AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Don

Action Requested:

Parties to the Agreement:

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

Summary:

Please see the attached agreement for acknowledgement of County Manager Signature

Fiscal Impact: $50,000

Submitted by: Josh Ost **Submitter's Email Address:** jost@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, this is included in the 2018 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/1/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/10/2018 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/10/2018

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

Agenda Date: 5/15/2018

Revised April 2015

DONATION AGREEMENT

This Donation Agreement ("Agreement") made effective the 1st day of May, 2018, 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 financially supporting the *Innovation, Creativity, and Entrepreneurship Lab (ICELab)*; and

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

WHEREAS, funding of the ICELab 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 1st day of May, 2018 and shall terminate on December 31, 2018, unless sooner terminated or replaced as provided herein.

2. DONATION AMOUNT.

(a) Gunnison County agrees to donate $50,000 in funds to WSCU for use only as detailed in the attached scope of work. The lump sum will be distributed by Gunnison County upon execution of this agreement.

(b) It is understood and recognized that the $12,000 of the provided funds for ICELab Incubator and Accelerator Development must be used exclusively for supporting Gunnison County businesses.

(c) Gunnison County has no responsibility for outcomes, workers, or for any liabilities arising from the ICELab or Incubator and Accelerator 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 January 15, 2019 that will include information about the number of businesses supported, the amount of funds each received and other pertinent information. The County's receipt of this project report by the January 15, 2019 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 ICELab or Incubator Accelerator Program. WSCU will be solely and entirely responsible for its acts and the acts of its employees during the performance of the agreement. WSCU warrants that it is insured pursuant to the terms of Colorado law. Nothing in this statement shall be construed as enlarging the responsibility or liability of WSCU beyond that permitted by the laws of the State of Colorado.

(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 Baca
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: _____
Julie Baca, Vice President of Finance
and Administration, Chief Financial Officer

Scope of Work

2018 ICELab Funding Requests: Gunnison County

The below requests will serve ICELab in its rapid growth and demand to serve Gunnison County across all sectors. Increased support from the county makes both a direct and indirect contribution to the current economic development goals. It also supports the ability for ICELab to maintain below-market rate programming and space rental. As a grant-funded entity ICELab staff finds that an ambitious plan will ensure its sustainability goals post-grant and maintain ICELab's quality of service.

1. **$5k in Training Support for the SBDC**
    a. An increase in SBDC consulting dollars benefits the business community and with the continued growth of the ICELab we anticipate an increase in our consultant base and the demand from local companies.
    b. Our use of previous County funds for SBDC produced a series of seminars and workshops that were well attended by the business community. Surveyed responses were to offer more.
2. **$15k Speaker Series**
    a. Offering 1-2 high level speakers per year that inspire the entrepreneurial spirit of the community is a key component to the development of ICELab in its mission to drive economic growth from within.
    b. The response to our inaugural Trout Tank was incredibly positive and carrying that momentum throughout the year with 1-2 speaker events will serve not only the local population, but draw in increased interest from outside in ICELab's growing statewide network.
    c. Focus topics of interest: Tech for Rural, Startups, Future of Finance. Etc.
3. **$12k for ICELab Incubator and Accelerator Development**
    a. Funds would support Incubator scholarships for residents. Current Incubator program registration is $1200, paid over 6 months (program duration).
    b. Funding to extend our Incubator program virtually, which will require software technology and an initial marketing boost. The virtual program launch is a first-step in developing ICELab as a regional (statewide and national) service hub and destination location for general business and industry-specific education. ICELab is already fielding requests for virtual support, as far as, Farmington, NM.
4. **$18k for ICELab's Gunnison Valley Prosperity Team Projects**
    a. ICELab is leading the effort and management of several prosperity projects that set the stage for current goals driven by OVPP, GCBTA, etc. The first year efforts are geared toward developing a foundation for the work and research for more pointed projects in 2019.
    b. Develop an intake and lead process for GCBeconomicdevelopment.com web inquiries and GCBTA leads, to both manage business and relocation questions and needs, as well as, data collection for community assessment and strategy.
    c. Support ICELab staff in managing all inquiries and leads alongside GCBTA and other community partners.
    d. Conduct research and reporting to define future projects to include, but not limited to, workforce training and curriculum design, community micro-loan fund development, commercial/industrial corridor development strategy, university apprenticeship program, etc.