

1 - Agenda

2a - Early Childhood Workforce Innovation

2b - CPW Impact Assistance Grant

2c - CFGV Grant Application

2d - IGA, Nurse Home Visitor Program

2e - Landfill Compactor

3 - Shady Island Funding Agreement

4b - Cash Transfer

4c - Sales Tax LMD Reports

5 - Treasurer's Reports

6 - OWTS Regulations

7a - Applicant, Region 10, D Assad

7b - Applicant, PC, T Adkins

7c - Applicant, PC, E Appleton

7d - Applicant, PC, J Baca

7e - Applicant, PC, P Carey

7f - Applicant, PC, D Crist

7g - Applicant, PC, M Miller

7h - Applicant, PC, F Niederer

7i - Applicant, PC, C Rourke

7j - Applicant, PC, E Schmidt

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**MEETING NOTICE**

**DATE:** Tuesday, February 23, 2021  
**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse  
200 E. Virginia Avenue  
Gunnison, CO 81230

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:**

- 8:30 am
- Call to Order
  - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Authorization to Submit; Early Childhood Workforce Innovation Grant; Early Milestones Colorado Foundation; \$90,723.22
    2. Colorado Parks and Wildlife Impact Assistance Grant Application; Tax Year 2020; \$23,015.29
    3. Authorization to Submit; Grant Application; Community Foundation of the Gunnison Valley; Continuation Funding for Sick Leave Reimbursement for Early Childhood Teachers Due to COVID-19 Related Illness/Absences
    4. Intergovernmental Agreement; Nurse Home Visitor Program; County of Montrose, Colorado; Fiscal Year 2020-2021; \$86,329
    5. Government Obligation Contract; KS StateBank; Landfill Compactor Purchase; \$477,108
  - Funding Agreement; Upper Gunnison River Water Conservancy District; Shady Island Project; 5/1/2020 thru 4/30/2022; \$30,000
  - Vouchers and Transfers
  - Treasurer's Report
  - Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 8:40 am
- Proposed Revisions to the On-site Wastewater Treatment System (OWTS) Regulations
- 9:00
- Gunnison County Road and Bridge Funding
- 9:30
- Gunnison County Boards and Commissions Interviews:
    1. 9:30 am: Region 10, Loan Fund; David Assad
    2. 9:40 am: Gunnison County Planning Commission; Thomas Adkins
    3. 10:00 am: Gunnison County Planning Commission; Elizabeth Appleton
    4. 10:20 am: Gunnison County Planning Commission; Julie Baca
- 10:40
- Break
- 10:50
- Gunnison County Boards and Commissions Interviews (continued):
    5. 10:50 am: Gunnison County Planning Commission; Peter Carey
    6. 11:10 am: Gunnison County Planning Commission; Danielle Crist
    7. 11:30 am: Gunnison County Planning Commission; Melanie Miller
    8. 11:50 am: Gunnison County Planning Commission; Fred Niederer
    9. 12:10 pm: Gunnison County Planning Commission; Chris Rourke
    10. 12:30 pm: Gunnison County Planning Commission; Edwin Schmidt
  - Adjourn

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

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Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> prior to the meeting.

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://us02web.zoom.us/j/85021741677?pwd=TEM5ZEJkeXlva1FHdjhsOVpkcEUzdz09>

Meeting ID: 850 2174 1677

Passcode: 060684

One tap mobile

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+12532158782,,85021741677#,,,,\*060684# US (Tacoma)

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Authorization to Submit; Early Childhood Workforce

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**Action Requested:** Other County Manager Approval to apply

**Parties to the Agreement:** Early Milestones Colorado

**Term Begins:** 6/1/2021

**Term Ends:** 5/31/2022

**Grant Contract #:**

**Summary:**

HHS would like to apply to Early Milestones Colorado Foundation for an Early Childhood Workforce Innovation grant for \$90,723.22

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

**Submitter's Email Address:** mwacker@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/18/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed and does not raise legal concerns at this time. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/19/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/23/2021

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## Early Childhood Workforce Innovation Grant

### **Organization**

Gunnison County  
Gunnison-Hinsdale Early Childhood Council  
220 N. Spruce Street  
Gunnison, CO 81230  
(970)641-3244  
[mbirnie@gunnisoncounty.org](mailto:mbirnie@gunnisoncounty.org)  
[www.gunnisoncounty.org](http://www.gunnisoncounty.org)  
Matthew Birnie, County Manager

### **Primary Contact for Grant Request**

Lana Athey, Gunnison-Hinsdale Early Childhood Council Co-Coordinator  
[lathey@gunnisoncounty.org](mailto:lathey@gunnisoncounty.org)  
970-642-4667

### **Partners**

Tenderfoot Child and Family Development Center  
Lake Preschool  
Seasons Schoolhouse  
Paradise Place Preschool  
Stepping Stones Children's Center  
Little Red Schoolhouse  
Western Colorado University  
Gunnison Valley Health  
Gunnison County Juvenile Services

### **Fiscal Sponsor**

Gunnison County  
220 N. Spruce Street  
Gunnison, CO 81230  
Jody Wise, Senior Accountant  
[jwise@gunnisoncounty.org](mailto:jwise@gunnisoncounty.org)  
970-641-7679

## **Section 2.1 Need**

The early childhood workforce is a unique and vulnerable population. Licensed child care centers' and family childcare home providers' regulations require rigorous training, costly background clearances, and year-round professional development for all employees. The majority of the early childhood providers in our community operate on razor-thin margins and rely heavily on the tuition paid by families as their primary and often sole source of revenue to cover payroll and additional operating expenses. Early childhood centers are in a unique space of providing quality care at an affordable price to families and attempting to appropriately compensate a workforce with the tuition received. The nature of childcare as a business is that tuition is typically a financial stretch for families, centers struggle to pay their teachers living wages, and the ends just barely meet for the center, the families it serves, and the people it employs. This system has resulted in an early childhood workforce that is underpaid and with little or no access to benefits. The majority of early childhood centers in the Counties that we serve are unable to provide paid sick leave and pay their staff a living wage. This has led to a tremendous amount of turnover in our local early childhood workforce. Local early childhood centers report an average annual turnover rate of 46%, citing low wages and lack of benefits as the main reasons for leaving the field.

In a recent local survey that captured the responses of 70% of our early childhood workforce 21% of respondents stated that they considered leaving their position in the year prior to the COVID19 pandemic, and 38% said they considered leaving their position in the last year. One early childhood center stated that they have gone through approximately 15 employees in the last year to fill their 6 current teaching positions. Another center stated they had employed 22 teachers in 2020 in order to fill the 9 positions within their early childhood program. Respondents were also asked to rate benefits on a scale of 1 to 5 with 1 being least important and 5 most important, 76% rated a salary supplement as a 4 or 5, 79% rated locally offered ECE courses as a 4 or 5, and 90% rated paid sick leave as a 4 or 5.

The Gunnison-Hinsdale Early Childhood Council (GHECC) will be working under the scaling application category. The Council plans to address the compensation lever by working to scale two initiatives currently in place in Gunnison County. The first initiative in place in Gunnison County provides paid sick leave to early childhood teachers that are employed in licensed care facilities. The GHECC would like to expand paid sick leave benefits to support licensed providers, including home providers in Gunnison and Hinsdale Counties that do not currently receive paid sick leave benefits. The second initiative related to compensation that the GHECC is planning to scale is a program developed to award early childhood teachers a stipend based on their early childhood credential level. The GHECC also plans to address the education/career pathways lever by increasing early childhood equivalent courses offered through our local Western Colorado University.

## **Section 2.2 Target Population**

The target population that will benefit from our efforts will be all of the EC educators employed at all 8 of the licensed child care centers and home providers in Gunnison and Hinsdale Counties. Currently, 91 EC educators reside in Gunnison and Hinsdale: 86 in Gunnison County and 5 in Hinsdale County.

### **Section 2.3 Proposed Approach to Address the Need**

The GHECC's transformative goal for systems change is to develop a sustainable funding model to support paid sick leave and annual salary supplementation based on EC credential level for the entire early childhood workforce in Gunnison and Hinsdale Counties. The Council also plans to increase the number of ECE equivalent courses that are offered locally through Western Colorado University (WCU) Extended Studies and the WCU Summer Teacher Institute.

The GHECC plans to scale two initiatives under the compensation lever. Currently, the GHECC has a small amount of funding from the Community Foundation of the Gunnison Valley to support paid sick leave for EC educators in Gunnison County. The Council is looking for an increased amount of funding to support this effort for a longer-term. Our Council plans to extend this program to home providers and Hinsdale County EC educators. Currently, the sick leave program is utilized to cover the cost of licensed child care employees' sick leave if they present symptoms of the novel coronavirus and are thus required to exclude themselves from work. Funding from early milestones would allow sick leave pay for any illness or illness of a child or other family member that requires the individual to stay home. The funds are held by the GHECC, the center directors and home providers will request reimbursement from the GHECC for the sick leave pay. If an employee already has a paid sick leave allowance the request for paid sick leave from this fund will only be for the additional days that are not covered by the sick leave allowance. For instance, if a center covers paid sick leave for up to 3 days and an employee is out sick for 10 days the request for reimbursement could only be for 7 days.

Requests are prioritized based on the following prioritization levels:

- HIGH PRIORITY – Employees with no sick leave allowance
- NORMAL PRIORITY-Employees with partial sick leave allowances (less than 5 days of sick leave)
- LOW PRIORITY – Employees with full sick leave allowances

Requests would be capped at \$1,000 per individual or 7 days sick leave, whichever is more and centers can request reimbursement only once for each individual employee.

The GHECC has also secured a small amount of funding from the City of Gunnison to support awarding EC educators with a small stipend based on their EC credential level. Currently, this program is only available to EC educators employed with licensed centers in the City of Gunnison. The Council would like to scale this program to support EC educators throughout Gunnison and Hinsdale Counties. Nationwide, the early childhood workforce is underpaid, overworked, and unappreciated. The Council plans to shift this dynamic in the communities that

we serve by awarding our EC educators for their hard work in their field. The council expects this program will motivate EC educators to work toward obtaining a higher EC credential level. Although the stipend amounts will not be large, the council does believe that it will go miles to recognize our EC educator's achievements.

