AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; A&P Maintenance Services

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Eddie Avila

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

Summary:

Contractor agreement for Eddie Avila to provide A&P maintenance services at GUC in support of aircraft operations. There currently is not an A&P mechanic at GUC.

Fiscal Impact: $2,000 to the contractor monthly, funding will be provided by RTA (separate agreeement)

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, revenue to cover this cost is coming from RTA. 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

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") is made effective this ___ day of _____, 2019, 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 Eddie Avila , whose address is 711W Rio Grande Ave., Gunnison, CO 81230 ("Contractor").

RECITALS

WHEREAS, Gunnison County desires that certain independent Aircraft Airframe and Power Plant (A&P) maintenance services are available at the Gunnison-Crested Butte Regional Airport ("GUC") in support of reliable air transportation from GUC; and

WHEREAS, Gunnison County desires to provide funds as a foundation for provision of those services which services shall be paid for by the party requesting the services; and

WHEREAS, Contractor desires to provide A&P maintenance services at GUC according to this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals above, Gunnison County and Contractor 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. SERVICES.

Contractor agrees to provide professional A&P maintenance services at GUC in support of aircraft operations to include, but not limited to the following ("Services"):

A. As needed industry recognized A&P mechanic skills and services, required written reports, and technical assistance in connection with maintaining reliable existing and future commercial air transportation ("Airline") and general aviation operations; and

B. Take all reasonable, proper and necessary steps to accomplish the Services, which shall include, but not be limited to:

1. Qualifying for and maintaining a GUC airport AOA and security badge enabling Contractor to access aircraft operating ramps and areas; and

2. Providing necessary selection of hand tools and equipment to perform the Services as necessary; and

3. Maintaining airline specific required technical proficiency enabling Contractor to work on airline specific aircraft fleet mix serving GUC; and

4. Advise airline and Fixed Base Operator ("FBO") of any required supplies (oil, grease etc.) that may be required from time to time for servicing aircraft; and

5. Contractor shall be solely responsible to invoice airline and FBO customers for any work performed. Contractor hereby acknowledges that Gunnison County shall not be liable under any circumstances for non-payment by customers.

Services performed under this Agreement shall be performed at the request either of the airline or the FBO, and shall be compensated for by the requesting party. 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.

3. 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.

4. COMPENSATION.

In consideration and exchange for Contractor's performance of the Services, during the Term of this Agreement, Gunnison County shall:

A. Provide Contractor access to and use of airport operations building and office space, work area, supplies, and office facilities and any source material as may be necessary to perform the Services required under this Agreement; and

B. Pay Contractor, monthly fees in the amount of Two Thousand and No/100 U. S. Dollars ($2,000.00), not to exceed Twenty Four Thousand and No/100 U.S. Dollars ($24,000.00) per calendar year ("Compensation").

All invoices must be submitted to Gunnison County within ten (10) working days of the final day of the month. Payment of all undisputed invoices will be made by Gunnison County within 14 days of receipt of a properly prepared invoice.

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

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:

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 Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

C. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

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.

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.

CONTRACTOR HAS NO AUTHORITY TO SUBMIT PROPOSALS, SIGN ANY CONTRACT, ACCEPT ANY ORDER, INCUR ANY OBLIGATION OR MAKE ANY REPRESENTATION, WARRANTY OR COMMITMENT OR PERFORM ANY WORK ON BEHALF OF GUNNISON COUNTY WITHOUT THE EXPRESS WRITTEN CONSENT OF GUNNISON COUNTY.

AS AN INDEPENDENT CONTRACTOR, CONTRACTOR SHALL BE PRIMARILY RESPONSIBLE FOR DETERMINING HIS OR HER OWN WORKING HOURS AND WORK METHODS, CONSISTENT WITH THE EFFICIENT AND EFFECTIVE ACCOMPLISHMENT OF THE SERVICES TO BE PERFORMED. CONTRACTOR SHALL PERFORM THE SPECIFIED SERVICES IN ACCORDANCE WITH THE TIMES/DATES/PERIODS ESTABLISHED BY THE AIRLINE OR AIRCRAFT OPERATOR AS APPLICABLE, AND IN ACCORDANCE WITH STANDARDS AND PRACTICES ESTABLISHED BY THE AIRLINE OR AIRCRAFT OPERATOR AND AS COMMUNICATED TO THE CONTRACTOR.

CONTRACTOR HEREBY REPRESENTS AND WARRANTS TO GUNNISON COUNTY THAT CONTRACTOR IS READY, WILLING, AND ABLE TO PERFORM, IN A PROFESSIONAL AND WORKMANLIKE MANNER, THE SERVICES CONTEMPLATED UNDER THIS AGREEMENT AND THAT NEITHER THE EXECUTION OF THIS AGREEMENT NOR THE PERFORMANCE OF THE SERVICES CONTEMPLATED HEREUNDER (1) WILL VIOLATE THE TERMS OF ANY UNDERSTANDING, AGREEMENT OR ORDER BETWEEN THE CONTRACTOR AND ANY OTHER PARTY, OR (2) WOULD CREATE OR APPEAR TO CREATE A CONFLICT OF INTEREST BETWEEN GUNNISON COUNTY AND ANY OTHER PARTY. IT IS FURTHER AGREED THAT CONTRACTOR SHALL PERFORM THE SERVICES HEREUNDER PERSONALLY AND MAY NOT ASSIGN OR TRANSFER THE SERVICES, DUTIES, OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE EXPRESS WRITTEN APPROVAL FROM GUNNISON COUNTY.

7. INDEMNIFICATION.

Contractor 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 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. 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.

10. 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.

11. DELEGATION AND ASSIGNMENT.

This is a personal 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.

12. 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.

13. 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
200 E. Virginia
Gunnison, Colorado 81230

With a copy to: Rick Lamport, Airport Manager
519 Rio Grande Avenue
Gunnison, Colorado 81230

Contractor: Eddie Avila
519 Rio Grande Ave.,
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.

14. 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.

15. 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: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

CONTRACTOR

By: _____
Eddie Avila