AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: MOA; GVAWL

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Memorandum of Agreement with Gunnison Valley Animal Welfare League (GVAWL); 2020 Funding

Fiscal Impact:

Submitted by: Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, $7,000 included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/2/2020

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 9/8/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/10/2020

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

Agenda Date: 9/15/2020

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 Gunnison Valley Animal Welfare League, a Colorado Nonprofit Corporation, whose address is P.O. Box 1834, Gunnison, CO 81230 ("GVAWL").

RECITALS

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

WHEREAS, Gunnison County is supportive of the objectives of GVAWL 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 GVAWL.

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 $7,000 in funds to GVAWL. 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 6.

(c) GVAWL 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) GVAWL 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 GVAWL 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. NO MOTOR VEHICLE USE.

GVAWL has assured Gunnison County that GVAWL does not own nor lease by GVAWL in GVAWL's operation any motor vehicle. GVAWL and Gunnison County agree that Gunnison County shall have no responsibility or liability for any ownership, lease or use of any motor vehicle, by GVAWL, its employees, subcontractors, agents or volunteers.

6. INSURANCE.

GVAWL agrees that at all times during the Term of this MOA that GVAWL 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, GVAWL 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).

7. INDEPENDENT CONTRACTOR.

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

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

8. AUTHORITY TO AUDIT RECORDS.

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

9. DELEGATION AND ASSIGNMENT.

This is a personal services contract with GVAWL and, therefore, GVAWL 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.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

(c) GVAWL 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 GVWAL's employees who are hired to perform work under this Agreement.

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

11. DISCRIMINATION.

GVAWL 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. GVAWL 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, GVAWL 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.

12. 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

GVAWL:
Gunnison Valley Animal Welfare League
Attn: Kathy MacAllister
P.O. Box 1834
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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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: Kathy MacAllister
GVAWL Board President

GUNNVAL-03

RMURRAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2020

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 have ADDITIONAL INSURED provisions or 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 License # 0757776
HUB International Insurance Services (COL)
2000 S. Colorado Blvd
Tower 2, Suite 150
Denver, CO 80222

CONTACT NAME:
PHONE (A/C, No, Ext): (303) 893-0300 FAX (A/C, No): (866) 243-0727
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)	10023
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gunnison Valley Animal Welfare League
Po Box 1834
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: 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	X	2020-16194	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIQUOR LIAB	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			2020-16194	8/27/2020	1/1/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This section is intentionally left blank.

CERTIFICATE HOLDER

County of Gunnison
204 E Virginia Ave
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

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Board of County Commissioners for Gunnison County **City of Gunnnison**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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