AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
One Valley Prosperity Project Partnership Agreement between Gunnison County and the Sonoran Institute; $125,000

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Sonoran Institute

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

Summary:
Partnership Agreement between Gunnison County and Sonoran Institute

Fiscal Impact:

Submitted by: Russell Forrest **Submitter's Email Address:** rforrest@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

We will add account numbers and request a budget amendment to account for this project activity in the general ledger.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/22/2015

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 1/22/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 1/23/2015

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 20 minutes

Agenda Date: 1/27/2015 Follow Up Agenda Date:

Revised April 2013

ONE VALLEY PROSPERITY PROJECT PARTNERSHIP AGREEMENT BETWEEN GUNNISON COUNTY AND THE SONORAN INSTITUTE

THIS ONE VALLEY PROSPERITY PROJECT PARTNERSHIP AGREEMENT (this "Agreement") outlines the joint understanding of a formal partnership between Gunnison County and the Sonoran Institute (the "Institute"). The Agreement is made effective as of the ___ day of January, 2015, by and between Gunnison County, a county corporation duly organized and existing under and by virtue of the laws of the State of Colorado (the "County"), and The Sonoran Institute (the "Institute ").

RECITALS:

WHEREAS, The Board of County Commissioners of the County of Gunnison ("BOCC") have directed County staff to develop a vision and action plan for Gunnison County that will engage the community in creating a set of usable values for decision making, a preferred future vision, and an action plan to improve the prosperity of Gunnison County. This proactive planning effort will lead to important outcomes, including:

- Create an effective economic plan to enhance the prosperity of our region, achieve our community's vision, while respecting the values of our residents.
- Develop the foundation for future planning including: creating a comprehensive plan, updating three mile plans, and creating area master plans.
- Establish an organizational framework to plan, implement, and align regional economic, transportation, housing, land use plans and actions.
- Provide a community based framework and set of criteria for identifying and planning capital investment needs and opportunities.
- Provide regional support for local community projects that have regional economic significance.
- Engage the private sector in strategic alliances to improve economic prosperity.
- Provide a structure for local communities to achieve goals which may require regional cooperation and collaboration.

WHEREAS, the Community Builders Task Force (the "CBTF") which represents a regional partnership including Mount Crested Butte, Crested Butte, City of Gunnison, Crested Butte Mountain Resort, Western Colorado State University, Community Foundation of the Gunnison Valley, and Gunnison County have joined together to lead the One Valley Prosperity Project and achieve the above mentioned outcomes.

WHEREAS, The One Valley Prosperity Project is collaborative initiative to achieve a more prosperous and successful future for all of our valley's communities from Gunnison to Gothic.

WHEREAS, the Sonoran Institute is a not for profit organization committed to developing strong sustainable communities and has joined the CBTF as a partner in this project with both funding and consulting expertise.

WHEREAS, the CBTF is also the Gunnison County advisory committee for the Economic Development Administration (EDA) grant whose purpose is to create an economic recovery plan and to integrate this technical economic planning process with the One Valley Prosperity Project.

NOW, THERFORE, in consideration of the above services and agreements set forth herein, the parties agree as follows:

1. **OBJECTIVES AND SCOPE OF PARTNERSHIP**

The Sonoran Institute and Gunnison County, on behalf of the CBTF, are entering into a partnership to achieve the above mentioned outcomes and to work together to achieve the following project objectives:

A. Develop and implement an effective and engaging public involvement process.
B. Through the public engagement process develop and identify a set of community values that can be used as criteria for making strategic decisions.
C. Utilizing the input from the community values process (B), market opportunities and economic data from the Economic Development Administration project, and other meaningful information develop a community profile which will objectively inform public discussions about a future vision.
D. With community's values, the community profile, and an engaging public process develop a future vison that includes specific and measurable long range goals (5-10 years).
E. With the community's input on values, vision, and the input from the EDA grant project, develop a detailed action plan.
F. With a completed action plan it will need to be appropriately adopted and implemented.