Stipends will be awarded based on the following scale:

- \$100 registering in the Colorado Shines Professional Development Information System and/or Level 1 Early Childhood Credential
- \$200 Level 2 Early Childhood Credential
- \$300 Level 3 Early Childhood Credential
- \$400 Level 4, 5, or 6 Early Childhood Credential

Concerning the two initiatives that address the EC workforce compensation lever, the Council plans to engage key stakeholders throughout the duration of the grant period. Data will be collected on the EC workforce including current job satisfaction, turnover rates, and feelings of respect and appreciation of EC educators in the community. The GHECC will utilize data collected over the course of the grant period to communicate the difficulties experienced by EC educators and our local early childhood centers as it relates to staff turnover, staff training, and staff wages and benefits. We plan to discuss with key stakeholders the potential benefits and possible reduction in EC workforce turnover by providing paid sick leave and annual EC credential stipends. We will also speak to the potential for reducing the risk of ill teachers coming to work and spreading illness as it relates to paid sick leave, a topic of particular importance as we live through the COVID pandemic. Throughout the grant period, the Council will hold several meetings to discuss opportunities for sustainable funding for these two initiatives as well as present models from other communities and counties in Colorado that have implemented similar initiatives or funding measures to support early childhood. Potentially inviting Council Directors and community leaders from those counties to attend meetings scheduled with our community's key stakeholders to discuss the process and outcomes in their communities.

The third initiative the GHECC is looking to scale under the education and career pathways lever is in partnership with Western Colorado University (WCU). Currently, WCU has been able to offer one ECE equivalent course through the University's Summer Teacher Institute. We are looking forward to scaling this effort and offering more ECE equivalent courses through the Summer Teacher Institute and WCU Extended Studies. Locally offered ECE courses continue to be a need for many of our local EC educators throughout the years. We plan to identify instructors, and support the instructors in developing the courses during the grant period in order to offer the courses in the Spring and Summer of 2022. The council is looking at the potential to pair our Expanding Quality in Infant and Toddler Care course with a WCU course in order for participants to also receive college credits.

The outcomes expected to result from the efforts focused on compensation of the EC workforce include key stakeholder support of a sustainable funding model for the paid sick leave and EC

credential stipend initiatives. The outcome expected to result from the effort focused around the education and career pathways model is a handful of ECE equivalent courses offered through WCU that are easily accessible to our local EC educators and will allow them to obtain the education necessary to become a certified early childhood teacher. In the year following the grant period the Council expects to engage key stakeholders in securing sustainable funding for at least 75% of the funding necessary to sustain paid sick leave and EC credential stipend initiatives and 100% by 2024. Overall as a result of these efforts the council expects EC educators to experience greater job satisfaction and an increased appreciation from the community for the important work that they do with our youngest community members. The Council believes that by scaling these initiatives early childhood centers will experience a reduction in staff turnover.

## **Section 2.4 Sustainability**

During the course of the grant period the Council will implement a coordinated marketing effort aimed at improving awareness around the importance of early childhood education in our communities and the EC workforce behind our community's workforce. We plan to engage key stakeholders including County Commissioners, City and Town Council Members, Municipality Managers, and CEO's of our community's largest employers in order to develop a plan for sustainable funding for the two programs addressing compensation. The Council anticipates these efforts to result in a sustainable funding solution.

Once ECE equivalent courses are developed, and instructors for the courses are identified, we anticipate the courses to be self-sustaining through tuition paid by those enrolled in the courses. The GHECC will continue to search and apply for scholarship funding through various foundations as we have in years past to support and provide scholarships to local EC educators that plan to complete the ECE courses offered through WCU extended studies and/or WCU's Summer Teacher Institute.

The GHECC anticipates that the work to fund and maintain the two compensation initiatives will result in increased support for further action towards sustainable funding for other initiatives that would have a great impact on the entire early childhood landscape of Gunnison and Hinsdale Counties.

## **Section 2.5 Organizational Capacity of Lead Agency**

The GHECC was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community. Through our strong partnerships and involvement in the community we are able to easily assess the needs of the community and the early childhood workforce. We have made it a priority to understand the

needs of families with young children and identify gaps in resources, through this process we found that one of the greatest needs is better support for our early childhood workforce.

Over the last three years the GHECC has worked countless hours to bring early childhood education and the issues facing our local early childhood workforce to the forefront of the minds of our community leaders. The council has engaged in numerous meetings with key leaders and held several presentations on the state of early childhood, and the benefits of increased supports for the early childhood workforce. The COVID pandemic struck a new light on the issue, essentially exacerbating all of the issues we had discussed with our community leaders over the years, and making it extremely difficult for our licensed providers to remain in operation. The fire was reignited in the hearts of our community leaders and we were recently able to secure some funding for the two initiatives that we are looking to scale through the workforce innovation grant.

Lana Athey and Margaret Wacker Co-Coordinator of the Gunnison-Hinsdale Early Childhood Council will be responsible for managing the project.

Lana has served under the Council since 2014 working on various initiatives over the years. She is passionate about strengthening the early childhood system at a local and State level to better support young children and their families. Lana has been successfully managing the funding for early childhood programs related to COVID 19 relief such as paid sick leave and tuition assistance, as well as other CDHS emergency funding for child care. Lana has ten plus years of experience working within community programs designed to increase protective factors and better support families with children ages 0-8 years of age.

Margaret started in the public health field through an interest in women's reproductive health. Then in 2006, she started working in Gunnison County managing grants and public health prevention projects. As the Coordinator for the West Central Public Health Partnership, Margaret has led the regional health assessments and planning processes since 2011. More recently as the Community Services Supervisor, she manages several prevention programs for the local public health agency and the Child Care Assistance Program for Gunnison and Hinsdale Counties. She has been the Coordinator of the Early Childhood Council since 2011, leading the council through strategic planning and attention to systems level solutions. Margaret believes wholeheartedly in the importance of early childhood and the value of supporting the systems that young children and their families interact in, such as early childhood education.

## **Section 2.6 Partnerships**

The GHECC and the licensed child care providers in our communities have been successful in working collectively as a group for years to help strengthen and support our County's early childhood system. Over the course of the last three years our partnerships have grown as City and County leaders have been more interested in engaging in conversations around how to support the EC sector to a greater extent. The GHECC, licensed providers, and key community members have worked diligently to raise the voice of early childhood designing presentations given at several engagements including Rotary Club, Chamber of Commerce, Mayors and Managers, and City and Town Council Meetings. It was recently that we saw the true nature of our partnerships as we worked through the beginning months of the COVID pandemic. Since

March of 2020 the GHECC, licensed childcare providers, community leaders, Gunnison County Department of Health and Human Services, Child Care Licensing, Gunnison Valley Health and the Gunnison Watershed School District have worked together in investigating funding streams, developing policies around safely reopening childcare facilities in the midst of a pandemic, and working to provide care for essential workers upon reopening. This work only strengthened our partnerships and increased the Council's notoriety moving forward. The Early Childhood Sector was the first to develop a cohesive plan and proposal to reopen and has served as a model for other business sectors moving through the pandemic. This is one of many examples of our ability to think cooperatively as a collective to address challenging situations. All of the licensed childcare providers in Gunnison and Hinsdale Counties will be partners on this grant, this includes: Tenderfoot Child and Family Development Center., Seasons Schoolhouse, Lake Preschool, Paradise Place Preschool, Stepping Stones Children's Center, Little Red Schoolhouse, Wee Care in Lake City, and Hinsdale County Preschool.

The Council has a strong partnership with Western Colorado University. For several years the GHECC has worked closely with WCU to offer our annual early childhood conference. Through our partnership with WCU attendees of the conference have been able to earn a graduate credit by attending the conference and completing other course work.

The GHECC also enjoys a strong partnership with Gunnison County Juvenile Services through their Communities that Care Grant. The GHECC and Juveniles Services are both housed under Gunnison County. The Council Co-Coordinator serves as the facilitator for the Family Friendly Business Practices strategy under the Communities that Care grant which closely aligns with the recently developed paid sick leave program run through the Council. Juvenile Services Data and Communications Specialist will work closely with the GHECC to support our organization in collecting data and running focus groups with the early childhood workforce.

### **Section 2.7 Local Champion**

Elizabeth (Liz) Smith, Gunnison County Commissioner will serve as our local champion supporting the efforts of our partnership by educating and informing our community. Liz will act as a partner with the Council Co-Coordinators and partners to guide the organization of events, facilitate meetings and garner support from other community leaders and key stakeholders.

### **Section 2.8 Readiness and Capacity**

For many years the GHECC has been working to better support our local early childhood workforce. We have built strong partnerships with leaders and community organizations with similar visions for the future. All of our licensed early childhood centers are a part of our early childhood council and inform our efforts to a great extent. Through the current pandemic our partnerships have been tested and we have only come out stronger with a greater drive to get things done and accelerate the shift towards a better supported early childhood workforce. The pandemic has made it very clear that there is no time like the present to act and create a system where our EC educators feel valued and supported in our community.

Although Directors and leaders in the community are undoubtedly overworked and overwhelmed by the state of early childhood education and the difficulties recruiting and retaining a qualified EC workforce. All are more motivated than ever before to change the course of early childhood for the better. The pandemic has shown us all how fragile the early childhood system is as well as how essential it is for the overall functioning of our local economy and community, motivating us all to act now and make a change.

### **Section 2.9 Technical Assistance and Data Informed Decision Making**

The GHECC plans to administer surveys to our entire EC workforce throughout the grant period to track outcomes. Technical assistance in survey design, focus groups, data collection, and data utilization would be beneficial.

