AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Visitors; Western State Colorado University Direct

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Please see the attached documentation.

Fiscal Impact: $20,000

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

Finance Review: (●) Required ( ) Not Required

Comments:

The requested term of this agreement is November 2016 to December 2017. The $20,000, if approved, could come from a combination of 2016 and 2017 budgeted line items for economic development in the general fund. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/16/2016

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

Comments:

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Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 11/21/2016 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 12/9/2016

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

Agenda Date: 12/13/2016

Revised April 2015

To: BOCC and Gunnison City Council

From: Chelsea Dalporto-McDowell, Paula Swenson, Tammy Scott

RE: WSCU Business Department Intern Program

Date: November 15, 2016

The problem: Western has had difficulty developing a strong internship program in the Gunnison Valley with local businesses. Many of the businesses in the valley are small and have limited resources (both financial and human). It is difficult for the businesses to have the time and expertise to create an intern position that would be beneficial to them and the student as well. Businesses tend to shy away because they see an intern as another burden to suck up their already limited resources. While Western is more than willing to engage students in an internship program, the professors do not have the time and resources to develop the objectives for each individual business to provide the much needed value that an intern could provide. In addition, the geographical location of Western sets students at a disadvantage as compared to their peers at universities across the state in urban areas. Local internships will allow students to gain transferable skills, which will translate into employability after graduation.

How to solve the problem: By developing a consulting program through the WSCU School of Business Internship Program, we can solve the problem by becoming the bridge between the businesses and Western. The consultants work with willing businesses to outline a plan that is unique to their business and implement a program so that the intern is not only learning about the business and gaining valuable transferable skills, but assisting in growing that operation. Students can bring innovative approaches to current practices. A student would work under an internship during the school year (or one semester) and transition into a paid employee of the business for the summer busy season (or winter busy season depending on the business) or even utilize the internship during the busy season. The consultant would work with the business and help develop the objectives that would be beneficial for the business while affording the student a great learning experience. Once the plan is developed, the consultant and WSCU's School of Business Director of Career Success would work with the Associate Dean to implement the internship and provide the most appropriate students for the business owner/manager to interview. During the course of the internship, the consultant, director and associate dean would be available to assist with any changes or adjustments.

Start-up Calendar:

November-December: Program development, identify and meet with businesses, develop and finalize intern supervisor guide for businesses

January-March: Consultants work with identified businesses to develop internship objectives

April: Launch first Business Expo to bring students and businesses together and set-up interviews

March-May: Consultants/Director work with associate dean to develop academic objectives for students and sign up students for interviews

May-August: Consultants continue to work with businesses on any identified insufficiencies and develop the student's objectives.

August-December: Implement first internships

January-May: Implement second semester internships and start process with next year's businesses.

Costs:

Twenty internships for the pilot year.

Program Development (200 hours consultant time@$35) _____$7,000.00

Develop packet information for businesses, meet with businesses, develop class curriculum for business classes to be hosted by SBDC

Twenty businesses with 20 hours of consulting@$35/hour _____ $14,000.00

Each business will have an individual internship developed with the assistance of a consultant. The consultant will also bridge the business with the student and the director/associate dean for implementation.

WSCU to implement first semester and provide support _____ $15,000.00

This funding will provide the necessary resources to produce and print all materials needed. It will also be utilized to fund meet-and-greets with the businesses and the Business Expo in April. An appreciation evening will be provided at the end of the semester for the participating businesses. All events and meetings will be housed at the ICE House to further bridge the business community with this asset.

Marketing/ promotion SBDC Assistance _____ $4,000.00

The SBDC will assist in promotion and marketing. The SBDC will also provide two classes for the participating businesses to assist them in identifying areas of their businesses that need further development in which an intern can assist.

Total start-up costs for 2017 _____ $40,000.00

First year Funding: The City of Gunnison and Gunnison County have both identified Western's success as a high priority in their economic development plans. The OVPP has identified the ICEhouse project as a forefront priority and also the growing of local businesses. This internship program is in line with both the success of Western and the local businesses. The request from both City and County is to equally fund the first pilot year at $20,000.

DONATION AGREEMENT

This Donation Agreement ("Agreement") made effective the 15th day of November, 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 School of Business, 600 N. Adams St., Gunnison, CO 81230 ("WSCU").

RECITALS

WHEREAS, WSCU School of Business has requested assistance from Gunnison County in financing a portion of the Business Internship Program ("Internship Program") pilot year; and

WHEREAS, Gunnison County is supportive of the objectives of WSCU regarding growing the student base; and

WHEREAS, growing of local businesses 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 15th day of November, 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 WSCU School of Business Internship Program. The specific requirements of the program are spelled out in the attached memo 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 Internship Program.

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 Internship Program.

(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 School of Business
Attn: Kevin A. Nelson, Ph.D.
Associate Dean, School of Business
Western State Colorado University
243 Borick Business Building
600 N. Adams St.
Gunnison, CO 81231

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

Western State Colorado University

By: _____
Kevin A. Nelson, Associate Dean, School of Business
Western State Colorado University