. We understand that the last update to these fees occurred in 2011, and that Gunnison County would like to update them to reflect current economic and housing conditions. We also understand that the County would like to use data we have compiled from surveys in Gunnison County and other comparable areas throughout the mountain west rather than conducting new primary research.

This letter outlines a proposed scope of work, budget and timeline to accomplish this update. Please note that we are open to refining the approach and budget as needed to best meet your needs.

Proposed scope of work

The scope of work would entail updating Gunnison County's residential and commercial workforce housing impact fees by using the latest available economic and housing data to recalculate the fees. The calculation methodology would mirror the approach used to calculate the fees in the most recent past. The update process would entail collecting and analyzing a variety of data inputs, including the following:

- Employment generation rates for commercial development, using a database maintained by RRC of employer surveys conducted in a variety of comparable mountain

counties. Additional mountain communities have been added to the dataset since Gunnison County's fees were last updated.

- Employment generation rates for residential development, using a database maintained by RRC of homeowner operations and maintenance surveys conducted in a variety of comparable mountain communities, as well as estimates of construction-related employment. Again, additional mountain communities have been added to the survey dataset since Gunnison County's fees were last updated.
- Demographic and economic data for Gunnison County from the 2016 Gunnison Valley Housing Needs Assessment on average workers per household and multiple jobholding rates, and CHFA for AMI (area median income).
- Home sales data for Gunnison County, per Gunnison County Assessor records.

In addition to updating the fee rates, we understand that GVRHA would also like this update to do the following:

- Calculate and show the updated fees in fine-grain increments (e.g. per 100 sqft of new development), and/or provide and explain the formulas that can be used to calculate the fees for any new increment of new development. Relatedly, calculate and show fees for new development in excess of 4,000 square feet that would reduce the size of the step-up in fee amounts.

The project deliverable would be an Excel spreadsheet supported by a brief report with supporting tables documenting the updated fees and the data sources and methodologies used to update the fees. The report would also address the County's need for greater granularity in how the fees scale with increases in built square footage. The report would be definitional and instructional, with the intent of enabling Gunnison County to update the fees independently going forward should it choose to do so. The scope does not include revisiting the residential and commercial mitigation rates established by the County (i.e. proportion of housing demand to be mitigated).

In addition, we understand that you would like to have the option of requesting RRC attendance at a public meeting to explain and answer questions regarding the fee updates.

Proposed budget and timeline

The cost of the scope of work as outlined above, exclusive of attendance at a public meeting, is estimated at $6,800. RRC would only bill for actual costs incurred at its normal hourly billing rates, up to a not-to-exceed cap without prior authorization of $6,800. The cost of RRC attendance and presentation of the results in a public meeting would be an additional $2,200.

We understand that you would like to have the analysis completed as soon as possible, and no later than the end of February. We would plan accordingly to deliver the final report to you within that timeframe.

Conclusion

Thank you again for the opportunity to provide this proposal. We would again note that we are flexible with regards to scope and budget, and look forward to discussing next steps with you after you have a chance to review.

Sincerely,
RRC Associates

David Becher, Director of Research
david@rrcassociates.com
303-396-1611

Chris Cares, Managing Director
chris@rrcassociates.com
303-396-1615