In the past few years the GHECC has collected survey responses from parents of children ages 0-5, early childhood centers, and the early childhood workforce. We have held several focus groups and panel discussions with parents, providers and community leaders. All of the information collected through these efforts has been utilized as we designed our GHECC strategic plan and to inform decisions made by the Council and community leaders. We plan to design more outlets for data collection to inform the compensation and education initiatives for the proposed project in order to improve implementation as the initiative progresses.

### **Section 2.10 Grant Requirements**

Should the grant be awarded to the GHECC the Council is fully prepared to:

- Collect and share workforce and project data
- Submit reports on grant progress, outputs, and outcomes quarterly
- Participate in technical assistance efforts to evaluate the initiatives
- Provide reports and updates with initiatives partners

## Project Strategy and Outcomes Worksheet

**Partnership or Project Name: Gunnison-Hinsdale Early Childhood Council Workforce Innovation Grant**

*Please complete and submit this worksheet with your proposal. For guidance on completing the worksheet, please see Appendix A.*

### Theory of Change

Through the activities described in this proposal we hope to improve compensation packages for the early childhood workforce in Gunnison and Hinsdale Counties. In addition we will seek to improve the student experience by increasing the number of locally provided ECE courses for those considering entering the early childhood workforce in the two counties that we serve. Therefore our grant application will address Level 1: Compensation and Level 4: Education and Career Pathways.

**Need: Brief statement of need you are addressing**

Application Category: \_\_\_ Innovating \_\_\_ X \_\_\_ Scaling \_\_\_ Sustaining

**Goal: What is your long-term, transformative goal?**

Our long-term, transformative goal is to develop a sustainable funding model that will allow for improved compensation of our local early childhood workforce by increasing annual earnings and providing the entire early childhood workforce with paid sick leave.

**Level: What lever(s) for change do you propose to address?**

- Compensation
- Working Conditions
- Targeted Recruitment
- Career and Education Pathways

**Strategy: What strategy are you proposing for this grant that could impact your transformative goal?**

Funding provided by this grant would be used to scale three initiatives that are showing promise in our Counties. The first two initiatives related to compensation are currently in place in Gunnison County. The first initiative provides paid sick leave through funding received from the Community Foundation of the Gunnison Valley. Our Council would like to bolster this offering with a greater amount of funding in order to better support early childhood educators who must take time off due to illness and would otherwise not be paid any wages for the duration of their illness. The Second initiative provides early childhood educators with an annual stipend based on their early childhood credential level, currently this initiative only supports EC educators working in the City of Gunnison as it is funded by the City of Gunnison. We are looking forward to offering each program to all EC educators in Gunnison and Hinsdale Counties. The GHECC will utilize data collected around these two efforts from June 2021- May 2022 to engage key stakeholders including municipality leaders and county commissioners in conversations around the importance of EC workforce retention and avenues for

sustainable, long-term funding. The third initiative that the Council is planning to scale is increasing the number of locally offered ECE equivalent courses offered through Western Colorado University (WCU) Extended Studies and the WCU Summer Teacher Institute.

Activities	Outputs	Short-term Outcomes (3-6 months into grant period)	Intermediate Outcomes (9-12 months into grant period)	Long-Term Outcomes (After completion of grant period)	Transformative Goal	Initiative's Goal
<p>Develop early childhood workforce survey to gauge EC workforce job satisfaction and feelings of contentment with an early childhood career path.</p>	<p>EC workforce survey is created distributed</p>	<p>EC workforce survey is distributed July 2021 and May 2022. EC workforce survey is completed by at least 75% of the EC workforce in Gunnison and Hinsdale Counties.</p>	<p>Data from EC workforce Survey is evaluated to gauge the effectiveness of our strategy. Data from surveys is utilized to show the effectiveness in reducing turnover and increasing EC workforce job satisfaction.</p>	<p>Community leaders are bought into the model and looking towards development of sustainable funding to support these efforts far into the future.</p>	<p>A sustainable funding model is achieved to support paid sick leave and annual salary supplementation based on EC credential level for the entire EC workforce in Gunnison and Hinsdale Counties. An increased number of ECE equivalent courses are offered locally through Western Colorado University Extended Studies.</p>	<p>Increased recruitment, retention, and compensation of an effective, qualified workforce.</p>
<p>Data Collected around PDIS early childhood credential levels of Gunnison and Hinsdale County EC Workforce.</p>	<p>The credential levels of all EC educators in Gunnison and Hinsdale Counties is evaluated providing baseline data in June 2021. Increases in credential level will then be</p>	<p>At least 95% of early childhood educators in Gunnison and Hinsdale Counties will be registered on the Professional Development and Information System (PDIS).</p>	<p>75% of EC educators will achieve a credential level of 2-5.</p>	<p>EC Educators will be more inclined to work towards achieving a higher EC credential level. Community leaders are bought into the model and looking towards development of</p>		

	tracked through May 2022.			sustainable funding to support these efforts far into the future.	
Promote and track sick leave program to all licensed EC centers in Gunnison and Hinsdale Counties. Current GHECC Sick leave reimbursement request is reviewed, updated, and sent to licensed early childhood centers.	Sick leave fund is established and centers apply on a monthly basis for sick leave funding to cover wages of EC educators out sick each month. Sick leave pay, number of EC educators supported, etc. is tracked on a monthly basis.	Sick leave pay is distributed to EC centers on a monthly basis.	Sick leave pay and number of EC educators supported is tracked throughout the grant period and data is presented a key stakeholder meetings throughout grant period.	Community leaders understand the need for paid sick leave for EC educators and are supportive of the development of sustainable funding to support paid sick leave for EC educators.	
Promote and track EC credential stipend to all licensed EC centers and EC educators in Gunnison and Hinsdale Counties.	EC credential stipend fund is established and EC educators are encouraged to apply for a stipend to award them for their EC credential level.	Stipends are awarded to EC educators based on their EC credential level.	EC Credential awards are tracked throughout the grant period and data is presented a key stakeholder meetings throughout grant period.	Community leaders understand the need for salary supplementation and awards for EC educators and are supportive of the development of sustainable funding to support this initiative and explore more opportunities for a salary increases for the EC workforce.	
Convene local interest groups to focus attention on	Bi-Monthly meetings with key stakeholders will	2 meetings will occur with community leaders	Action plan will be created to address EC	Gunnison and Hinsdale County residents will	Increased recruitment,

<p>sustainable solutions.</p>	<p>take place throughout the grant period.</p>	<p>and other key stakeholders to discuss current issues with recruiting and retaining our local EC workforce.  A key stakeholder group will be established to carry forward funding initiatives.</p>	<p>workforce recruitment and retention. Sustainable funding initiatives will be pursued.</p>	<p>understand the importance of expanded compensation for the EC workforce and sustainable funding for paid sick leave and annual EC educator stipends will be acquired.</p>		<p>retention, and compensation of an effective, qualified workforce.</p>
<p>Campaign is created around the importance of our local EC workforce</p>	<p>Newspaper Articles, social media ads, panel discussions attached to showings are completed.</p>	<p>Increased community awareness around importance of early childhood and the value of the early childhood workforce</p>	<p>Stronger community wide support for increased benefits for EC workforce</p>	<p>Gunnison and Hinsdale County residents will understand the importance of expanded compensation for the EC workforce and sustainable funding for paid sick leave and annual EC educator stipends will be acquired.</p>		
<p>Regular meetings with WCU to develop a plan to offer a greater number of ECE courses through Extended Studies and the WCU Summer Teacher Institute.</p>	<p>Bi-monthly or quarterly meetings are completed</p>	<p>Instructors are identified and courses are developed.</p>	<p>ECE Equivalent courses are offered through WCU Extended Studies and WCU Summer Teacher Institute.</p>	<p>ECE courses are offered through WCU on each semester or on an annual basis.</p>		

## Project Activities, Outputs, and Outcomes

Please list the project activities, outputs, and outcomes and how you will measure progress or success of each. Please identify which outcomes will happen during the course of the project/grant term, at the end of the grant term, or in the future after the grant term is completed.



### Activities:

Project Activities	Date to be completed
<i>Example: Develop an action plan to increase stakeholder support for public funding to increase compensation</i>	July 2020
Develop early childhood workforce survey to gauge EC workforce job satisfaction and feelings of contentment with an early childhood career path.	June 2021
Distribute EC workforce survey to all EC educators and home providers twice during the grant period.	July 2021 & April 2022
Baseline data collected around PDIS early childhood credential levels of Gunnison and Hinsdale County EC Workforce.	July 2021
Promote sick leave program to all licensed EC centers and home providers in Gunnison and Hinsdale Counties.	July 2021 – May 2022
Review, update, and send current GHECC sick leave reimbursement request to all licensed early childhood centers.	July 2021
Promote EC credential stipend to all licensed EC centers, EC educators and home providers in Gunnison and Hinsdale Counties	July 2021 – May 2022
Track utilization of Sick Leave Program and EC Credential stipend program	June 2021-May 2022
Convene local interest groups to focus attention on sustainable solutions. Develop an action plan to increase stakeholder support for public funding to sustain sick leave and EC credential stipend program.	July 2021, October 2021, January 2021, April 2021
Campaign is created around the importance of our local EC workforce	August 2021
Convene EC educators interested in teaching EC courses through Western Colorado University	June 2021
Quarterly meetings with Western Colorado University to plan for ECE courses offered through Extended Studies – non-degree seeking program	April 2022
Campaign is created to promote ECE Equivalent courses offered through WCU Extended Studies. Campaign includes social media posts, newspaper ads/articles, eblasts.	October 2021

Outputs: Please note, different types of indicators — process, quantity, and/or quality—may be more appropriate to measure outputs for different projects.

