AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; REDI Grant

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Western Colorado University and BOCC

Term Begins: **Term Ends:** 6/30/2019 **Grant Contract #:**

Summary:

Contract services with WCU and ICELab for implementation of REDI grant scope of work

Fiscal Impact: $115,200

Submitted by: Cathie Pagano **Submitter's Email Address:** cpagano@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 11/13/2018

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

Comments:
ok db 11/8/18

Reveiwed by: Discharge Date: 11/9/2018 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 11/16/2018

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

Agenda Date: 11/20/2018

Revised April 2015

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT ("Agreement") made effective the 31st day of October, 2018, by and between the Board of County Commissioners of the County of Gunnison, Colorado whose address is 200 East Virginia, Gunnison, Colorado 81230 ("Gunnison County") and Western State Colorado University d/b/a Western Colorado University whose address is L2A Taylor Hall, 600 N. Adams Street, Gunnison, Colorado 81230 ("Contractor").

A. RECITALS

The Contractor desires to provide, through its ICELab, an Economic Development Project Team to formalize economic development efforts within Gunnison County; and

Gunnison County desires to engage Contractor to provide, through its ICELab, an Economic Development Project Team to formalize economic development efforts within Gunnison County according to this Agreement.

B. AGREEMENT

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

1. SERVICES.

Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the services as more specifically set forth in Appendix "A" attached hereto and incorporated herein by reference ("Services"). All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on June 30, 2019 ("Term"), unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist Gunnison County with its initiative to promote prosperous, collaborative and healthy community, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term of this Agreement, Gunnison County shall pay Contractor fees in the amount not to exceed One Hundred Fifteen Thousand Two Hundred and No/100 U. S. Dollars ($115,200.00) ("Compensation"). Payments for compensation shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

The Compensation shall compensate Contractor for all charges, expenses, overhead, payroll costs, employee benefits, insurance subsistence, and profits, except as specifically set forth herein.

5. INSURANCE.

Contractor agrees that at all times during the Term of this Agreement that Contractor shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty Seven Thousand and No/100 U.S. Dollars ($387,000.00); and For an injury to two or more persons in any single occurrence, the sum of One Million Ninety Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. INDEMNIFICATION.

Contractor 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 Contractor or its employees, subcontractors or agents in connection with this Agreement.

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

8. SOLE SOURCE CONTRACTS.

If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of $100,000, then the following provisions apply:

Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Contractor, on behalf of itself , any person who controls ten percent or more of the shares of or interest in the Contractor, and the Contractor's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue,

the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

These provisions shall not apply to the extent they have been enjoined or invalidated by a court of competent jurisdiction.

9. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

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

Contractor will participate in either (i) the "E-Verify Program", jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all Contractor's employees who are hired to perform work under this Agreement.

Contractor 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.

Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

11. ADA COMPLIANCE.

The Contractor assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

12. 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.

13. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Contractor and, therefore, Contractor 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.

14. 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. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination.

15. 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 sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	Matthew Birnie, Gunnison County Manager 200 E. Virginia Gunnison, Colorado 81230
With a copy to:	Cathie Pagano, Director of Gunnison County Community Development & Economic Development 221 N. Wisconsin Gunnison, Colorado 81230
Contractor:	Western State Colorado University d/b/a Western Colorado University L2A Taylor Hall 600 N. Adams Street Gunnison, CO 81230
With a copy to:	Delaney Keating Julie Baca ICELab at Western Colorado University 540 Escalante Drive 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.

16. 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 of Colorado District Court, Gunnison County, Colorado.

17. 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.

18. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

WESTERN STATE COLORADO UNIVERSITY
d/b/a WESTERN COLORADO UNIVERSITY

By: _____ 10/31/18
Julie Baca, CFO

APPENDIX "A"

Gunnison County Economic Development

Scope of Work

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Purpose & Background

The community of the Gunnison Valley seeks to formalize economic development efforts through the assembly of a Gunnison Valley Economic Diversity Project Team overseen by an advisory council. This team would provide a mission critical step toward the achievement of current county-wide strategic planning goals in service to economic diversification and the goals outlined within the One Valley Prosperity Project.