Attachment A provides a scope of work and delineates specific actions which are to be accomplished by what party (Gunnison County, CBTF, or the Institute) or whether there is a shared responsibility for an action.

In addition to the project specific objectives above, this work contributes to the Institute's goals of helping communities realize their vision for the future, and as such the Institute hopes that the project and lessons learned can provide a model that can inform and inspire similar efforts in other communities.

2. ROLES AND PERSONNEL

Gunnison County shall act as the project manager for the One Valley Prosperity Project. It shall provide professional staff to manage and execute the scope of work in Attachment A in cooperation with the Sonoran Institute. Gunnison County will be responsible for making all reasonable attempts to secure the pledges of funding from the CBTF partners. It shall make all reasonable efforts to obtain a Department of Local Affairs planning grant for $20,000. It shall also retain an intern that will be available for up to 20 hours per week for Phase 1 and as funds allow Phase 2 of the project. Russell Forrest and Cathie Pagano of the Gunnison County Community Development Department will provide planning, management, public engagement, and logistical support for the project. It is anticipated that 50 percent of Russell Forrest's and Cathie Pagano's time will be committed to this and the EDA project over the next 11 months.

The Institute will provide up to $32,000 in cash and up to $30,000 of in-kind support for the project. Along with being a financial partner, the Institute will provide professional facilitation, project management, and planning services for the project, as well as overseeing the public engagement consultant for the project (Del Corazon Consulting), which has been retained as a member of the Institute's team for process design and implementation. The contract, scope of work and subsequent invoices from Del Corazon will be reviewed and approved by Russ Forest before they are processed by the Institute.

Clark Anderson will serve as the Institute's primary point of contact; Jennifer Hill will serve as project coordinator; John Lavey will provide assistance and support for communications.

The Institute agrees that Clark Anderson will be the primary individual for ensuring the Institutes responsibilities are fulfilled adequately.

3. PROJECT TIME FRAME

The activities set forth above shall be completed by December 30, 2015.

4. PROJECT BUDGET AND FUNDING RESPONSIBLITIES

This project budget is $125,000 with cash and in kind resources. This assumes receiving a $20,000 grant from the Department of Local Affairs and pledged commitments by other local partners including: Mt Crested Butte, Crested Butte, Crested Butte South POA, City of Gunnison, Gunnison County, CBMR, and Western State Colorado University. Gunnison County will be responsible for collecting the local matching funds and any funds awarded by the Department of Local Affairs (DOLA). Both the Institute and County agree that if DOLA approves a planning grant that they mutually agree to ensure that the contractual obligation of that grant will be met.

Total cash expenditures for the project including professional fees and reimbursable fees shall not exceed $ 84,000. Additional services which are not addressed in this agreement must be approved in writing from both the Gunnison County and Sonoran Institute project manager. All expenditures from Gunnison County will comply with Gunnison County purchasing policies and are subject to approvals by the County Manager and/or the Board of County Commissioners for Gunnison County.

Incidentals, such as travel, photography, telephone charges, video conferencing and reproduction shall be inclusive of the maximum payment for the services identified in this scope of work.

Reimbursable expenses to be reimbursed by Gunnison County totaling over $500 shall be approved by the County prior to that cost being incurred by the consultant. Approval can consist of an email notification to the County and an approval or denial of that expense occurring from the County point of contact via email, fax or written correspondence.

5. DESIGNS, PLANS & DOCUMENTS

Copies of all designs, plans, digital files, and documents produced by the Institute and the County shall be shared between the two partners.

