AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: MOA; Six Points

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Please see the attached contract, which reflects the funding decision within the annual budget.

Fiscal Impact: $12,000

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, $12,000 in adopted 2020 budget to support this agreement. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/13/2020

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

Comments:
ok db 3/13/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/13/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 3/13/2020

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

Agenda Date: 3/17/2020

Revised April 2015

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made effective the 1st day of January, 2020, 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 Six Points Evaluation and Training, Inc., a Colorado Nonprofit Corporation, whose address is 1160 N. Main Street, Gunnison, CO 81230 ("Six Points").

RECITALS

WHEREAS, Six Points has requested assistance from Gunnison County in financing a portion of operational costs; and

WHEREAS, Gunnison County is supportive of the objectives of Six Points in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County feels it is in the public's interest to provide financial assistance to Six Points.

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 MOA shall commence on the 1st day of January, 2020 and shall terminate on December 31, 2020, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

(a) Gunnison County agrees to provide $12,000 in funds to Six Points. It is understood and recognized that these funds must be used for financing a portion of operational costs.

(b) The quarterly payments will be distributed by Gunnison County only upon submittal of the appropriate documentation pursuant to paragraph 5.

(c) Six Points agrees to submit a final written project report by October 1, 2020 that shall include, at a minimum, the information requested on the Funding Recipient Project Report (Exhibit A).

(d) The County's receipt of this final project report by the October 1, 2020 deadline will serve as a condition for future funding eligibility.

(e) This MOA is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this MOA. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this MOA pursuant to paragraph 12 of this MOA.

(f) Gunnison County reserves the right to amend this agreement to reduce the contribution stated herein if the 2019 Gunnison County audit should result in a significantly lower fund balance than projected.

3. STRATEGIC RESULT.

Execution of this MOA will assist Gunnison County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan.

4. INDEMNIFICATION.

(a) Six Points 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 Six Points or its employees, sub-contractors or agents in connection with this MOA.

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

5. INSURANCE.

Six Points agrees that at all times during the Term of this MOA that Six Points 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 MOA, Six Points 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 in an amount no less than One Million Ninety Three Thousand and No/100 U.S. Dollars ($1,093,000.00) to adequately protect 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 in an amount no less than 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 in an amount no less than One Million Ninety Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

(c) Comprehensive automobile liability insurance on any 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.

6. INDEPENDENT CONTRACTOR.

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

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

7. AUTHORITY TO AUDIT RECORDS.

Gunnison County has the authority to audit Six Points' financial records, said audit to be performed by an employee, agent or designee of Gunnison County and at the expense of Six Points, upon seven days' notice to Six Points.

8. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Six Points and, therefore, Six Points shall not delegate or assign its duties under this MOA 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 MOA shall be binding on the successors and assigns of either party.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

(a) Six Points certifies that Six Points does not and will not knowingly contract with or employ illegal aliens to work under this MOA.

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

(c) Six Points will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all Six Points' employees who are hired to perform work under this Agreement.

(d) Six Points 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) Six Points agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

10. DISCRIMINATION.

Six Points 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. Six Points 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, Six Points 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.

11. 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
Six Points:	Six Points Evaluation and Training, Inc. PO BOX 1002 / 1160 N. Main Street Gunnison, CO 81230
With a copy to:	Nancy Lakiotes, Acting Director PO BOX 1002 / 1160 N. Main Street 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.

12. TERMINATION.

Either party shall have the right to terminate this MOA at any time, with or without cause, upon thirty (30) days prior written notice to the other.

13. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this MOA 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 MOA 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 MOA 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.

14. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this MOA, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorney's fees and expert witness fees.

15. GOVERNING LAW.

This MOA 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 MOA shall be in the state District Court governing Gunnison, Colorado.

16. ENTIRE AGREEMENT.

This MOA 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.

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

This MOA 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 MOA as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy Clerk

By: Nancy Lakotes
Six Points

EXHIBIT A

Funding Recipient Project Report
Calendar Year 2020

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2020 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

_____

_____

_____

_____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

_____

_____

_____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

_____

_____

_____

_____

_____

How Your Customer Results Were Measured: _____

_____

_____

_____

_____

Submit this report to **one** of the following by October 1, 2020. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CenterPoint Insurance Group
8400 E Prentice Ave Suite 735
Greenwood Village CO 80111

CONTACT NAME: Val Jennings
PHONE (A/C, No, Ext): (303)333-0375 FAX (A/C, No): (303)333-1391
E-MAIL ADDRESS: val.jennings@cptins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Companies	006
INSURER B: Pinnacol Assurance Company	20
INSURER C: Certain Underwriters at Lloyds	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Six Points Evaluation & Training, Inc.
P.O. Box 1002
1160 N. Main
Gunnison CO 81230-0000

COVERAGES **CERTIFICATE NUMBER:** 2019-2020 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Prof Liab $1MM/$2MM X Sex Abuse $1MM/$1MM GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		PHPK1978767	5/6/2019	5/6/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			PHPK1978767	5/6/2019	5/6/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $ 10,000			PHUB675101	5/6/2019	5/6/2020	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1317160	7/1/2019	7/1/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Cyber/Privacy Liability			ESI061167349	7/1/2019	7/1/2020	Limit	$1MM/$2MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract or agreement Gunnison County is included as an Additional Insured.

CERTIFICATE HOLDER

Gunnison County
County Manager
200 East Virginia Avenue
Suite 262
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael Simms/VAL

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