AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: MOA; Conservation District

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Memorandum of Agreement with the Gunnison Conservation District

Fiscal Impact: $5,000

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, $5,000 for this contribution agreement is included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/6/2020

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

Comments:
ok db 6/10/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/10/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/10/2020

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

Agenda Date: 6/16/2020

Revised April 2015

DocuSign Envelope ID: F5A9C0E2-C8B6-488F-B24E-50FC17E1A009

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 the Gunnison Conservation District, whose address is 216 N. Colorado, Gunnison, CO 81230 ("Gunnison Conservation District").

RECITALS

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

WHEREAS, Gunnison County is supportive of the objectives of Gunnison Conservation District 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 Gunnison Conservation District.

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 $5,000 in funds to Gunnison Conservation District. 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) Gunnison Conservation District 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 Protect the Environment strategy, as outlined in the Gunnison County Strategic Plan.

4. INDEMNIFICATION.

(a) Gunnison Conservation District 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 Gunnison Conservation District 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.

Gunnison Conservation District agrees that at all times during the Term of this MOA that Gunnison Conservation District 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, Gunnison Conservation District 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.

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

(b) Gunnison Conservation District acknowledges and agrees that Gunnison Conservation District is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Gunnison Conservation District 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 Gunnison Conservation District's financial records, said audit to be performed by an employee, agent or designee of Gunnison County and at the expense of Gunnison Conservation District, upon seven days' notice to Gunnison Conservation District.

8. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Gunnison Conservation District and, therefore, Gunnison Conservation District 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) Gunnison Conservation District certifies that Gunnison Conservation District does not and will not knowingly contract with or employ illegal aliens to work under this MOA.

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

(c) Gunnison Conservation District 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 Gunnison Conservation District's employees who are hired to perform work under this Agreement.

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

10. DISCRIMINATION.

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Gunnison Conservation District 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. Gunnison Conservation District 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, Gunnison Conservation District 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

Gunnison Conservation District:
Attn: Sam Liebl
216 N. Colorado
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.

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(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

DocuSigned by:
By: Jan Coury 5/20/2020
27ACE61D03874BD...
Gunnison Conservation District

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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: _____

_____

_____

_____

_____

_____

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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

Colorado Special Districts Property and Liability Pool

CERTIFICATE OF COVERAGE

Certificate Number
CERT-007404

ADMINISTRATOR
Colorado Special Districts Property and Liability Pool
c/o McGriff, Seibels & Williams, Inc.
PO Box 1539
Portland, OR 97207-1539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED MEMBER
Gunnison Conservation District
216 N. Colorado
Gunnison, CO 81230

COMPANIES AFFORDING COVERAGE

COMPANY A:	Colorado Special Districts Property and Liability Pool
COMPANY B:	
COMPANY C:	
COMPANY D:	
COMPANY E:	

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability ☒Commercial General Liability ☒Public Officials Liability ☒Employment Practices ☒Occurrence	POL-0003129	01/01/20	12/31/20	General Aggregate	Unlimited
		*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) $387,000 for an injury to any one person in any single occurrence; and (b) $1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed $387,000 for each injured person.			Each Occurrence*	$2,000,000
A	Automobile Liability ☐Scheduled Autos ☒Hired Autos ☒Non-Owned Autos	POL-0003129	01/01/20	12/31/20	Each Occurrence*	$2,000,000
	Auto Physical Damage ☐Scheduled Autos ☐ Hired Autos					
	Excess Liability ☐Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property ☐					

Description:
Gunnison County is listed an Additional Covered Member under Commercial General Liability only with respect to their interest as outlined under written contract. Only those liabilities covered by the Pool's coverage document for the Member District shall apply and is subject to the provisions and limitations contained in the Colorado Governmental Immunity Act C.R.S. 24-10-101, as amended. Should any of the described policies be cancelled before the expiration date thereof, 30 days' notice shall be delivered in accordance with the policy's cancellation provision.

CERTIFICATE HOLDER

Gunnison County
200 E. Virginia
Gunnison, CO 81230

CANCELLATION

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

AUTHORIZED REPRESENTATIVE:
By: Joseph E. DePaepe

Date: May 20, 2020

Certificate Of Completion

Envelope Id: F5A9C0E2C8B6488FB24E50FC17E1A009
Status: Completed
Subject: Please DocuSign: CBO_GunnisonConservationDistrict.2020.pdf
Source Envelope:
Document Pages: 7
Signatures: 1
Envelope Originator:
Certificate Pages: 4
Initials: 0
Sam Liebl
AutoNav: Enabled
gunnisonconservation@gmail.com
EnvelopeId Stamping: Enabled
IP Address: 199.127.203.206
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
5/19/2020 2:19:19 PM
Holder: Sam Liebl
gunnisonconservation@gmail.com
Location: DocuSign

Signer Events	Signature	Timestamp
Jan Coury buckhornapps@aol.com Security Level: Email, Account Authentication (None)	DocuSigned by: Jan Coury 27ACE61D03874BD... Signature Adoption: Pre-selected Style Using IP Address: 67.143.176.123	Sent: 5/19/2020 2:24:42 PM Viewed: 5/20/2020 3:26:16 PM Signed: 5/20/2020 3:28:02 PM

Electronic Record and Signature Disclosure:
Accepted: 5/20/2020 3:26:16 PM
ID: 04323f88-b364-4157-8811-72c87c71ab0c

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2020 2:24:42 PM
Certified Delivered	Security Checked	5/20/2020 3:26:16 PM
Signing Complete	Security Checked	5/20/2020 3:28:02 PM
Completed	Security Checked	5/20/2020 3:28:02 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Gunnison Conservation District (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Gunnison Conservation District:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: gunnisonconservation@gmail.com

To advise Gunnison Conservation District of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at gunnisonconservation@gmail.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Gunnison Conservation District

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to gunnisonconservation@gmail.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Gunnison Conservation District

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to gunnisonconservation@gmail.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Gunnison Conservation District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Gunnison Conservation District during the course of your relationship with Gunnison Conservation District.