AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: MOU; Summer Experience

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison Middle School in the Gunnison Watershed RE-1J and GCSAPP

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

Summary:

MOU for GCSAPP staff to provide two weeks if summer programming for the Gunnison Middle School

Fiscal Impact:

Submitted by: Betty Sue Gurk **Submitter's Email Address:** bgurk@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

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

MEMORANDUM OF UNDERSTANDING
AND INTERAGENCY OPERATING AGREEMENT Between
Gunnison Middle School in the Gunnison Watershed RE-1J and Gunnison County Substance Abuse Prevention Project (GCSAPP)

This Memorandum of Understanding, made on this 7th day of June, 2020, between GCSAPP and the **Gunnison Watershed School District**, hereinafter known as "School District" for the purpose of providing summer programming.

WHEREAS, the School District is willing to work in conjunction with GCSAPP to provide educational programming for the 2020 Summer Experience program. In consideration thereof, the undersigned parties **AGREE TO THE FOLLOWING CONDITIONS**:

1. Terms

Monday, June 8 through Thursday, June 11. 12:00 p.m. - 3:00 p.m. daily.
Monday, July 6 through Thursday, July 9, 8:30 a.m. - 11:30 a.m. daily.

2. Population Served

A. Middle school students enrolled in GMS Summer Experience courses, Gunni Girls and Gunni Boys.

3. Responsibilities of GCSAPP

A. In 2020, GCSAPP and GMS Summer Experience will partner to deliver the following programs. (All programs depend on minimum registration of 5 students per program, the availability of qualified staff, and current Public Health orders and circumstances.)

A. All instructors will be hired by GCSAPP and meet all employment requirements of the School District, including:

i. The instructor must pass the district's background check,
ii. Instructors will implement and maintain a safe learning environment and ensure school rules and policies are followed.
iii. The School District assumes no liability for the actions of, or personal injury to, staff members of GCSAPP.

B. The service provided by GCSAPP will ensure that all students are successful.
C. Communication with Summer Experience Administrator as necessary.

.Primary Contact (Instructor) -

GMS: Cynthia Bruton

ii. Organizational Contact - Betty Sue Gurk

D. Maintain a high level of professionalism concerning interactions with school district students, families, and staff.

4. Modifications of Agreement
All modifications to this memorandum of understanding shall be in writing and signed by all parties.

5. Resolution of Disagreements
If a problem/disagreement should occur between GCSAPP and the School District, the Summer Experience administrator will be notified immediately.

6. Applicable Law and School Board Policy
GCSAPP agrees to follow policies and procedures of the School District, and the Colorado Department of Education regarding services to students in accordance with Federal and State law and regulations governing student services.

7. Termination
This memorandum of understanding may be terminated at any time by any party giving zero (0) days written notice. All programming is subject to cancellation based on Public Health orders or school district policies.

8. Entire Memorandum of Understanding Agreement
This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof, and may not be changed or modified except as stated in paragraphs four and seven herein.

9. Severalty
If any section, subsection, paragraph, sentence, clause, or phrase of this memorandum of understanding is for any reason held or decided to be unconstitutional, such decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof irrespective of the fact that anyone or more sections, subsections, paragraphs, sentences, clause, or phrase might be declared unconstitutional or invalid.

10. Waiver of Immunities/Third-Party Liability
No portion of this memorandum of understanding shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this memorandum of understanding be deemed to have created a duty of care with respect to any persons not a party to this memorandum of understanding.

11. Non-Appropriation
No portion of this memorandum of understanding shall be deemed to create any obligation on the part of the school district to expend funds not otherwise appropriated in each succeeding year.

12. Certificates of Liability
Please send Certificates of Liability directly to Linda Mangum at Gunnison Watershed School District, 800 N. Boulevard Street, Gunnison, CO 81230

IN WITNESS WHEREOF, the parties hereto have duly executed this memorandum of understanding as of the day, month, and year first above written.

_____ _____

Cynthia Bruton Date
Gunnison Middle School
Summer Experience Administor
Gunnison Watershed S/D REIJ

_____ _____

Matthew Birnie Date
County Manager
200 E. Virginia Ave
Gunnison, CO 81230
970-641-7600

_____ _____

Dr. Leslie Nichols Date
Superintendent School District
Gunnison Watershed S/D REIJ

_____ _____

Tia Livermore Mills Date
Finance Director
Gunnison Watershed S/D REIJ