6. INDEPENDENT CONTRACTOR

The Institute is an Independent Contractor, and nothing contained in this Agreement shall constitute or designate the Institute's employees as agents or employees of the County. Further, it is agreed that:

A. Gunnison County does not require the Institute to work exclusively with them;
B. Gunnison County, for whom the services are to be performed, does not establish a quality standard for the Institute;

C. Gunnison County may supply documents and plans, identify sites, suggest uses, and provide instructions as to the what the Institutes work should include, but will not instruct the Institute as to how the work will be performed;
D. Either party can terminate the Agreement if one or both of the parties violates the terms of the Agreement or fails to produce a result that meets the specifications of the Agreement;
E. Gunnison County does not provide training for the Institute's employees or workers;
F. Gunnison County does not provide for offices, tools or benefits for the Institute to perform under this Agreement although some copies of documents, plans and maps may be supplied;
G. Gunnison County does not dictate the time of performance except that a completion schedule has been established, as referenced above, with which the Institute must comply;
H. Payment for services rendered pursuant to this Agreement will be made to the trade or business name of the provider of services, rather than to the individual; and
I. Gunnison County does not in any way combine their business operations with those of the Institute.

THE INSTITUTE AS AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED.

7. INSURANCE

The Institute shall obtain and maintain in force for the term of this Agreement the following insurance:

A. Comprehensive general liability (including personal injury) in an amount not less than five hundred thousand dollars ($500,000.00) per individual and not less than one million dollars ($1,000,000.00) per occurrence, naming Gunnison County as an additional insured.

8. NO WAIVER

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, no such waiver shall constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default of the terms of this Agreement be deemed a waiver of any subsequent default.

9. TERMINATION

This Partnership Agreement may be terminated at any time in whole or, from time to time, in part by the County for its convenience. Any such termination shall be effected by delivery to the Institute of a written notice specifying the date upon which termination becomes effective. This Agreement may also be terminated by the Institute for its convenience. Any such termination shall be effected by delivery to the County of a written notice specifying the date upon which termination becomes effective. In the event of termination, both the County and Institute shall pay outside consultants on a pro-rata basis for work satisfactorily completed prior to the date of termination and for expenses incurred prior to the date of termination based on the respective

responsibilities for payment identified in Attachment A-Scope of Work.

10. JURISDICTION, VENUE, ATTORNEY FEES

The jurisdiction and venue of any suit or cause of action to enforce the terms of this Agreement shall lie in Gunnison County, Colorado. Should either party to this Agreement bring suit to enforce this Agreement, it is agreed that the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney fees. A prevailing party is a party that shall have obtained a final judgment or order no longer subject to appeal. In the event of a settlement before final adjudication, both parties shall bear their own respective costs, expenses and attorney fees unless otherwise agreed.

11. NOTICE

Any notice provided for in this Agreement shall be deemed given if received by the parties at the following addresses:

Gunnison County
ATTN: Russell Forrest
Asst. County Manager
Gunnison County
221 N. Wisconsin Street
Suite D, Community Development
Gunnison, CO 81230
Phone: 970-641-7929
Fax: 970-641-8585
Email: rforrest@gunnisoncounty.org

Institute
ATTN: Clark Anderson
Sonoran Institute
Western Colorado Program Director
817 Colorado Ave., #200
Glenwood Springs, Colorado 81601
Phone: 970-384-4364
Fax: 970-384-4370
canderson@sonoraninstitute.org
970-928-3410, Ext. 3410

12. ASSIGNMENT

This Agreement is for professional services to be performed by the Institute and may not be assigned without the prior written consent of all parties to this Agreement.

13. COMPLIANCE WITH LAW

The Institute and County will not perform any of the services provided specified in this Agreement contrary to any local, state, federal, or county law.

14. SEVERABILITY

Should any section of this Agreement be found to be invalid, all other sections shall remain in full force and effect as though severable from the part invalidated.

15. DISCRIMINATION

The Institute and the County shall not discriminate against any employer or applicant for employment because of disability, race, color, age, sex, religion, or national origin.

16. INTENTION OF THE PARTIES

This Agreement contains the entire intention of the parties and may only be changed by a written document signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made the day and year first above written.