Within Gunnison County there is no formal economic development council or department. In lieu of building a separate department, the Project Team seeks to utilize the high value of an existing partnership between the Gunnison-Crested Butte Tourism Association and ICELab@Western (business and innovation center) to extend current efforts toward economic diversification projects on an annual and recurring basis.

Currently, the action team is comprised of staff from the ICELab and the Gunnison-Crested Butte Tourism Association and reports to the Community Builders Task Force, with individuals from Gunnison County Community & Economic Development, City of Gunnison, Town of Crested Butte, and Town of Mt. Crested Butte as acting advisory council. The ICELab Director acts as project manager to oversee project goals, deadlines and reporting.

The ICELab and GCBTA wish to unify as the Gunnison Valley Economic Diversity Project Team to promote a diverse and resilient local economy through the utilization of local, regional and statewide resources, business development and recruitment, workforce training, supportive development of amenities in service to quality of life, and further development of defined environmental differentiators that enhance the quality of experience for tourists and residents alike. This collaboration will work with maximum efficiency to address all 3 tiers of Smart Growth Economic Development as outlined by the Environmental Protection Agency:

1. Support Business & Entrepreneurship Development
2. Support Workforce Training & Internship/Apprenticeship Development
3. Support Quality of Life

The following scope of work outlines necessary foundational projects establishing internal and external communication channels and refined research driving future projects. The desired outcome is the creation of a full spectrum economic diversification strategy for the Gunnison Valley. This strategy builds upon the current work of the ICELab and GCBTA, and drives the jointly defined objective of developing a minimum of 5 companies, reporting $10 million in annual revenue inside of the next 7 years. This result will be listed as 5 – 10 – 7 throughout.

The Project Team, formed entirely of Gunnison Valley residents and leaders, is passionate and dedicated to the 5 – 10 – 7 project as a key driver in resultant economic diversification with the ability to enhance all 3 tiers of sustainable business growth, workforce development and enhanced quality of life simultaneously. Companies with $10 million in revenue hire an average of 30 employees, with average annual salaries of $70k. This kind of growth in service to the current and future residents is essential to our sustainability as a rural and remote collection of mountain towns.

Results & Metrics: 5 – 10 – 7

The Economic Development Project Team will report all updates and findings to the advisory team on a quarterly basis, along with streaming relevant updates/content to local media channels to increase public awareness and engagement. The overarching goal is to develop and/or attract a minimum of 5 companies in the Gunnison Valley with annual revenues of a minimum of $10million within 7 years. These companies would house 80% of their workforce in Gunnison County, with an average of 30 employees and average salaries of $70k. The following will be measured to determine incremental success toward this goal in 2018:

- Economic Development Funding
    - Grant funding received for further project development
    - Increases in local funding for economic development support
- Increased annual averages for specific business development growth
    - Funding for local businesses through loans, grants, and investment
    - Increase in local jobs
    - Number of business relocations, measured by:
        - Increase in number of jobs
        - Potential increase to tax base
        - Alignment with community values as outlined by OVPP
    - Number of startup companies, measured by:
        - Scalable business models with $10million revenue potential
        - Number of founders, employees, and equity partners
        - Alignment with community values as outlined by OVPP
- Increased internal and external public awareness of economic development mission and efforts:
    - Digital Traction
        - Total podcast downloads
        - Website traffic
        - Defined targeted marketing strategy for 2019/2020
    - Number of inquiries funneled through the intake and lead process
        - Quality of engagement
            - Lead from the GCBTA
            - Cold lead from website or other
            - Tracking of negotiation to definitive point
- Delivery of a minimum of 2 research and development projects (refer to project number IX) to guide 2019 project scope

Website Content Management

Result: Website Management
Objective: Maintain relevant content, refinement and publicity of the economic development website.
Deadline: Ongoing through June 1, 2019

Website Homepage Video

Goal: Website Homepage Video – Introductory LIVE WORK LEARN
Objective: Create an introductory :30 and :60 second video with music composition to capture the "LIVE WORK LEARN" message of the Gunnison Valley as a whole to engage site visitors at first glance. Videos will also serve for distribution to other marketing channels locally and online.

