MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO
AND
GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

This memorandum of agreement, made effective the ___ day of _____, 2012, by and between the Gunnison Valley Regional Housing Authority (herein "Regional Housing Authority") and the Board of Commissioners of the County of Gunnison, Colorado (herein "Gunnison County") provides that:

RECITALS

WHEREAS, the Regional Housing Authority has requested assistance from Gunnison County with personnel administration services; and

WHEREAS, Gunnison County is supportive of the objectives of the Regional Housing Authority, and its mission to provide affordable housing projects and programs for local low or moderate income families and for employees of local employers; and

WHEREAS, Gunnison County feels it is in the public interest to provide personnel assistance to the Regional Housing Authority; and

WHEREAS, Gunnison County and the Regional Housing Authority agree in consideration for the mutual covenants contained herein as follows:

AGREEMENT

NOW, THEREFORE, Gunnison County and the Regional Housing Authority agree in consideration of the mutual covenants contained herein as follows:

1) Gunnison County agrees to provide administrative payroll functions for the Regional Housing Authority's Executive Director and other staff members.

2) Gunnison County agrees that the Executive Director and other staff members assigned to the Regional Housing Authority work under the direction of the Regional Housing Authority.

3) The Regional Housing Authority is responsible for establishing the level of compensation, assigning job duties, evaluations and hiring and firing.

4) The Regional Housing Authority Board of Directors will negotiate contract(s) with the Executive Director, which shall specify the specific duties and responsibilities as well as the terms of employment.

5) The Regional Housing Authority Board of Directors recognizes and understands that Regional Housing Authority is responsible for all costs associated with each position. Gunnison County will bill Regional Housing Authority on a monthly basis, for reimbursement within thirty (30) days.

6) The Executive Director for the Regional Housing Authority and other staff members shall remain on the Gunnison County payroll during the term of this Agreement for the limited and specific purposes only of payment of compensation for their respective services as Executive Director.

7) Gunnison County shall have no obligation, responsibility or liability whatsoever to pay for any costs, contribution or financial match for the Regional Housing Authority's Employee(s) health insurance or retirement benefits.

8) Gunnison County shall have no obligation, responsibility, or liability, contingent or otherwise, for any vacation, sick time, compensatory time, overtime or other benefits for the Regional Housing Authority employee(s).

9) The Regional Housing Authority's Executive Director is not and shall not be an employee of Gunnison County and the Gunnison County Personnel Policy shall not apply to his or her employment by the Regional Housing Authority pursuant to this Agreement or otherwise.

TERM

10) The term of this Agreement shall begin upon signing by all parties to the Agreement and end _____, 201__.

CONSIDERATION

DESIGNATION OF COUNTY MANAGER

11) Gunnison County designates the Gunnison County Manager as the Administrator for this Agreement, and all questions in regard to this agreement should be referred to that person.

INDEMNIFICATION

12) The Regional Housing Authority agrees to defend, indemnify and hold harmless the Board of County Commissioners of Gunnison County and Gunnison County officers and employees, from and against any and all claims or actions arising directly or indirectly from this Agreement.

INSURANCE

13) The Regional Housing Authority agrees that at all times during the term of this Agreement that the Regional Housing Authority 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 Agreement, the Regional Housing Authority 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 which adequately protects all labor employed by the Regional Housing Authority during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent in an amount not less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) aggregate for Bodily Injury Liability and five hundred thousand dollars ($500,000) for Property Damage Liability.

(c) Comprehensive automobile liability insurance on all vehicles used in the Regional Housing Authority services, in an amount no less than one hundred fifty thousand dollars ($150,000) for any injury to one person in any single occurrence and in an amount no less than six hundred thousand dollars ($600,000) for any injury to two or more persons in any single occurrence.

TERMINATION.

14) 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, the Regional Housing Authority shall be entitled to compensation for services performed prior to the date of termination.

NOTICES

15) Any deviation from this Agreement must be submitted to the Gunnison County Manager prior to their occurrence, for written approval by Gunnison County, which Gunnison County can withhold in its reasonable discretion.

16) Any notice, demand or communication which any 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 Manager 200 E. Virginia Avenue Gunnison, Colorado 81230	With a copy to: Board of County Commissioners of the County of Gunnison, Colorado c/o Gunnison County Attorneys 200 E. Virginia Avenue Gunnison, Colorado 81230

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

_____
Gunnison, Colorado 81230

Any 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.

INDEPENDENT CONTRACTOR

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

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

ENTIRE AGREEMENT

18) 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.

MISCELLANEOUS.

19) (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.

GOVERNING LAW

20) 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 District Court governing Gunnison, Colorado.

IMMIGRATION COMPLIANCE CERTIFICATION.

21) (a) The Regional Housing Authority certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

(b) The Regional Housing Authority certifies that it has required any of its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c) The Regional Housing Authority certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

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

COUNTERPARTS: FACSIMILE TRANSMISSION.

22) This Agreement 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.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON,
COLORADO

By_____
Matthew Birnie, County Manager Date

ATTEST:

_____
Deputy County Clerk

REGIONAL HOUSING
AUTHORITY

By_____
Chairperson Date

ATTEST:

_____
Clerk/Secretary