

MEMORANDUM of AGREEMENT
Telluride Conference Center and Western Colorado Community College,
a division of Colorado Mesa University.

THIS Agreement is made *March*, 2018, by and between Telluride Conference Center (TCC) and Western Colorado Community College (WCCC), a division of Colorado Mesa University. WCCC and TCC shall collectively be referred to as the Parties.

WHEREAS, TCC operates a conference center that is available for educational training in culinary arts; and,

WHEREAS, WCCC provides training to students in culinary arts; and,

WHEREAS, it is to the mutual advantage of both Parties to provide educational facilities, education, and training to WCCC students for the benefit of the Telluride community,

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

RELATIONSHIP

1. The Parties agree and understand that no agent, employee, or servant of TCC or WCCC shall be or shall be deemed to be an employee, agent, or servant of the State, other than for purposes of compliance with the confidentiality provisions hereof. TCC and WCCC respectively will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of this MOU.

FACILITIES

2. During the Term, TCC shall open its facilities to WCCC for the education and training of culinary students. This agreement shall extend only to the kitchens at the Telluride Conference Center at 580 Mountain Village Blvd, Telluride, CO, 81435. TCC is making the facilities available April 9 through May 12, 2018 and October 1 through November 30, 2018 ("Term"). The Parties may mutually agree to additional dates that do not interfere with TCC revenue generation operations.

WCCC:

Will provide all materials and hand tools required for instructing culinary classes. WCCC will also pay \$100.00 a month for utilities. (April, May, October, November and any other month that is deemed appropriate by the conference center director and does not interfere with revenue generation operations). WCCC students and faculty will be responsible for cleaning the kitchen facilities after every class period.

TCC:

Will set aside cooking utensil storage and refrigerator/freezer space appropriate for conducting culinary classes. TCC will be responsible for cleaning kitchen facilities after every event.

INSTRUCTION

3. WCCC assumes primary responsibility for supervision, accreditation, grading, record keeping, and instruction of all students of WCCC. WCCC students will have access to the TCC kitchens during hours agreed upon; generally 8:00 am to 1:00 pm, except when a conference or meeting is scheduled at TCC. All WCCC activities occurring outside TCC operating hours will require the presence of WCCC faculty or management unless there is prior approval from the TCC director.

MATERIALS

4. WCCC will provide all instructional materials and supplies for use in the culinary courses at no cost to TCC.

LIABILITY

5. Each Party agrees that it will be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of each Party is at all times herein strictly limited and controlled by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act. Each Party releases the other from all liability or responsibility for injury that a Party's representative(s) may suffer as a result of or in connection with the activities covered by the MOU (except for injuries caused by a Parties' gross negligence or willful misconduct).

INSURANCE

6. WCCC is an institution of the State of Colorado and is self-insured under the State Risk Management provisions of C.R.S 24-30-1501, *et seq.* The parties agree that such insurance shall satisfy all insurance requirements of this Agreement.
 - a. Liability coverage in the amount(s) of \$350,000 per person or \$990,000 per occurrence involving two or more people, per CRS 24-10-114.
 - b. Workers Compensation coverage in the standard amounts required by law. A certificate evidencing this state self-insurance program will be provided upon execution of this Agreement.

GOVERNANCE

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU.

AMENDMENTS TO Agreement

8. Any amendment, modification or deletion to this Agreement must be in writing, signed by both Parties, and shall become effective at the time specified in the amendment.

TERM

9. The Term of this Agreement is defined above in Section 2. The Parties, by mutual agreement in writing, may extend the Term. WCCC or TCC may at any time terminate this Agreement, with or without cause.

NOTICES

10. Any notices hereunder by either Party to the other may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto, to the following addresses, which may from time-to-time be changed by the Parties:

Telluride Conference Center
580 Mountain Village Blvd.
Telluride, CO 81435
Attn: Tony Kalyk

Western Colorado Community College
2508 Blichmann Avenue
Grand Junction, CO 81505
Attn: Brigitte Sundermann

IN WITNESS Whereof, the Parties hereto have executed this Agreement on the day and year first above written.

Telluride Conference Center:

WCCC:

By: [Signature]

(Signature)

Bill Jensen

(Print Name)

Title: CEO

Date: March 17, 2018

By: [Signature]

(Signature)

BRIGITTE SÜNDERMANN

(Print Name)

Title: ACTING VP Community College Affairs

Date: 3/9/18