Process Outputs	Date to be completed	Target Benchmark
-----------------	----------------------	------------------

<i>Example: Action plan to develop concurrent enrollment program completed</i>	June 2021	Target benchmarks are not needed for process metrics.
EC workforce survey is created and distributed	July 2021	
Baseline data is collected around PDIS early childhood credential levels of EC workforce	July 2021	
Promotional Campaign is created to promote EC sick leave program and EC credential stipend program. Campaign includes social media posts, newspaper ads/articles, eblasts.	June 2021	
Sick leave reimbursement request is reviewed and updated by Council staff and sent to all licensed providers.	June 2021	
Utilization of sick leave program is tracked throughout the course of the grant period	June 2021 – May 2022	
A comprehensive, data driven action plan that identifies next steps in accessing sustainable funding to support the paid sick leave program and EC credential stipend program long term is created.	December 2021	
At least 4 meetings with Western Colorado University- Extended Studies to plan for locally offered ECE equivalent programs	May 2022	
Campaign is created to promote ECE Equivalent courses offered through WCU Extended Studies. Campaign includes social media posts, newspaper ads/articles, eblasts.	October 2021	
Campaign is created around importance of early childhood workforce. Newspaper articles highlighting individuals who have worked as EC educators for years, social media posts, eblasts, EC documentary showings and panel discussions.	Ongoing	
<b>Quantity Outputs</b>	<b>Date to be completed</b>	<b>Target Benchmark</b>
<i>Example: # of modules or courses developed</i>	<i>September 2021</i>	<i>3 modules or courses developed</i>
<i>Example: # of courses pilot tested</i>	<i>December 2021</i>	<i>3 courses pilot tested</i>
% of the EC workforce in Gunnison and Hinsdale Counties that engaged in the EC credential stipend program	May 2022	65%
% of EC educators that increase their EC credential at least 1 level	May 2022	40%
# of EC educators that received support through the paid sick leave program	May 2022	50 EC educators

Annual turnover rate is reduced	May 2022	10-15% reduction in annual turnover rate
3 ECE Equivalent Courses developed	May 2022	ECE 101, ECE 103, ECE 111 Equivalent courses offered through Western Colorado University- Extended Studies
Quality Outputs	Date to be completed	Target Benchmark
<i>Example: Students are satisfied with the piloted modules or courses</i>	<i>December 2021</i>	<i>90% of students report satisfaction with the piloted modules</i>
<i>Example: Students are progressing on track for completion of modules with a 3.2 average</i>	<i>May 2022</i>	<i>80% of students have a 3.2 GPA average or higher in the piloted course or modules</i>
EC educators are more satisfied with current employment	May 2022	20% increase in EC educator's job satisfaction
EC educators experience greater support from the community	Ongoing	20% increase in the number of EC educators that report feeling well respected and appreciated by their community.
Key leaders are engaged and supportive of early childhood	Ongoing	At least 3 additional key leaders in the community are supportive of sustainable funding for paid sick leave and EC credential initiatives.

Project/Grant Outcomes: (During or at the Conclusion of the Grant Term)

Year 1 Outcomes		
<i>Example: % students employed with a partner early education program</i>	<i>December 2021</i>	<i>90% of students are employed with a partner early education program</i>
% of EC Educators that have increased their EC Credential to a Level III or higher	May 2022	10% increase in the number of EC educators that obtain a Level III credential or higher
% of EC educators that have registered on PDIS and applied for EC Credential	May 2022	20% increase in number of EC educators registered on PDIS and applied for an EC credential
Number of ECE Equivalent courses offered through Western Colorado University-Extended Studies Program	May 2022	3 ECE Equivalent Courses available
% reduction in annual turnover rate	May 2022	10% reduction in annual turnover rate

% of sustainable funding necessary to maintain paid sick leave and EC credential stipend program is obtained	May 2022	At least 50% of the sustainable funding necessary to sustain the sick leave and EC credential stipend initiatives long-term is secured
--	----------	--

Intermediate and Long-Term Outcomes



<i>Future Outcomes- After the One-Year Grant Term</i>		
% of EC educators that remain employed for 1 year with partner early education programs	May 2023	80% of EC educators that remain employed for 1 year with partner early education programs
% of EC educators that remain employed for 2 year with partner early education programs	May 2024	70% of EC educators that remain employed for 2 year with partner early education programs
% of EC Educators that have increased their EC Credential to a Level III or higher	May 2023	15% increase in the number of EC educators that obtain a Level III credential or higher
% of EC Educators that have increased their EC Credential to a Level III or higher	May 2024	25% increase in the number of EC educators that obtain a Level III credential or higher
% of sustainable funding necessary to maintain paid sick leave and EC credential stipend program is obtained	May 2023	75 % of the funding necessary to sustain paid sick leave and EC credential stipend initiatives long-term is secured
% of sustainable funding necessary to maintain paid sick leave and EC credential stipend program is obtained	May 2024	100 % of the funding necessary to sustain paid sick leave and EC credential stipend initiatives long-term is secured

**Early Childhood Workforce Innovation Grants: Budget Template**

<b>Applicant/Lead Agency Name:</b>	Gunnison-Hinsdale Early Childhood Council - Gunnison County Health and Human Services		
<b>Project Name:</b>	EC Workforce Innovation Grant		
<b>Contact Name:</b>	Lana Athey 970-642-4667	<b>Email:</b>	lathey@gunnisoncounty.org
<b>Phone:</b>			
<b>Organization's Fiscal Year:</b>	Calendar Year		

<b>Table 1: Project Expenses (June 1, 2021 - May 31, 2022)</b>			
<b>Budget Category</b>	<b>Total Request</b>	<b>Narrative (Explain how costs were determined and how the budget aligns with your proposal)</b>	
Personnel*	\$ 15,429	* Provide detailed justification in Table 2: Personnel table	
Benefits & Taxes	\$ 4,846	Fringe benefits include Health Insurance, SSEC, MCARE, Retirement, holiday/Sick Pay for 2 Co-Coordinator's ; SSEC, MCARE, Retirement, for QI Navigator/Coach	
Supplies/Operating Expenses	\$1,950	Meeting supplies, meeting food, copies, office supplies, computer costs	
Website Development/ advertising/Social Media	\$ 1,500	updating of current website, development of online form for EC credential stipend application and sick leave reimbursement request. Social media ads to highlight local EC workforce and importance of early childhood education.	
Training/Professional Development/Conferences	\$ -		
Contractors/Consultants/Subcontracts to Partners*	\$ 10,750	*Provide detailed justification in Table 3: Contracts Table	
Other Direct Costs (please specify)	\$ 33,000.00	Funds for Paid Sick Leave program	
Other Direct Costs (please specify)	\$ 15,000.00	Funds for EC Educator Stipend Program	
<b>Total Direct Costs</b>	<b>\$ 82,475.65</b>		
<b>Indirect Costs (should not exceed a rate of 10% of direct costs)</b>	\$ 8,248	Office space, phone, Fiscal oversight, Accounting, payment processing, etc.	
<b>GRAND TOTAL REQUESTED</b>			<b>\$ 90,723.22</b>

In the section below, please provide detail about the wages/salary for personnel to be funded with grant funds (Table 2); Enter budget justification for the employee or position title. Justification should address the role and expected contribution of budgeted personnel.

**Table 2: Personnel Detail (employees of lead agency)**

Position Title	Current Staff or To Be Hired	Annual Salary	% of Time on Project	Total Request	Narrative
GHECC Co-Coordinator	Current	\$59,612	10%	\$ 5,961	4 hours/week - stakeholder engagement, sick leave pay and EC credential stipend processing, planning and involvement in early childhood resource development meetings (12 additional hours for early childhood systems building work is supported through 2 other funding streams)
GHECC Co-Coordinator	Current	\$73,257	5%	\$ 3,663	2 hours/week - stakeholder engagement, planning and involvement in early childhood resource development meetings(5 additional hours for early childhood systems building work is supported through 2 other funding streams)
GHECC QI Coach & Navigator	Current	\$58,052	10%	\$ 5,805	4 hours/week (involvement and assistance in preparing for early childhood resource development planning meetings)
<b>Total Personnel</b>				\$ 15,429	

In the section below, please include detail about the subcontractors, consultants, or partners to be funded.

Table 3: Contractor/Consultants/Partners		
Name of Contractor/Consultant/Partner (if available)	Total Request	Narrative
<i>EXAMPLE: XYZ Consultant</i>	\$ 5,000	<i>To develop a strategic plan to engage stakeholders and the public around increased compensation for early educators</i>
Tenderfoot Child and Family Development Center	\$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
Seasons Schoolhouse	\$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
Lake Preschool	\$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
Paradise Place Preschool	\$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
Stepping Stones Children's Center	\$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
Little Red Schoolhouse	\$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
Wee Care in Lake City	\$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
Hinsdale County Preschool	\$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
Western Colorado University	\$ 3,000	Meeting participation and data sharing. ECE course development: stipends of no more than \$750 to instructors developing ECE course and ensuring alignment with early childhood competencies and child care licensing requirements
Gunnison Valley Health	\$ 750	Stipend for meeting participation, data sharing, administering surveys to workforce, attending county and municipalities meetings, stakeholder outreach
5 Home Providers	\$ 1,000	Stipend of no more than \$200 for meeting participation, survey responses, and outreach to key stakeholders
<b>Total Contractor</b>	<b>\$ 10,750</b>	

In the following table, please list any in-kind, matching, or other funds contributing to the work. Please note, if requested funds are to be used for direct compensation of providers, a 25% match and sustainability plan is required.

