AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: MOU w/ RTA - Airline Mechanic Services

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and the Gunnison Valley Rural Transportation Authority (RTA)

Term Begins: January 1, 2019 **Term Ends:** 12/31/2019 **Grant Contract #:**

Summary:

The RTA to facilitate payment of $24k to the County in support of airline mechanic services provided by Eddie Avila (separate agreement) for one year.

Fiscal Impact: $24,000 paid to the County for the retainer being paid to the contractor

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, will initiate a budget amendment request if approved as this was not anticipated in the 2019 adopted budget. Net zero impact, revenue equals expenditures. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/12/2019

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

Comments:
ok db 2/12/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/12/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2019

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

Agenda Date: 2/19/2019

Revised April 2015

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made this ____ day of _____, 2019, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Gunnison County") and the Gunnison Valley Rural Transportation Authority ("RTA").

RECITALS

WHEREAS the RTA provides management and funding to improve air transportation to and from Gunnison-Crested Butte Regional Airport (GUC) on a year-round basis;

WHEREAS the RTA desires to grow air transportation to and from GUC and has thus adopted a strategic plan for air service growth and as updated semi-annually;

WHEREAS the RTA desires that certain independent Aircraft Airframe and Power Plant (A&P) maintenance services are available at GUC in support of reliable air transportation from GUC;

WHEREAS the RTA wishes to support the provision of A&P maintenance services by providing to the Gunnison County certain funds that Gunnison County can use as a contribution that would assist in the availability at GUC of certain beneficial industry recognized independent A&P expertise;

WHEREAS Gunnison County, also desiring to support the availability of A&P maintenance services at GUC, has made workshop space available for such activity, intends to enter into an agreement with an independent industry standard A&P services provider ("Contractor").

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals above, Gunnison County and the RTA agree to the following terms and conditions:

1. TERM.

The term of this Agreement shall begin pro nunc tunc January 1, 2019 and shall terminate on December 31, 2019 ("Term"), unless sooner terminated or replaced as provided herein.

2. CONSIDERATION.

A. Obligations of Gunnison County.

As full and complete consideration to the RTA, during the Term of this Agreement, Gunnison County agrees in good faith to attract and thus make available at GUC

by means of an independent contractor agreement, professional A&P maintenance services.

GUC will provide the Contractor access to and use of the GUC operations building, office space, work area, supplies, and office facilities and any source material as may be necessary, in the discretion of Gunnison County, to perform professional A&P maintenance services. RTA shall have no oversight or authority regarding Gunnison County's use of the funds.

B. Obligations of RTA.

As full and complete consideration to Gunnison County for supporting independently provided A&P services, during the Term of this Agreement, the RTA shall pay to Gunnison County Twenty Four Thousand and No/100 U.S. Dollars ($24,000.00) as a contribution towards supporting independently provided A&P services.

C. Refund.

Funds actually provided by RTA to Gunnison County pursuant to this Agreement which are neither spent by nor contractually obligated by Gunnison County during the Term of this Agreement shall be returned by Gunnison County to the RTA.

3. 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:	Matthew Birnie, County Manager Gunnison County 200 E. Virginia Gunnison, Colorado 81230
With a copy to:	Rick Lamport, Airport Manager Gunnison-Crested Butte Regional Airport 519 Rio Grande Avenue Gunnison, Colorado 81230
RTA:	Scott Truex, Executive Director Gunnison Valley Rural Transit Authority PO Box 39 Crested Butte, CO 81224

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.

4. 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.

5. 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 Colorado District Court governing Gunnison, Colorado.

6. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between Gunnison County and the RTA superseding all prior representations, understandings or agreements, oral or written, and may not be changed or modified in any way except by a signed document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON VALLEY RURAL
TRANSPORATION AUTHORITY

By: Janet R Farmer
Janet Farmer, Vice Chairperson