AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Donati

Action Requested: Motion

Parties to the Agreement:

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

Summary:

The attached agreement was executed and distributed on 10/7/2016.

Fiscal Impact: $20,000

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Committed from the economic development budgeted amount in 2016. no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/7/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 10/10/2016 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 10/10/2016

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

Agenda Date: 10/18/2016

Revised April 2015

DONATION AGREEMENT

This Donation Agreement ("Agreement") made effective the 7th day of ~~September~~ October, 2016, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and Western State Colorado University, 600 N. Adams St., Gunnison, CO 81230 ("WSCU").

RECITALS

WHEREAS, WSCU has requested assistance from Gunnison County in financing a portion of the *Innovation, Creativity, and Entrepreneurship (ICE) Project*; and

WHEREAS, Gunnison County is supportive of the objectives of WSCU regarding the ICE Project; and

WHEREAS, funding of the ICE Project by Gunnison County is a high priority action in both the One Valley Prosperity Plan (OVPP) and the implementation of OVPP is a strategic result in the Gunnison County Strategic Plan.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on the 7th day of ~~September~~ October, 2016 and shall terminate on December 31, 2017, unless sooner terminated or replaced as provided herein.

2. DONATION AMOUNT.

(a) Gunnison County agrees to donate $20,000 in funds to WSCU. It is understood and recognized that these funds must be used exclusively for financing the ICE Project. The specific requirements of the ICE Project are spelled out in the attached letter which is marked as Exhibit A and by this reference is incorporated hereto and made a part of this Agreement.

(b) The lump sum will be distributed by Gunnison County upon submittal of appropriate documentation acceptable to Gunnison County.

(c) This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement without penalty to WSCU pursuant to paragraph 9 of this Agreement.

(d) Gunnison County reserves the right to amend this Agreement to reduce the contribution stated herein if the 2015 Gunnison County audit should result in a significantly lower fund balance than projected.

(e) Gunnison County has no responsibility for outcomes, workers, or for any liabilities arising from the ICE Project.

3. STRATEGIC RESULT.

Execution of this MOA will assist Gunnison County with its economic development goals, as outlined in the Gunnison County Strategic Plan. WSCU agrees to submit a written project report by October 1, 2017 that will include performance metrics (i.e., number of clients served, result percentages, etc.) and other pertinent information. The County's receipt of this project report by the October 1, 2017 deadline will serve as a condition for future funding eligibility.

4. INDEMNIFICATION.

(a) WSCU 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 WSCU or its employees, sub-contractors or agents in connection with this Agreement or implementation of the ICE Project.

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

5. AUTHORITY TO AUDIT RECORDS.

Gunnison County has the authority to audit the WSCU's financial records, said audit to be performed by an employee, agent or designee of Gunnison County and at the expense of the WSCU, upon seven days' notice to the WSCU.

6. NO DELEGATION AND ASSIGNMENT.

WSCU shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

7. IMMIGRATION COMPLIANCE CERTIFICATION.

(a) WSCU certifies that WSCU does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

(b) WSCU certifies that WSCU has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c) WSCU 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) WSCU 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) WSCU agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. 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: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

WSCU: Western State Colorado University
Attn: Julie Feier
Vice President of Finance and Administration, Chief Financial Officer
600 N. Adams St.
Taylor Hall 328G
Gunnison, CO 81230

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.

9. 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.

10. 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.

11. 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, Colorado.

12. 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.

13. COUNTERPARTS: FACSIMILE TRANSMISSION.

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.

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: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

Western State Colorado University

By: _____ 10/6/16
Julie Feier, Vice President of Finance
and Administration, Chief Financial Officer

August 8, 2016

In building upon the early collaborations between Gunnison County and Western State Colorado University, the *Innovation, Creativity, and Entrepreneurship (ICE) Project* is requesting support from Gunnison County in the amount of **$20,000**. The ICE Project's funds request is to support two key initiatives that contribute to specific economic development goals of Gunnison County as outlined in the One Valley Prosperity Draft Strategy (May 2016).

1. **Support New Entrepreneurs and Grow Existing Businesses**

   The ICE Project (in collaboration with Gunnison County, the Gunnison-Crested Butte Tourism Association, and other regional stakeholders) is seeking $10,000 to develop ***digital collateral to promote Gunnison County as "open for business"***. This collateral will include a website, unique multi-media content, and access to all the necessary information for businesses and entrepreneurs to establish or expand a presence in Gunnison County. This site will also be an innovative and engaging clearinghouse of information for current and prospective investors into our regional economy. WSCU has requested additional funds for this initiative from the EDA's Power Grant program in the amount of $20,000. These additional resources will be used to create more current and relevant content for the site over the next three years.

   "Entrepreneurship is a key component of a strong economic foundation —it provides vitality and resiliency to the economy, creates jobs, and encourages the generation and sharing of new ideas. To develop more primary employers which provide economic diversity and career opportunities we are most likely to succeed through the development of business start-ups and local business growth." (OVPS, 2016, p.20)

2. **Build the Capacity of the Local Workforce**

   The ICE Project (in collaboration with Gunnison County and the West-Central Small Business Development Center) is seeking $10,000 to deliver a monthly training and ***capacity building event series for the Gunnison County business community,*** workforce, and nascent entrepreneurial base. Leveraging the vast professional and technical resources of the SBDC network and WSCU faculty, and in collaboration with Gunnison County leadership, the ICE Project will design and execute programs determined to be of high value to our region's entrepreneurs and small businesses. Examples of such programs may include, but are not limited to, professional development workshops, business startup trainings, investor/entrepreneur speed dating events, acceleration/incubation programs, youth entrepreneurship initiatives, and much more. Currently the West-Central SBDC receives funds in the same amount from Chaffee County for training and capacity initiatives and works directly with Region 10 to deliver similar programming in Delta, Montrose, San Miguel, and Ouray Counties.

"While we do have an educated community, local youth and many adults still need opportunities for professional development and our local businesses have shortages of skilled workers. We need to align the creation of new jobs with job training so locals can take advantage of new employment opportunities." (OVPS, 2016, p.21)

Thank you for your consideration and your continued support of our shared mission of community and economic development in Gunnison County.

Kind Regards,

Gerrit J. McGowan - Managing Director,
ICE Project / Director, West Central SBDC