Table 4: Revenue/In-Kind Funds				
Source	Amount	Anticipated or Secured	Purpose	Lever
Community Foundation of the Gunnison Valley	\$ 11,000	secured	Paid Sick Leave for EC workforce	Compensation
Community Foundation of the Gunnison Valley	\$ 11,000	anticipated	Paid Sick Leave for EC workforce	Compensation
City of Gunnison & GHECC funds	\$ 5,000	secured	Stipend for City of Gunnison EC workforce based on EC credential	Compensation
Total	\$ 27,000			

### Early Childhood Workforce Innovation Grants: Budget Template

<b>Applicant/Lead Agency Name:</b>	Gunnison-Hinsdale Early Childhood Council - Gunnison County Health and Human Services		
<b>Project Name:</b>	EC Workforce Innovation Grant		
<b>Contact Name:</b>	Lana Athey 970-642-4667	<b>Email:</b>	<a href="mailto:lathey@gunnisoncounty.org">lathey@gunnisoncounty.org</a>
<b>Phone:</b>			
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<b>GRAND TOTAL REQUESTED</b>	<b>\$ 90,723.22</b>	

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				\$ -	
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Total	\$ 27,000			

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Colorado Parks and Wildlife Impact Assistance Grant

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Colorado Parks and Wildlife

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Colorado Parks & Wildlife Impact Assistance Grant - payment in lieu of taxes

**Fiscal Impact:**

**Submitted by:** Vicki Hildreth

**Submitter's Email Address:** vhildreth@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/18/2021

**County Attorney Review:**

Required

Not Required

Comments:

Appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/19/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/23/2021

# Memo

**To:** Katherine Haase  
**From:** Vicki Hildreth  
**Date:** February 9, 2021  
**Re:** Impact Assistance Grant Application

---

I have prepared the Impact Assistance Grant Application to be submitted to Colorado Parks and Wildlife. **The application requires one County Commissioner name and signature. This application must be received by the Colorado Parks and Wildlife by March 5<sup>th</sup>, 2021.** Applications received after this date will not be processed.

**Please mail the signed application to:  
Colorado Parks and Wildlife  
Real Estate Section  
Attn: Karen Meyer, IAG Application  
6060 Broadway  
Denver, CO 80216**

**Also, please return a signed copy of the application to both the Assessor's Office and the Treasurer's Office.**

---

Complete information about the application can be found at:

<http://cpw.state.co.us/aboutus/Pages/LandWaterImpactAssistance.aspx>

Here are some of the specifics about the application:

*The following information is required to be mailed by US mail for the application to be accepted by the CPW:*

- 1) *On the Cover Page:*
  - a) *Date*
  - b) *One County Commissioner name & signature*
  - c) *Name and Email address of person filling out the application*
- 2) *On the Applications:*
  - a) *Parcel(s)/Schedule(s) #'s*
  - b) *Assessed Value Per Acre*
  - c) *Mill Levies*



# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2020

WILDLIFE Parcel(s)/Schedule#(s) R002082, R045547

Tax Area 100

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow	2	\$110.00	\$220.00
	14	\$110.00	\$1,540.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing			\$0.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Total Acres</b>	<b>16</b>	<b>Combined Total</b>	<b>\$1,760.00</b>

Total Mill Levy for this Taxing Area 54.92400000

**Total WILDLIFE Amount Requested for this Taxing Area \$96.67**

# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2020

WILDLIFE Parcel(s)/Schedule#(s) R004142, R004196, R014482

Tax Area 400

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
Grazing	1	\$30.00	\$30.00
	2	\$30.00	\$60.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
Waste	2	\$10.00	\$20.00
			\$0.00
<b>Total Acres</b>	<b>5</b>		<b>Combined Total \$110.00</b>

Total Mill Levy for this Taxing Area 66.64000000

**Total WILDLIFE Amount Requested  
for this Taxing Area \$7.33**

# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2020

WILDLIFE Parcel(s)/Schedule#(s) R032643; R009654; R007138; R007139; R032617; R030914; R007292; R032826; R032827; R030917; R030916; R007246; R025285; R009667; R007105; R008369; R043520; R045546; R007385; R043713; R042903; R030551 (3701-000-00-140) R009669, R031623

Tax Area 601

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated Meadow	135	\$110.00	\$14,850.00
	376	\$80.00	\$30,080.00
	295	\$60.00	\$17,700.00
	204	\$110.00	\$22,440.00
	4	\$110.00	\$440.00
	3	\$60.00	\$180.00
	180	\$110.00	\$19,800.00
	57	\$60.00	\$3,420.00
	237	\$110.00	\$26,070.00
	43	\$110.00	\$4,730.00
Grazing	10589	\$20.00	\$211,780.00
	1097	\$10.00	\$10,970.00
	142	\$10.00	\$1,420.00
	959	\$10.00	\$9,590.00
	171	\$20.00	\$3,420.00
	684	\$20.00	\$13,680.00
	546	\$10.00	\$5,460.00
	2	\$10.00	\$20.00
	160	\$20.00	\$3,200.00
	160	\$10.00	\$1,600.00
	143	\$20.00	\$2,860.00
	10	\$10.00	\$100.00
	3	\$20.00	\$60.00
	15	\$20.00	\$300.00
40	\$10.00	\$400.00	
Waste	138	\$10.00	\$1,380.00
	14	\$10.00	\$140.00
	23	\$10.00	\$230.00
<b>Total Acres</b>	<b>16470</b>		<b>Combined Total \$406,720.00</b>

Total Mill Levy for this Taxing Area 55.56100000

**Total WILDLIFE Amount Requested for this Taxing Area** \$22,597.77

# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2020

WILDLIFE Parcel(s)/Schedule#(s) R030915

Tax Area 609

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	238	\$20.00	\$4,760.00
			\$0.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Total Acres</b>	<b>238</b>	<b>Combined Total</b>	<b>\$4,760.00</b>

Total Mill Levy for this Taxing Area 53.73700000

**Total WILDLIFE Amount Requested for this Taxing Area \$255.79**

# Impact Assistance Grant Application Form - WILDLIFE

County Gunnison

Tax Year 2020

WILDLIFE Parcel(s)/Schedule#(s) R015677, R014082, R014379

Tax Area 617

Ag Type	Acres	Assessed Value Per Acre	Total Assessed Value
Irrigated			\$0.00
			\$0.00
			\$0.00
			\$0.00
Irrigated Meadow			\$0.00
			\$0.00
			\$0.00
			\$0.00
Dry Farm			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grazing	1	\$30.00	\$30.00
	17	\$30.00	\$510.00
			\$0.00
			\$0.00
Forest Ag			\$0.00
			\$0.00
			\$0.00
			\$0.00
Waste	42	\$10.00	\$420.00
			\$0.00
			\$0.00
			\$0.00
<b>Total Acres</b>	<b>60</b>		<b>Combined Total \$960.00</b>

Total Mill Levy for this Taxing Area 60.13500000

**Total WILDLIFE Amount Requested for this Taxing Area \$57.73**

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Authorization to Submit; Grant Application; Commun

**Action Requested:** Other County Manager Approval to apply

**Parties to the Agreement:** Community Foundation of the Gunnison Valley

**Term Begins:** 3/15/21

**Term Ends:** 9/30/2021

**Grant Contract #:**

**Summary:**

Application to CFGV for continuation funding from COVID Relief resource for sick leave reimbursement for Early Childhood teachers due to COVID related illness/absence.

**Fiscal Impact:**

**Submitted by:** Margaret Wacker

**Submitter's Email Address:** mwacker@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/18/2021

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/23/2021

If this application is from a group, please list the organizations participating, along with the contact person's name, phone number, email and mailing address for EACH entity.

Gunnison-Hinsdale Early Childhood Council	Lana Athey	970.642.4667	lathey@gunnisoncounty.org	220 N. Pine Street, Gunnison, CO 81230
Tenderfoot Child and Family Development Center	Lynna Frymoyer	970.642.1949	tfootdirector@gmail.com	700 N. Colorado Street  Gunnison, CO 81230
Seasons Schoolhouse	Leah Starinieri	970.641.4511	Seasons81230@gmail.com	617 W Virginia Avenue  Gunnison, CO 81230
Paradise Place Preschool	Ben Poswalk	970.349.2149	paradiseplaceschool@gmail.com	404 Maroon Avenue  Crested Butte, CO 81224
Little Red Schoolhouse	Jessica Rutherford	970.349.0996	lilredschoolhouse1@gmail.com	49 Gillaspey Ave  Crested Butte, CO 81224
Stepping Stones Children's Center	Jen Burks	970.349.5288	steppingstonescb@gmail.com	705 7th St  Crested Butte, CO 81224

**Tell us about the vulnerable population(s) you are serving (give us specific numbers if you can), what the specific need is, and how you are working to meet the need. Also, what is your time frame? \***

Our licensed child care providers serve many vulnerable populations that have been hit hard by the COVID19 pandemic. The 38 children and 27 families currently being served through the Colorado Child Care Assistance Program (CCCAP) are all in care at the licensed child care facilities in Gunnison County. Our community's licensed child care centers provide care for children with open child welfare cases as well as families receiving assistance through Temporary Assistance for Needy Families (TANF). The early childhood educators in these facilities and homes provide children with a safe, nurturing, and enriching environment that supports optimal growth and development. In addition, our focus is on social and emotional support that cannot be replicated in other environments, and has shown to be of particular importance to families that fall into these demographics.

The early childhood workforce is also a unique and vulnerable population. Licensed child care centers' regulations require rigorous training, costly background clearances, and year-round professional development for all employees. Nationwide, the early childhood workforce has received notoriety for being underpaid, overworked, and unappreciated. The COVID-19 public health emergency has added a new level of stress on our early childhood teachers. Employees of child care centers returned to classrooms as frontline workers after stay at home orders were lifted caring for the children of frontline healthcare workers and others in our community leading the charge against COVID19. Now, eight months after reopening child care programs in our community, we recognize that working in child care during a pandemic has made an already stressful and low-paid job even more difficult. Low-paid child care workers are typically not in the financial position to be able to take extended time off. We are requesting additional funding for licensed child care employees' sick leave to support these amazing individuals who have selflessly chosen the important role of caring for others' children.

All of the funding previously awarded by CFGV has been expended. Initially requests for reimbursement from our licensed providers were coming in slowly with 16 early childhood teachers benefiting from the fund and releasing only \$4,772 through December. In January we saw a spike in COVID19 cases in the early childhood centers causing classroom and/or center closures in January. This has led to a large amount of reimbursement requests that have now depleted the CFGV funding awarded in August to support paid sick leave for the EC workforce.