GUNNISON COUNTY

_____
Matthew Birnie
County Manager

ATTEST:

_____
Deputy County Clerk

SONORAN INSTITUTE

_____
Name:
Title:

Attachment A
Scope of Work
One Valley Prosperity Project
Partnership Agreement between Gunnison County and the Sonoran Institute

1. **PUPRPOSE:**
   This partnership agreement is entered into to delineate responsibilities and payment of funds to successfully realize the outcomes and objectives mentioned below.

2. **OUTCOMES:**
   The following outcomes shall be achieved in completing this scope of work:
   - Create an effective economic plan to enhance the prosperity of our region, achieve our community's vision, while respecting the values of our residents.
   - Develop a foundation for future planning including: creating a comprehensive plan, updating three mile plans, and creating area master plans.
   - Establish an organizational framework to plan, implement, and align regional economic, transportation, housing, land use plans and actions.
   - Provide a community based framework and set of criteria for identifying and planning capital investment needs and opportunities.
   - Provide regional support for local community projects that have regional economic significance.
   - Engage the private sector in strategic alliances to improve economic prosperity.
   - Provide a structure for local communities to achieve goals which may require regional cooperation and collaboration.

3. **OBJECTIVES**
   To achieve the above mentioned outcomes will require achieving the following project objectives:
   A. Develop an effective and engaging public involvement process;
   B. Through the public engagement process develop and identify a set of community values that can be used as criteria for making strategic decisions;
   C. Utilizing the input from the community values process, market opportunities and economic data from the Economic Development Administration (EDA) project, and other meaningful information develop a community profile (critical trends, carrying capacity thresholds, economic opportunities) which will objectively inform public discussions about a future vision.
   D. With community's values, the community profile and an engaging public process develop a future vison that includes specific and measurable long range goals (5-10 years).
   E. With the community's input on values, vision, and the input from the EDA grant project, develop a detailed action plan.
   F. With a completed action plan it will need to be appropriately adopted and implemented.

4. **COST SHARING**
   The following table summarizes the sources of funding for the project:

Project Revenue	Cash	In Kind	Total Value
Sonoran Institute	$ 32,000	$ 30,000	$ 62,000
Local Contribution	$ 33,000		$ 33,000
Western State Co University		$ 10,000	$ 10,000
Department of Local Affairs	$ 20,000	$ -	$ 20,000
Total	**$ 85,000**		**$ 125,000**

Gunnison County will assume responsibility for collecting and managing funding from the local partners (i.e. Local Contribution) and the Department of Local Affairs (DOLA) which has a total value of $53,000. The Sonoran Institute will be responsible for funding $32,000 for project costs and a minimum of $30,000 in-kind services. Gunnison County is committing two full time staff for the One Valley Prosperity Project and EDA projects at a minimum of 50% of their time which has a minimum value of approximately $90,000. This value is not acknowledged in the table above. In addition, Western State Colorado University has committed $10,000 in in-kind services which may include – but not be limited to technical assistance in conducting a survey for the project, providing public meeting space, and other technical assistance.