Website Implementation Roadshow

Goal: Website Implementation Roadshow
Objective: Create and deliver a dynamic website presentation to all county-wide organizations and governing agencies to instruct on available assets and linking opportunities, instill local pride and buy-in, and introduce the goals and objectives of the economic development project team. Roadshow will include, but is not limited to, arts centers, libraries, city councils, county commissioners, community foundation, area chambers, RTA, housing authority, RMBL, GVH, CBMR, real estate agencies, and WSCU foundation, cabinet and admissions departments.

Business Recruitment

Goal: Bring one new company or branch office of a company to the valley by June 30, 2019
Initial Strategy: Combination of trips to Outdoor Retailer, letter writing campaign, and personal contacts to outreach to potential businesses. Selling points include:

- Inexpensive housing for a ski valley
- Excellent schools
- All the fun mountain sports of any ski valley

Economic Development Intake & Lead Process

Goal: Economic Development Intake & Lead Process
Objective: Develop an intake process for web and phone inquiries to both manage relocation questions and needs, as well as data collection for community assessment and strategy.
Deadline: Launch by May 1, 2018 as support for GCBeconomicdevelopment.com
- Ongoing through June 1, 2019

LIVE WORK LEARN Video Series

Goal: Create a video series that captures our key cultural assets for the Gunnison Valley in service to our messaging as a LIVE WORK LEARN destination.
Objective: Launch a 3-episode series of 1-2 minute videos for distribution on website, online media, and local organizational websites. These will be culturally-defined, personality pieces built to engage audiences with an out-of-the-box approach to traditional economic development videos, while serving up something that ignites local pride. Series includes the following:

- A Day in the Life of Gunnison / Crested Butte (LIVE)
- Industry/Business (WORK)
- Education (WSCU, RMBL, etc.) (LEARN)

Grant Writing

Goal: Ensure regular and increased funding to extend the efforts of the project team.
Objective: Seize all relevant grant opportunities in service to extend the project goals, capital resources and longevity of the economic development project team. defined within this scope of work and increase opportunity to address other project goals as agreed upon by the action team and availability of funds.
Deadline: Ongoing through June 1, 2019

Research & Development

Goal: Develop research and reporting on defined 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.
Objective: Ensure proactive research to guide year two goals for the project team and allow for sufficient financial planning, as well as, the ability to source project/industry specific grants to develop new projects and market-testing as funding allows.

Local, Regional & Statewide Advocacy

Goal: Position the economic development project team in place at central agencies on a local, regional and statewide level to maintain cohesion and leverage strategy on behalf of overarching project goals.
Objective: Define key board seats on a local, regional and statewide level necessary for both ICELab and GCBTA to maintain presence in order to best advocate, strategize and leverage goals and objectives of the economic development project team.
Deadline: Ongoing through June 1, 2019

Local Business Assessment

Goal: In-depth, personal research and development of local business climate through an in-person interview process county-wide.
Objective: Obtain an in-depth, personal understanding through defined interview process to serve local business growth and retention. Business retention is a key aspect necessary to understand and develop strategy in service to our efforts to sustain companies. It is also mission critical to address this as the first tier of a strategy to support current scalable startup efforts through phases of expansion.

LIVE WORK LEARN Brochure

Goal: Develop 1-2 printed brochures or other print collateral to diversify the messaging strategy
Objective: Develop printed piece to serve one or all of the following:

- Website Inquiries/Tradeshows
- Admission piece to accompany a congratulatory letter from local mayors to all potential incoming student to WSCU

Mountain Valley Business Podcast (Name TBD)

Goal: Develop an entertainment-based messaging tool for internal/external audiences
Objective: Create a dynamic weekly podcast series, potentially in partnership with KBUT that covers local economic development updates, business stories, regional and state news, and unique guests in a format that is defined by the user's available bandwidth (10+ min.) and ability to download via iTunes with other subscription-based podcasts in greater service to our commuter-class, remote workforce, and drive-markets. Sample episode series categories: Why OR companies belong here – in the field, Startup 365 @ 8000', Rural is the New Urban, HABITs: (High Altitude Business Trends, etc.