**Tell us how the need is connected to the COVID-19 pandemic.**

The majority of the early childhood providers in our community operate on razor-thin margins and rely heavily on the tuition paid by families as their primary and often sole source of revenue to cover payroll and additional operating expenses. Early childhood centers are in a unique space of providing quality care at an affordable price to families and attempting to appropriately compensate a workforce with the tuition received. The nature of childcare as a business is that tuition typically feels like a stretch for families, centers struggle to pay their teachers living wages, and the ends just barely meet for the center, the families it serves, and the people it

employs. The result for years has been an early childhood workforce that is underpaid and receives little to no benefits.

The COVID-19 pandemic has exacerbated this scenario. Stringent sick policies have been adopted to keep children, families, and employees healthy as we continue to resist the spread of the virus. However, it is child care staff that are taking the brunt of these policies as they are not able to work for a number of days when they display two or more symptoms of the novel coronavirus. This scenario has improved as test results have been coming in at a faster rate than before, but early childhood workers are still required to stay home until a negative test result is received or they have recovered from the illness caused by the virus. Also, many of our local EC workforce are mothers of children in the school system, and have had to stay home with their children who were exposed in the classroom or came down with the illness themselves.

Every child care worker that is interested in receiving the vaccine will be vaccinated soon. We expect this to reduce the need for closures in the upcoming months, but the need for paid sick leave is still great as the vaccines roll out. Also, due to the fact that children are not yet able to be vaccinated against the coronavirus there is still great potential for exposure and infection in our younger community members potentially leading to classroom or center closures moving forward.

Yet another unique situation that our local EC centers must troubleshoot around is staff scheduling and need for sick leave in the days following vaccination. All of our center directors are looking at the potential of losing a large number of staff members due to side effects experienced by some after the second COVID vaccination. With the majority of center staff being scheduled on the same day for their vaccinations this is a very real possibility. Plans are currently being made to locate substitute teachers and/or close certain classrooms in the day following the vaccination. However complicated, all of our early childhood centers are extremely grateful for the attention that has been paid to them to ensure that everyone that is interested in a vaccination receives a vaccination as soon as possible.

The GHECC plans to work with our local early childhood centers providing support for the development of policies around COVID vaccinations. Supporting the development of new policies and/or integrating COVID vaccinations into their current vaccination policies, with the goal of 75% of staff at each center having received a COVID vaccination. Should the entire balance of the sick leave funds not be expended by the end of the grant period the GHECC would provide stipends to early childhood centers with vaccination rates over 75%.

If this application is from a group, tell us about your planning. Please give a bit of history on how you came together, the strategies you use to stay coordinated, and what your collective "plan" looks like. A plan can be as informal or detailed as is appropriate, but should describe how you work together now, and, if possible, how you would like to work together in the near future. (Single entities, please enter N/A) \*

This application is a collaboration between the Gunnison-Hinsdale Early Childhood Council (GHECC) and the licensed child care centers in our community. The GHECC was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community.

The GHECC and the licensed child care centers in our communities have been successful in working collectively as a group for years to help strengthen and support our County's early childhood system. Over the last year the GHECC, licensed child care centers, licensed family child care home providers, Gunnison County Department of Health and Human Services, Child Care Licensing, and the Gunnison Watershed School District have worked together in investigating funding streams, developing policies around safely reopening child care facilities in the midst of a pandemic, and working to provide care for essential workers upon reopening. We plan to continue these partnerships throughout the pandemic to ensure that child care is available to all in the community, prioritizing care for our essential workers and vulnerable populations.

The Early Childhood Sector was the first to develop a cohesive plan and proposal to reopen and has served as a model for other business sectors moving through the pandemic. This is one of many examples of our ability to think cooperatively as a collective to address challenging situations.

How will you expend the grant? Be as specific as possible. (If this application is from a group, please identify how much of the requested total will go to each partner and how that partner will expend it.) \*

The GHECC is requesting an additional \$11,000 to be used to help cover the cost of licensed child care employees' sick leave if they present symptoms of the novel coronavirus and are thus required to exclude themselves from work. The funds would be held by the GHECC and center directors would request reimbursement from the GHECC for sick leave paid to employees. If an employee already has a paid sick leave allowance the request for paid sick leave from this fund will only be for the additional days that are not covered by the sick leave allowance. For instance, if a center covers paid sick leave for up to 3 days and an employee is out sick for 10 days the request for reimbursement could only be for 7 days.

Requests would be prioritized based on the following prioritization levels:

**HIGH PRIORITY** – Employees with no sick leave allowance

**NORMAL PRIORITY**-Employees with partial sick leave allowances (less than 5 days of sick leave)

**LOW PRIORITY** – Employees with full sick leave allowances

Requests would be capped at \$1,000 per individual and centers can request reimbursement only once for each individual employee.

\$1,000 of the funds awarded would be used to cover admin expenses

What other sources of funding have you pursued? Were you successful or not? (If this application is from a group, describe funding to the group, and please only include information on funding to individual entities if appropriate.) \*

5 out of the 6 licensed child care centers received funding from the Paycheck Protection Program all of which has now been expended. One center also obtained an SBA loan.

In the fall of 2020 Gunnison County Protect Our Neighbor grant funding was awarded to early childhood centers and home providers in our County to help backfill a portion of the tuition that was lost throughout 2020 due to closures and lower classroom enrollment.

City of Gunnison funds that were run through the Community Foundation of the Gunnison Valley were also awarded to Gunnison early childhood centers to allow for tuition assistance for families with children enrolled at their center.

The GHECC was able to shift grant funding around from the Temple Hoyne Buell Foundation. The funds were used to support centers by providing a mini-grant to each center that applied to help cover the cost of additional supplies and expenses associated with reopening centers.

Two centers that already have Temple Hoyne Buell funding in place received a small grant from the Foundation to assist them during the first part of the pandemic.

Two centers applied for the Colorado COVID relief fund, only one was awarded funds. Centers have also applied for funding from the Community Foundation of the Gunnison Valley's COVID recovery fund during prior application periods, funding was not awarded.

Do you have cash reserves? If yes, how has the balance changed since March? (If this application is from a group, only include information on cash reserves for individual participating entities if relevant, otherwise, enter N/A) \*

All of the centers were able to maintain portions of their cash reserve throughout the last ten months by accessing other funding sources. The funding sources such as PPP loans, SBA loans, Colorado COVID Recovery funding, Protect Our Neighbor Grant funding, City of Gunnison Cares Act funding and small amounts from other Foundations have allowed them to not deplete their cash reserves completely. Should the pandemic ramp up once again it could prove difficult for some of the centers to maintain operations and stay open depending on how long a potential closure or reduction in group size might last.

It is important to note that cash reserves for child care centers take decades to secure. COVID-19 depleted these reserves in three months and that is with external financial support. Early-childhood organizations do not make enough profit to accrue cash reserves as quickly as other businesses. The depletion of centers' cash reserves will be impactful for years to come.

Is there anything else you would like to share with the reviewers that will give them a better understanding to make a grant award decision?

Many different business sectors could also benefit from a fund to provide paid sick leave to their employees. However it is critical for the early childhood workforce to have this additional support. As mentioned previously, the stringent sick policies which are essential to ensure the health of the children, families, and employees will leave many in the early childhood workforce without pay for many days. The results of these sick policies are two-fold. The already low-paid employee now faces a financial hardship and the center must find substitute staff. Long-term the impact of this scenario could be tragic to our licensed child care programs. This funding is to help provide paid sick leave to employees that otherwise wouldn't have received it. This can help the employees to feel comfortable taking off of work when they are sick ensuring the health and safety of the children and families they interact with and their financial well-being.

The COVID-19 pandemic has created many hardships for a variety of business sectors in the community. Our licensed child care centers play a critical role in keeping our community going by providing an essential service to our community's workforce. As this public health and economic crisis has shown us, a safe place for children to learn, play, and thrive while their parents work is an *integral* piece of local economies. Early childhood workforce turnover has been an issue in our community and across the State for many years, much of this is due to the lack of benefits and low wages paid to these selfless individuals who dedicate their time towards supporting the development of our youngest community members. We seek to bolster the financial foundation of childcare so that they may experience less staff turnover and play a stronger, more resilient, and more dependable role in the lives of working families and our community at large.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Intergovernmental Agreement; Nurse Home Visitor Pr

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Montrose County and Gunnison County

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Ongoing IGA to carry out Nurse Family Partnership, Home Nursing visitation program

**Fiscal Impact:**

**Submitted by:** Randy Morgan for Joni Reynolds

**Submitter's Email Address:** rmorgan@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/17/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/10/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/23/2021

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**INTERGOVERNMENTAL AGREEMENT  
RE: NURSE HOME VISITOR PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** shall become effective the 1st day of September, 2020, between the County of Montrose, by and through its Board of County Commissioners (“Montrose”), a body politic and corporate, duly organized and existing within the State, whose address is 317 South Second Street, Montrose, CO 81401, and the County of Gunnison, by and through its Board of County Commissioners (“Gunnison”), a body politic and corporate, duly organized and existing within the State of Colorado, whose address is 200 E. Virginia, Gunnison, CO 81230.

**RECITALS**

**WHEREAS**, Montrose has entered into a Contract dated July 1, 2019 with the State of Colorado regarding the implementation of the Nurse Home Visitor Program (“NHVP”) for several area counties, including Gunnison County. The Original Contract 20 IHIA 129469 is attached hereto as Exhibit 1. A copy of Contract Amendment #5 to Original Contract 20 IHIA 129469 is attached as Exhibit 2. Together, these agreements are collectively referred to herein as “State Task Order”.