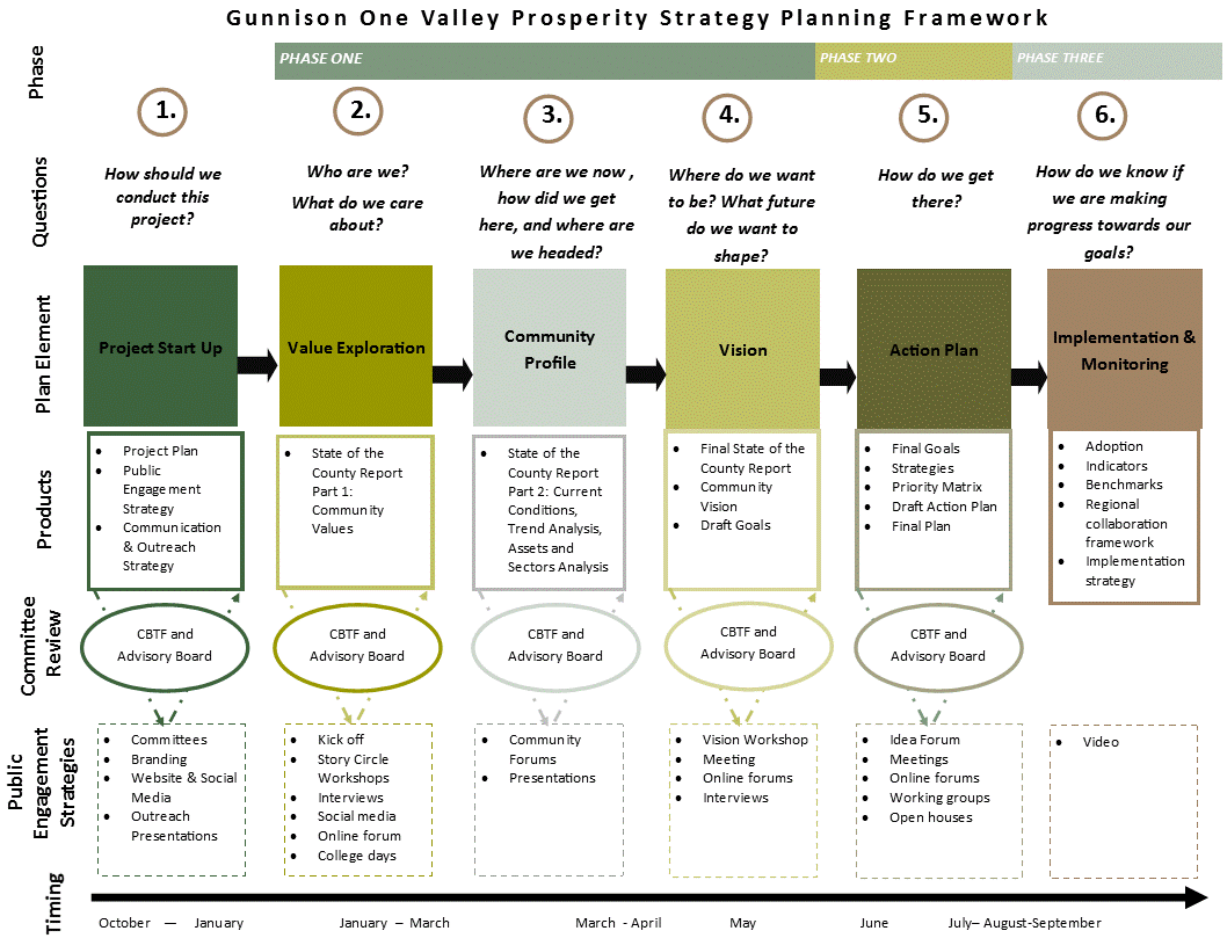
5. TASKS

This scope of work is divided into four components:

A. Project Start-up
B. Phase 1: Values, Community Profile, Vision (Phase funded in part by Dept. of Local Affairs)
C. Phase 2: Action Plan
D. Project implementation/monitoring.

The Scope of Work is summarized with exhibit 1:

Exhibit 1: Project Scope of Work Summary



A. **Project Start-Up (December 2014-February 2014)**

The project start-up includes tasks to prepare for a successful public engagement process in in Phases 1 and 2 of the project. Specific Tasks are summarized below and will be executed/paid for as defined below.

