AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement Addendum; Coroner Workspace

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC and Gunnison Funeral

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

Summary:

Addendum to Agmt dated 3/28/19 to modify internet and phone provisions

Fiscal Impact:

Submitted by: Laura Stanley **Submitter's Email Address:** lstanley@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/2/2019

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

Comments:
ok db 10/2/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/2/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 10/4/2019

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

Agenda Date: 10/15/2019

Revised April 2015

ADDENDUM AND AMENDMENTS TO AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE DATED MARCH 28, 2019

THIS ADDENDUM AND AMENDENTS TO AGREEMENT REGARDING PAYMENT FOR CORONER'S WORK SPACE DATED MARCH 28, 2019 ("Addendum") is made and entered into this __ day of October, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and GUNNISON FUNERAL SERVICES, L.L.C., a Colorado limited liability company, whose address is 106 S. Taylor, #2, Gunnison, CO 81230 ("Gunnison Funeral").

WHEREAS, Gunnison Funeral currently leases real property located at 106 S. Taylor, #2, Gunnison, Colorado 81230 ("Property"); and

WHEREAS, the Property includes work space dedicated for the official services of the Gunnison County Coroner ("Coroner's Work Space"); and

WHEREAS, Paragraph 13(b) of the Agreement Regarding Payment for Coroner's Work Space Dated March 28, 2019, assigned Gunnison County Legal Instrument No: 2019-015 ("Agreement") sets forth the process for amending the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions herein contained, Gunnison County and Gunnison Funeral do hereby agree to amend the Agreement as follows:

Paragraph 4 of the Agreement is hereby amended as follows:

4. UTILITIES

Gunnison County may install a direct Wireless (Point to Point or PtP) internet connection at the Coroner's Work Space to connect the Coroner and Coroner's equipment to Gunnison County's network, and may cancel the internet services being provided to Gunnison Funeral. The timing of such installation and the cancellation of such services is at the sole discretion of Gunnison County, except that Gunnison County shall provide Gunnison Funeral at least three (3) days advance notice of the cancellation of such services.

The parties acknowledge, and Gunnison Funeral warrants and represents, that the Property owner has authorized Gunnison County to mount or otherwise install equipment on the Property, and Gunnison Funeral has agreed to provide access to perform, and not interfere with, such installation. The foregoing is part of the warranties

pursuant to Paragraph 8 of the Agreement and constitutes a material term of the Agreement.

Gunnison County is not in any way responsible, financially or otherwise, for any cost or expense associated with any telephone and internet good or service for, or for the benefit of, Gunnison Funeral, and Gunnison Funeral agrees to indemnify Gunnison County regarding same.

Except as expressly modified in this Addendum, the terms and conditions of the Agreement remain the same as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

_____
Deputy County Clerk

GUNNISON FUNERAL SERVICES, L.L.C.,
a Colorado limited liability company

By: _____
Frank L. Vader, Director