AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

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

Action Requested:

Parties to the Agreement:

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

Summary:

Please see the attached contract for Acknowledgement of the County Manager's signature.

Fiscal Impact:

Submitted by: Josh Ost **Submitter's Email Address:** jost@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, can be covered in the 2018 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/9/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/20/2018 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/22/2018

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

Agenda Date: 3/27/2018

Revised April 2015

North Fork Coal Mine Methane Working Group
PERSONAL SERVICES AGREEMENT
Independent Facilitator

THIS NORTH FORK COAL MINE METHANE WORKING GROUP PERSONAL SERVICES AGREEMENT ("Agreement") is entered into this 7th day of March, 2018 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO ("Gunnison County") and SUSAN HANSEN ("Contractor")(collectively "Parties").

RECITALS

The North Fork Coal Mine Methane Working Group (NFCMMWG) was organized in 2017 under the leadership of Delta and Gunnison Counties in west central Colorado. The primary purpose of the collaborative working group is twofold:

a) Explore and analyze opportunities for methane capture and technologies, and

b) Develop a coal mine methane mitigation and utilization strategy for the coal mines located in Delta and Gunnison counties.

Contractor served as facilitator for the North Fork Coal Working Group from 1998 through 2012 while serving as Delta County Administrator.

Contractor desires to provide facilitator services for the NFCMMWG and Gunnison County desires to engage Contractor to provide facilitator services for the NFCMMWG pursuant to this Agreement.

AGREEMENT

1. SCOPE OF CONTRACTOR SERVICES.

Contractor agrees to provide specific services in accordance with the Scope of Services as set forth in Attachment "A" and incorporated herein by this reference ("Services"). Such Services shall generally involve providing meeting facilitation including, but not limited to, preparation of agenda and minutes of all NFCMMWG meetings. The Contractor shall provide her own office space, vehicle, telephone, office equipment, and other items Contractor deems necessary for the performance of the services.

2. TERM OF AGREEMENT.

The term of this Agreement shall begin on date first set forth above, and continue to the completion of the Services described in Attachment "A", though no later than December 31, 2018 at which time this Agreement shall expire ("Term"), unless sooner amended or

terminated as provided herein. Any agreed upon work performed by Contractor before execution of this agreement is eligible for compensation as agreed upon below.

3. COMPENSATION.

In consideration of Contractor's performance of Services properly performed during the Term of this Agreement, Gunnison County shall pay Contractor fees in the amount of Fifty and No/100 U.S. Dollars ($50.00) per hour for meeting preparation and facilitation and a "not to exceed" amount of One Hundred and No/100 U.S. Dollars ($100.00) for preparing monthly meeting minutes/notes. During the Term of this Agreement the total amount of fees to be incurred by Contractor shall not exceed Six Thousand Six Hundred Fifty and No/100 U.S. Dollars ($6,650.00). Contractor shall submit an invoice for services rendered on a monthly basis. All invoices submitted by the Contractor for payment will require a review approval by the NFCMMWG Representative prior to payment by Gunnison County.

This compensation shall compensate Contractor for all charges, expenses and overhead. No benefits, including insurance coverage of any kind or nature, shall be provided as elements of compensation. Contractor shall be responsible for her own reporting and payment of all taxes as required by State and federal laws.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to paragraph 11 of this Agreement.

4. EXPENSES.

Contractor will also be reimbursed for actual expenses incurred, including such items as reasonable automobile mileage, to be calculated pursuant to the Internal Revenue Service's rate of 54.5 cents per mile, meals and costs of special supplies and materials purchased, which are specific to the activities in the Scope of Services. Contractor shall provide copies of receipts for all purchases to Gunnison County are required for reimbursement.

5. OVERSIGHT BY NFCMMWG REPRESENTATIVE.

Gunnison County hereby designates Matthew Birnie as its representative and authorizes him to make all necessary and proper decisions with reference to this Agreement. Contractor shall refer questions concerning program/technical oversight and assistance, requests for contract interpretations, changes, clarifications or instructions to Matthew Birnie who will coordinate the flow of necessary information with the NFCMMWG.

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.

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. 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.

10. 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.

11. 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, per the compensation terms outlined in paragraph 3 herein.

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

Contractor: Susan Hansen
1322 Clear Fork Road
Crawford, CO 81415

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. 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.

14. 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 hereunto set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

By: _____
Susan Hansen

Attachment "A"

Scope of Services
For Personal Services Agreement
Susan Hansen

Contractor serves as Independent Facilitator for the North Fork Coal Mine Methane Working Group (NFCMMWG). This Scope of Services is Attachment "A" to the current Personal Services Agreement with the Board of County Commissioners of the County of Gunnison, Colorado. Contractor is responsible to the NFCMMWG for the following activities:

1. With the assistance of the NFCMMWG Representative coordinate and schedule NFCMMWG meetings.

2. Prepare meeting agenda, record minutes, and provide other support as requested.

3. Arrange for and coordinate speakers/presenters for NFCMMWG meetings.

4. With the assistance of the NFCMMWG Representative, coordinate NFCMMWG workshops, meetings, forums, field tours and other activities that will provide opportunities for NFCMMWG members to gain information on coal methane capture opportunities and issues.

5. Maintain positive communication with the members of the NFCMMWG and make timely reports on accomplishments.

6. Coordinate and prepare a final report for the NFCMMWG.