**WHEREAS**, such State Task Order allocates monies for provision of NHVP services in Gunnison County, and

**WHEREAS**, Montrose desires to enter into this subcontract for the provision of NHVP services in Gunnison County, and Gunnison desires to provide such services on behalf of Montrose, and in compliance with the State Task Order, and

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, Montrose and Gunnison enter into this Intergovernmental Agreement as follows:

**SECTION I.  
DESCRIPTION OF WORK**

The purpose of the NHVP is to provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

Gunnison shall provide NHVP services within Gunnison County, and so long as this Agreement is in effect, Montrose shall have no duty to provide NHVP services in Gunnison County. In providing such services, Gunnison shall comply with all requirements of the State Task Order (see attached Exhibits 1 and 2), and with all Federal, State and Municipal laws, rules, and regulations that are now, or may in the future, become applicable to the work performed under this Agreement and the State Task Order.

## **SECTION II. PAYMENTS**

In consideration of Gunnison's provision of NHVP services in Gunnison County, Montrose shall make monthly payments to Gunnison upon receipt of invoices evidencing the work completed. Such payments may not exceed \$86,329.00, which is the total amount allocated in Fiscal Year 2020-2021 for services in Gunnison County. It is specifically understood and agreed that Montrose's obligation to pay Gunnison under this agreement is dependent upon, and limited to, the receipt of monies from the State for funding the NHVP in accordance with the State Task Order. Montrose shall not be obligated to pay Gunnison out of Montrose County's separate funds, or from any other source of funds outside the State funding for the NHVP

## **SECTION III. RELATIONSHIP OF PARTIES**

This Agreement is intended to create an Independent Contracting relationship. Gunnison shall be responsible for hiring or retaining, and compensating, all staff necessary to provide the services contemplated under this Agreement. Neither Gunnison, nor any agent or employee of Gunnison, shall be deemed to be an agent or employee of Montrose. Gunnison shall remain responsible for payment of any and all required employment taxes, income taxes, or other applicable taxes, on any monies paid by Gunnison for provision of services under this Agreement. Gunnison acknowledges that Gunnison and its employees are not entitled to unemployment insurance benefits unless Gunnison, or a third party, provides such coverage, and that Montrose does not pay for, or otherwise provide, such coverage.

Gunnison shall have no authorization, express or implied, to bind Montrose to any agreements, liability, or understanding, except as expressly set forth herein.

## **SECTION IV. INSURANCE, LICENSING, LIABILITY**

Gunnison shall provide and keep in force worker's compensation and unemployment compensation insurance in amounts required by law, and shall maintain all insurance required by the State Task Order. Gunnison acknowledges that it shall be solely responsible for the acts of Gunnison, and its employees and agents.

With respect to the individual Nurse(s) utilized by Gunnison to provide services under this Agreement, and any other professional hired or retained to provide such services, Gunnison shall ensure that the individual's professional license is valid and current, and that professional malpractice liability insurance is in force to cover the acts and omissions of the professional during the term of this Agreement.

Proof of required insurance coverages shall be provided to Montrose upon request.

**SECTION V.  
DURATION**

Although this Intergovernmental Agreement is executed after the effective date, its term shall commence on the 1st of September, 2020 and shall continue through June 30, 2021. The term of this Intergovernmental Agreement, may not exceed one year.

It is understood that this Intergovernmental Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

**SECTION VI.  
SUPERVISION**

In the provision of services under this Agreement, Gunnison is an independent contractor with authority to control and direct the performance of the details of the work, Montrose being interested only in the results obtained. However, Montrose shall have the right to monitor and evaluate the performance of Gunnison to ensure that the terms of this Agreement, and the requirements of the State Task Order, are being satisfactorily met.

**SECTION VII.  
GENERAL PROVISIONS**

1. The parties stipulate and agree that the rights and duties contemplated under this Intergovernmental Agreement shall not be assigned, delegated, or otherwise transferred to a third party without the prior written consent and agreement of the parties.

2. Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

3. Any and all modifications, alterations, additions, and/or changes to any term, condition, or agreement contained herein, shall be void and not binding on either party unless set forth in writing and signed by both parties.

4. This Agreement, attached exhibits, and any written amendments attached, represent the full understanding between the parties.

5. Nothing in this Agreement shall be construed as a waiver of the governmental immunity available to both parties under Colorado statute or other laws.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the respective parties have set their signatures effective the day and year first above written.

**MONTROSE COUNTY  
PUBLIC HEALTH**

**MONTROSE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jim Austin, Director

\_\_\_\_\_  
Sue Hansen, Chair

DATE: \_\_\_\_\_  
*Nunc Pro Tunc 9/1/20*

DATE: \_\_\_\_\_  
*Nunc Pro Tunc 9/1/20*

ATTEST:

\_\_\_\_\_  
Deputy Clerk to the Board

DATE: \_\_\_\_\_

**GUNNISON COUNTY  
HEALTH & HUMAN SERVICES**

**GUNNISON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Joni Reynolds, Director

\_\_\_\_\_  
Chair

DATE: \_\_\_\_\_  
*Nunc Pro Tunc 9/1/20*

DATE: \_\_\_\_\_  
*Nunc Pro Tunc 9/1/20*

ATTEST:

\_\_\_\_\_  
Deputy Clerk to the Board



STATE OF COLORADO  
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

<p><b>State Agency</b> Colorado Department of Human Services Office of Early Childhood Division of Community and Family Support</p>	<p><b>Contractor</b> Montrose County Department of Health and Human Services Contractor's State of Incorporation: Colorado</p>
<p><b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2020 \$625,749* Extension Terms N/A</p> <p>*An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum payable for GAE is subject to appropriated funds, not to exceed \$50,000 which is split among other NHVP vendors. See Exhibit C: Additional Provisions.</p> <p>Maximum Amount for All Fiscal Years \$625,749*</p>	<p><b>Contract Performance Beginning Date</b> The later of the Effective Date or July 1, 2019</p> <p><b>Initial Contract Expiration Date</b> June 30, 2020</p> <p>Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.</p>
<p><b>Pricing/Funding</b> Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: State General Fund</p>	<p><b>Options</b> The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes</p>
<p><b>Insurance</b> Contractor shall maintain the following insurance if indicated with "Yes," as further described in §12:</p> <p>Worker's Compensation: Yes General Liability: Yes Automobile Liability: <b>Yes</b> Protected Information: <b>Yes</b> Professional Liability Insurance: <b>No</b> Crime Insurance: <b>No</b></p>	<p><b>Miscellaneous</b> Authority to enter into this Contract exists in: C.R.S. 26-6.4-107. Law-Specified Vendor Statute (if any): C.R.S. 26-6.4-107 Procurement Method: Law Specified Solicitation Number (if any): N/A</p>
<p><b>State Representative</b> Julie Becker, Home Visiting Program Director Colorado Department of Human Services, Office of Early Childhood, Division of Community and Family Support 1575 Sherman Street, 1<sup>st</sup> Floor Denver, CO 80203 Phone - 303-866-5205; Email - julie.becker@state.co.us</p>	<p><b>Contractor Representative</b> Theresa Balet 1845 South Townsend Avenue Montrose, CO 81401 Phone - 970-252-5015 Email - tbalet@montrosecounty.net</p>

**Exhibits**

The following Exhibits are attached and incorporated into this Contract:

Exhibit A - Statement of Work

Exhibit B - Budget

Exhibit C - Additional Provisions

Exhibit D - HIPAA Business Associate Addendum

Exhibit E - Critical Incident Reporting

**Contract Purpose**

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and educate mothers in providing general care for their children.

**Signature Page begins on next page →**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p align="center"><b>CONTRACTOR</b></p> <p>Montrose County Department of Health and Human Services</p> <p align="center"></p> <p>By: Sue Hansen, Chair, Board of County Commissioners</p> <p>Date: <u>5-22-19</u></p>	<p align="center"><b>STATE OF COLORADO</b></p> <p align="center">Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p>By: Mary Anne Snyder, Director, Office of Early Childhood</p> <p>Date: _____</p>
<p align="center">2nd State or Contractor Signature if Needed</p> <hr/> <p align="center">By: _____</p> <p>Date: _____</p>	<p align="center"><b>LEGAL REVIEW</b></p> <p align="center">Phil Weiser, Attorney General</p> <hr/> <p>By: _____</p> <p align="center">Assistant Attorney General</p> <p>Date: _____</p>
<p align="center">In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p align="center">By: _____ Clint Woodruff / Andrea Eurich / Travis Yoder</p> <p align="center">Effective Date: _____</p>	

-- Signature and Cover Pages End --

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**1. PARTIES**

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

**2. TERM AND EFFECTIVE DATE**

**A. Effective Date**

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

**B. Initial Term**

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

**C. Extension Terms - State's Option**

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

**D. End of Term Extension**

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

**E. Early Termination in the Public Interest**

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §12.A.i.

**i. Method and Content**

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

**ii. Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

**iii. Payments**

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made.

Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.
- F. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- H. **"End of Term Extension"** means the time period defined in §2.D.

- I. “Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. “Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..
- K. “Extension Term”** means the time period defined in §2.C.
- L. “Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. “Initial Term”** means the time period defined in §2.B.
- O. “Party”** means the State or Contractor, and “Parties” means both the State and Contractor.
- P. “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- R. “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- S. “Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

- T. “State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. “State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. “State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. “State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. “Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

- Z.** “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- AA.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### **4. STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

#### **5. PAYMENTS TO CONTRACTOR**

##### **A. Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

##### **B. Payment Procedures**

###### **i. Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

###### **ii. Interest**

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on

delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

## 6. REPORTING - NOTIFICATION

### A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and

standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

**B. Litigation Reporting**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in §15.

**C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.**

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

**7. CONTRACTOR RECORDS**

**A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

**D. Final Audit Report**

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

**A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

**C. Use, Security, and Retention**

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and

monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

**B. Apparent Conflicts of Interest**

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written

approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

**C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

**D. Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.**

**10. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

**A. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

**B. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**C. Protected Information**

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

**D. Professional Liability Insurance**

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**E. Crime Insurance**

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

**G. Primacy of Coverage**

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

**H. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

**I. Subrogation Waiver**

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**J. Public Entities**

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**K. Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the

Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## 12. REMEDIES

### A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

##### a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

##### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

##### c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary

to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

**B. Contractor's Remedies**

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13, shall have all remedies available at law and equity.