Project Start-up	Responsible Partner	Cost - County	Cost -SI (Engagement Consultant)	In-Kind Cost	Time Frame for Completion
A.1 Prepare a public engagement plan	SI with review and approval by County		$ 2,000		Dec - Jan 2015
A.2 Prepare and execute a communication plan	SI will prepare plan with County input and County will execute plan		$ 2,000	$ 3,000	Dec-Feb 2015
A.3 Develop website and social media sites	SI will design and County will support		$ 2,000		Jan-15
A.4 Establish Committees and hold an advisory Committee Meeting	County Staff				23-Jan
A.5 Branding Contest	County	$ 600			11-Feb
A.6 Hire an Intern and have intern support A.1-A.4	County with SI input	$ 3,726			Done
Total		$ 4,326	$ 6,000	$ 3,000	
Total Cash			$ 10,326		

For the project startup phase, Gunnison County will engage and pay for an intern (A.6) and associated costs for conducting public process to develop a brand for the project including a logo (A.6). The Sonoran Institute will be responsible for paying for a public engagement consultant to execute A.1, A.2, A.3 (cells shaded in blue). Two county staff members will commit 50% of their time in executing task A.1-A6. The County Project Manager will be responsible for managing the weekly function of the project intern.

B. **Phase 1: Values and Vision (March-August)**

Phase 1 provides the foundation for the project by determining our resident's values and vision for the future. A Department of Local Affairs Grant has been awarded to help fund Phase 1. Given that, this Phase cannot be initiated until this grant has been awarded and a contract for the grant has been executed. In addition, Gunnison County will have to account for $30,000 in local matching funding and the expenditure of $20,000 in DOLA funding. The Sonoran Institute will work with Gunnison County and CBTF team to create an effective and engaging community process using a variety of techniques to create the following products:

- Values: Create a set of values for the community using storytelling and other engaging techniques. We also want to reach individuals that don't traditional come to public meetings.
- Community Profile: Create an effective community profile that pulls in the economic trends and market opportunities from the EDA/DOLA grant along with a carrying capacity analysis of natural and made resources (water, roads, public services, schools) etc. This will help inform a public discussion about future vision.
- Vision: Utilizing the consultant team from the EDA grant and the community profile, we will facilitate a discussion about a desired future with the final product being concrete long range goals that we can use for local and regional decision-making.

Phase one tasks and how they will be paid for is summarized below:

Phase 1 Values, Profile, Vision	Lead Partner	Cost-County	Cost-Dola	Cost-Sonoran	In-Kind Cost	In-Kind Cost	Time-frame for completion
B.1: Values Identification	Sonoran	$ 8,000			$ 8	$ 7,500	31-Mar
B.2: Trends/Profile	County/EDA Project		$ 2,500		$ 5,000	$ 5,000	May-15
B.3 Phase 3: Visioning	SI	2300	$ 6,000		$ 12,500	$ 12,500	
B.4 Engagement Consultant	SI will excute contract with engagment consultant with County review and approval (County will pay first $10,000 and SI will pay for the 2nd $8500 for engagment consultant		$ 11,500	$ 8,500.00			Dec 1-August 21
B.5 Communication & Outreach Intern	County	$ 7,000			$ 5,000	$ 5,000	Jan-August
B.6 Media Outreach	County will execute based on Sonoran Plan	$ 1,700					Jan-August
B.7 Review values and vision statements with Stakeholders &Refine	County and CBTF team						August
B.8 Reimbusables (Travel, food, misc)		$ 1,000		$ 1,500			
Total		$20,000	$20,000	$10,000	$22,508	$30,000	
Total Cash				$50,000			

Gunnison County and DOLA funds will be responsible for paying for tasks B.1, B.2, B.3, B5, and B.7. Two county staff members will commit 50% of their time for the execution of the task in this phase of the project. Gunnison County will pay for the first $11,500 of the Engagement Consultants time and the Sonoran Institute will pay for the remaining $8,500 of the engagement consultant's time (see cells shaded in blue). The Sonoran Institute will be responsible for managing and paying for the engagement consultant (task B.4). The Institute will invoice the County for its $11,500 cost for the engagement consultant. The timing of the proposed cost sharing corresponds to the timing of grants the Sonoran Institute is expecting to receive in April of 2015. The engagement consultant will provide critical services to support the overall project including but not limited to:

- Developing and supporting the execution of public engagement and communication strategies to complete the tasks in phase 1
- Plan and Facilitate public meetings in phase 1
- Work collaborative with the project team to develop work product associated with the tasks in phase 1.
- Participate in weekly project team meetings and at CBTF meetings.
- Facilitate Advisory Committee and planned public meetings.
- Other duties and assignments agreed to between the County and the Sonoran Institute

Gunnison County and the Institute jointly agree to comply with requirements from the Department of Local Affairs to receive grant dollars ($20,000) for Phase 1.

