

RESOLUTION NO. 17

SERIES 2020

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND THE TOWN OF CRESTED BUTTE FOR CHILDCARE CENTER NURSE CONSULTANT SERVICES**

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, C.R.S. Section 29-1-201, et seq., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so;

WHEREAS, the Town of Crested Butte is pursuing childcare licensure through the Colorado Department of Public Health and Environment ("CDPHE") to provide childcare services for Town employees during school closures related to COVID-19;

WHEREAS, CDPHE requires child care centers to provide a childcare nurse consultant:

WHEREAS, the Town desires to engage Gunnison County to provide childcare nurse consultant services;

WHEREAS, engaging in an MOA will promote optimal health, safety, and wellbeing for the children enrolled in the childcare center;

WHEREAS, the Town Council hereby finds that the Agreement is in the best interest of the Town and the health, safety and general welfare of the residents and visitors of Crested Butte.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THAT:

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Town Council hereby authorizes the Town Manager to enter into the Memorandum of Agreement with The Board Of County Commissioners Of The County Of Gunnison, Colorado And The Town Of Crested Butte For Childcare Center Nurse Consultant Services attached hereto as **Exhibit A** as shall be approved by the Town Attorney to accomplish such transactions.

17<sup>th</sup> INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS  
DAY OF August, 2020.

TOWN OF CRESTED BUTTE

By:   
James A. Schmidt, Mayor

ATTEST

  
Lynelle Stanford, Town Clerk

(SEAL)



Agreement was not executed because this option was not pursued. LMS 3-12-2021 See attached email

MEMORANDUM OF AGREEMENT  
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF  
GUNNISON, COLORADO  
AND  
TOWN OF CRESTED BUTTE

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of August, 2020 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 THE TOWN OF CRESTED BUTTE, whose address is 507 Maroon Avenue, Crested Butte, CO 81224.

A. RECITALS

Gunnison County, through its Department of Health and Human Services, desires to provide a childcare nurse consultant for the Childcare Center; and

The Childcare Center desires to engage Gunnison County to provide a child care nurse consultant, through its Department of Health and Human Services, according to this Agreement.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, the parties understand and agree to the following:

1. TERM

The term of this Agreement shall commence on AUGUST 1, 2020 and shall terminate on December 31, 2020 ("Term"), unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Gunnison County shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and provide monthly one hour childcare nurse consultant services as more specifically set forth in Appendix "A" attached hereto and incorporated herein by reference ("Services").

3. STRATEGIC RESULT.

By approval of this Agreement the Gunnison County, through its Department of Health and Human Services, shall be working towards promoting optimal community and family health, safety and wellbeing.

4. COMPENSATION.

In exchange for Gunnison County's performance of the Services, during the Term of this Agreement, the Childcare Center shall pay Gunnison County Fifty and No/100 U.S. Dollars (\$50.00) for each monthly visit to carry out the Scope of Services attached hereto as Appendix "A".

Gunnison County shall submit a monthly invoice to the Childcare Center. Payments for compensation shall be made by the Childcare Center to Gunnison County within 30 days of receipt of an invoice.

#### 5. INDEMNIFICATION.

A. The Childcare Center 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 the Childcare Center or its employees, sub-contractors or agents in connection with this Agreement.

B. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

#### 6. 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:

Matthew Birnie  
Gunnison County Manager  
200 E. Virginia Avenue  
Gunnison, Colorado 81230

With an additional copy to:

Joni Reynolds  
Gunnison County Health & Human Service Director  
220 N. Spruce  
Gunnison, CO 81230

Childcare Center:

Janna Hansen & Joseph Carpenter  
Town of Crested Butte  
PO Box 39  
Crested Butte, CO 81224

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.

#### 7. 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.

#### 8. 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.

#### 9. 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 District Court governing Gunnison County, Colorado.

#### 10. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may 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.

#### 11. 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 executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy County Clerk

TOWN OF CRESTED BUTTE

By: \_\_\_\_\_

## APPENDIX "A"

### SCOPE OF SERVICES

Services shall include the following:

- Direct observation of learning environments indoors and outdoors
- Observation of practices carried out by personnel (example: diapering, feeding, sanitizing, supervision)
- Provide staff trainings including Medication Administration and Standard Precautions
- Assist with problem solving and issue resolutions as they occur regarding health issues
- Review of health and safety written policies
- Review of parent consent forms pertaining to health and safety of children
- Review of daily medication record forms
- Review of health and safety regulatory records
- Assessment of safety hazards indoors and outdoors
- Review and assessment of child and personnel immunization certificates
- Review and assessment of child health exam forms and parent statements
- Review and assessment of employee, substitutes, and volunteers health exam or personal health statement forms
- Delegation of medication administration as per regulations
- Other assessment (specify)
- Phone consultation as needed. Medical concerns regarding a specific child should be directed to child's parents or health care provider.
- Document each visit in writing.

As required, the nurse consultant is a mandatory reporter and will notify licensing and/or child protective services if she/he observes a situation of suspected child endangerment, abuse, or neglect. The childcare director will also be notified if such a report is made.

## Lynelle Stanford

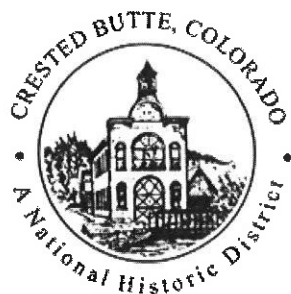
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**From:** Janna Hansen  
**Sent:** Friday, March 12, 2021 1:55 PM  
**To:** Lynelle Stanford  
**Subject:** RE: Nurse Consultant Services Agreement

I checked with Joey and we never got a signed copy back from the county. We are no longer pursuing this but if you need me to push the county to get the signed copy back for your records, I can absolutely do so. Thanks!

**JANNA HANSEN | *Parks, Recreation, Open Space & Trails Director***

Town of Crested Butte  
PO Box 39 | 507 Maroon Avenue  
Crested Butte, CO 81224  
970.349.5338 x110  
[www.crestedbuttere.com](http://www.crestedbuttere.com)  
[www.townofcrestedbutte.com](http://www.townofcrestedbutte.com)



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**From:** Lynelle Stanford <lstanford@crestedbutte-co.gov>  
**Sent:** Friday, March 12, 2021 10:45 AM  
**To:** Janna Hansen <jhansen@crestedbutte-co.gov>  
**Subject:** Nurse Consultant Services Agreement

Good Morning Janna,

Do you have a completed agreement for the Childcare Center Nurse Consultant Services (attachment to Resolution No. 17, Series 2020)?

Thanks Janna!

Lynelle Stanford, CMC  
Town Clerk  
Town of Crested Butte  
970.349.5338 (phone)  
[lstanford@crestedbutte-co.gov](mailto:lstanford@crestedbutte-co.gov)