C. **Phase 2: Action Planning**

This phase will include taking the public input from the values and vision public discussions and synthesizing the input into a draft documents to facilitate the creation of an action plan. This phase will also include working with stakeholders to develop an action plan which can be successfully implemented.

Phase 2 involves synthesizing the public input from the values and vision discussion and developing a specific action plan which can be integrated into strategic plans, capital plans and provide a financial framework for implementation. This Phase will also be coordinated with the EDA project.

This phase assumes meeting with stakeholders and potentially paying for consultants to provide technical input in the development of actions. The Institute's responsibilities include obtaining technical resources (economic, technology, planning, transportation, etc.) to refine and further develop implementation actions. This task (C.2) is budgeted at $10,000. Specific resources engaged by the Institute must be reviewed and approved by Gunnison County. In addition, the Institute will be responsible for paying for the engagement consultant expenses estimated at $4,425. (See cells shaded in blue).

Phase 2: Aciton Plan	**Responsible Partner**	**Cost - County**	**Cost -SI**	**In-Kind**	**Time-frame for completion**
C.1 Complete a draft document that clearly articulates the draft values and vision statements so that they are articulated in a way that is actionable.	County Lead/SI review and contribution		$ 1,000	$ 2,000	30-Aug
C.2Conduct a public charrette with technical experts, EDA consultants, local technical experts, & public to develop concepts for action plan.	SI	$ 2,000	$ 10,000	$ 2,000	Sep-31
C.3 Refine Action plan with committees and partners	County/SI Support	$ 1,000		$ 1,000	31-Oct
C.4Public open house(s) on Action plan	SI Facilitited/	$ 2,425	$ 1,700	$ 2,000	23-Nov
C.5 Complete final document and coordinate with EDA effort on their action plan	County with SI support		$ 1,000	$ 1,000	31-Dec
C.6 Review and obtain approval and commitments for implementation and monitoring from stakeholders	County		$ 1,000		1/30/2016
C.7 Project Intern	County	$ 2,000			
C.8 Reimbusables (Travel, food, misc)		$ 1,250	$ 1,300		
Total		$ 8,675	$ 16,000	$ 8,000	
Cash Total			$ 24,675		

C. Project Implementation/Monitoring

It is anticipated that Gunnison County staff and CBTF partners will execute the actions in this phase of the project. Specific tasks include:

D.1 Integrate Action into strategic and capital plans.

D.2 Continue CBTF and/or new organization as recommended to facilitate implementation of recommended action and manage and monitor progress.

D.3 Annual Community Indicators Report will include metrics for measuring progress.

D. Summary

The above mentioned budget has the following assumptions:

- Phase 1 will cost at a minimum $50,000 and require $30,000 in local match to utilize $20,000 in DOLA funding.
- The Institute's Cash expenditures are approximately $6,000 prior to April 1, 2015 to accommodate grants the Institute will receive in April of 2015. Total cash contribution to the project is up to $32,000 from the Institute. Total in-kind support from the Institute is budgeted at $30,000.
- Gunnison County will provide two full time staff at approximately 50% of their time for the duration of the project.
- At the time of this agreement, local matching dollars were still being collected from local partners. The scope of work mentioned above requires collection of local matching dollars (which have been budgeted by each partner), receiving DOLA funds (which have been awarded), and the Institute receiving promised grant funding in April of 2015.
- The Engagement Consultant will be a resource the Institute engages with Gunnison County's review and approval. The total cost of this resource is budgeted at $30,000.
- The project intern is budgeted at approximately $12,726 and will be paid for and managed by Gunnison County.