**13. STATE'S RIGHT OF REMOVAL**

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the state to be contrary to the public interest or the State's best interest.

## 14. DISPUTE RESOLUTION

### A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

### B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## 15. NOTICES AND REPRESENTATIVES

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

## 16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

### A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**C. Exclusive Property of Contractor**

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 18. GENERAL PROVISIONS

### A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

### B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

### C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

### E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**F. Counterparts**

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**G. Entire Understanding**

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

**H. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

**I. Modification**

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

**J. Statutes, Regulations, Fiscal Rules, and Other Authority.**

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

**K. Order of Precedence**

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Colorado Special Provisions in §19 of the main body of this Contract.
- iii. The provisions of the other sections of the main body of this Contract.
- iv. Any other Exhibit(s) shall take precedence in alphabetical order.

**L. External Terms and Conditions**

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

**M. Severability**

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

**N. Survival of Certain Contract Terms**

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

**O. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

**P. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in **§18.A.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

**Q. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**R. CORA Disclosure**

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**S. Standard and Manner of Performance**

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

**T. Licenses, Permits, and Other Authorizations.**

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term

of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

**U. Indemnification**

**i. Applicability**

This entire §18.U does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

**ii. General Indemnification**

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

**iii. Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

**iv. Intellectual Property Indemnification**

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State’s Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental

Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the

term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a

Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHS may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101 *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

**20. DEPARTMENT OF HUMAN SERVICES PROVISIONS**

**A. Exclusion, Debarment and/or Suspension**

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

**B. Emergency Planning**

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 *et seq.*, Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 *et seq.*

**C. Restrictions on Public Benefits**

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

**D. Discrimination**

Contractor shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

**E. Criminal Background Check**

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and DHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

**F. Fraud Policy**

Contractor shall comply with the current CDHS Fraud Policy.

**G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)**

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

**21. SAMPLE OPTION LETTER (IF APPLICABLE)**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	<b>Contract Performance Beginning Date</b> Month Day, Year
Total for All State Fiscal Years \$0.00	<b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b> Jared Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u> By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;"><u>SAMPLE ONLY – DO NOT SIGN</u> Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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<b>STATEMENT OF WORK</b>
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**These provisions are to be read and interpreted in conjunction with the provisions of the Amendment specified above.**

**I. Project Description:**

In order to implement the Nurse Home Visitor Program (NHVP) efficiently and effectively and to promote the successful partnerships between state public entities and the private sector, responsibility for the program is divided between the Colorado Department of Human Services, which shall be responsible for financial administration of the program, and a health sciences facility at the University of Colorado, which shall be responsible for programmatic, clinical and technical support, monitoring and evaluation, including data collection, for the program. It is the intent of the general assembly that the state department and the health sciences facility work collaboratively to share information in order to promote efficient and effective program implementation; however, neither entity is responsible for the other entity's statutorily prescribed duties.

**II. Performance Requirements/Deliverables:**

1. The Contractor, in accordance with the terms and conditions of the Contract and this Exhibit, shall perform and complete, in a timely and satisfactory manner, all activities and services related to the fiscal management of the Colorado Nurse Home Visitor Program as set forth in CRS 26-6.4-107.2(a.5). The fiscal management provided by the contractor for the program must be deemed by the State to be acceptable and in good faith. For fiscal management to be "acceptable" it must comply with all, but not limited to, the items listed below, which are incorporated and made part hereof by reference.
  - Colorado Nurse Home Visitor Program Act, as described in § 26-6.4.101, C.R.S.
  - Colorado Nurse Home Visitor Program Fiscal Compliance Requirements
  - Rules Concerning the Nurse Home Visitor Program
  - State of Colorado Fiscal Rules
  - Generally Accepted Accounting Principles
2. The Contractor shall complete in a satisfactory manner and by the indicated date, all activities stated in the Areas Requiring Performance Improvement Plan or Funding Conditions in the NHVP Application Review Summary which shall be monitored by the health sciences facility.
3. The Contractor shall participate in meetings or trainings as requested by the State, including attendance by the Contractor's Nurse Supervisor and fiscal staff at the NHVP grantee workshop; and the Contractor must cover all costs as applicable.
4. The Contractor shall provide the nurse home visitor services in accordance with the grantee application and the budget, **Exhibit B**.
5. Funding adjustments may be executed during the term of this Contract in accordance with Additional Provisions, **Exhibit C**. The total amount of funding for the term of this Contract may not exceed the Total Amount Requested from the CDHS as provided in the attached Budget, **Exhibit B**.
6. Contractor shall submit Medicaid reimbursement requests for all eligible clients. Department of Health Care Policy and Financing (HCPF) oversees the submission of Medicaid reimbursement requests for compliance with HCPF procedures.
7. Contractor shall refer families participating in any and all programs in its agency such as the Special Supplemental Program for Women, Infants and Children (WIC), Healthy Communities, Immunization Clinics, Health Care Program for Children with Special Health Care Needs (HCP), etc. to appropriate enabling and direct care service programs in the community. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as WIC, PNP, etc. as needed;

provide all individuals seeking reproductive health services with information about pregnancy planning, preconception health, the consequences of unintended pregnancies, and referrals to comprehensive family planning services; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.

8. Contractor shall notify the State within thirty (30) days of a change of the NHVP Nurse Supervisor or fiscal staff and shall require any new NHVP Nurse Supervisor and fiscal staff working on NHVP services to participate in Fiscal Orientation within forty-five (45) days of employment.
9. In order to fulfill model requirements as an implementation site for the Nurse-Family Partnership home visiting program, Contractor shall comply with all elements of the Nurse Home Visitor Program Application Review Summary which is submitted to and monitored by the University of Colorado.

### III. Monitoring:

The monitoring of this contract for compliance with fiscal performance requirements is based in part on a fiscal risk assessment conducted prior to contracting, contractor fiscal and programmatic performance during the contract period and contractor compliance with contractual terms and conditions during the contract period. Monitoring will be conducted by the *Program Manager (State Representative)* and methods used will include review of documentation reflective of performance, including reimbursement requests and other documentation as applicable. The contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

### IV. Resolution of Non-Compliance:

The Contractor will be notified in writing within **30** calendar days of discovery of a compliance issue. Within **45** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *Program Manager (State Representative)* and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

### V. Performance Measures and Monitoring

1. Fiscal performance monitoring by the State for this contract includes without limitation using the following criteria:
  - Contractor maintains a caseload commensurate with funding allocation throughout the contract period.
  - Contractor's cost reimbursement requests will be accurate and submitted on time (within 60 days of the last day of the month for which you are requesting reimbursement) and will be accurate (line items in the reimbursement request will align with line items in your approved budget).



**Colorado Department of Human Services  
Office of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Montrose County Department of Health & Human Services
<b>Budget Period</b>	July 1, 2019 - June 30, 2020
<b>Project Name</b>	Nurse Home Visitor Program
<b>Counties Served</b>	Montrose, Delta, Ouray, San Miguel, Gunnison

<b>Program Contact Name, Title Phone Email</b>	Theresa Balet, FNP, NFP Supervisor 970 252 5015 tbalet@montrosecounty.net
<b>Fiscal Contact Name, Title Phone Email</b>	Kevin Miller, County Finance 970 252 5062 kmiller@montrosecounty.net
<b>Funded Caseload</b>	80

Expenditure Categories						
Personnel Services - Salaried Employees						
Position Title/ Employee Name	Description of Work (fringe for all employees includes workers' comp, FICA, Medicare, Unemployment, LTD, retirement & Health Benefits)*	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project	FY 2019-2020
						A. Other Sources of Funding
						B. Medicaid Revenue
						C. CDHS Funding (NHVP)
Theresa Balet, NFP Program Supervisor and Manager (salary)	Supervisors & manages all operations for the program site. Carries a small caseload.	\$73,842	\$11,614	90%	\$76,910	\$0
Kimberly Cook, RN-Nurse Home Visitor	NHV who conducts home visits & coordinates schedules.	\$64,992	\$19,940	100%	\$84,932	\$0
Sheila Olson, RN-Nurse Home Visitor	NHV who conducts home visits & coordinates schedules.	\$69,934	\$20,967	100%	\$90,901	\$0
Valerie Stone, RN-Nurse Home Visitor	NHV who conducts home visits & coordinates schedules.	\$44,928	\$14,719	100%	\$59,647	\$0
Veronica Martiniez-Erie, Admin Assistant and interpreter	Responsible for data entry, MC billing, program support and interpreter for our Spanish speaking clients.	\$38,815	\$15,305	70%	\$37,884	\$0
Vivian Sisneros, billing	Assists with billing at the county level.	\$41,854	\$14,719	5%	\$2,829	\$0
<b>1. Total Personnel Services (including fringe benefits)</b>						<b>\$353,103</b>
Supplies & Operating Expenses						
Item	Description of Item					
Office Operating Expenses (i.e. supplies)	Used to purchase materials for program, such as pens, paper, folders, binders and additional office supplies					
Client Support Materials	Includes gifts for clients and children to promote emotional & social development, safety & positive relationships					
Printing & Publications	Printing of necessary forms and materials for the program					
Postal & Shipping Services	Covers cost for mailing and shipping of documents to clients or partnering sites and programs					
Communications (cellular, network services)	Covers costs for phone services, long distance, cell services and data plans for tablets					
Required Model Materials	Covers costs of forms and required materials used during home visits and data collection					
Computers or laptops w/software	Covers costs to update software as needed					
Rent, maintenance, utilities (not included in indirect)	Covers costs for NFP offices in the HHS building					
<b>2. Total Supplies &amp; Operating Expenses</b>						<b>\$29,765</b>

Training and Technical Assistance							FY 2019-2020		
Item	Description of Item	Per	Fee	#	Total	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)	
Program Support Fee	Required cost for NFP	Supervisor	\$8,580	1	\$8,580	\$0	\$0	\$8,580	
DANCE Education	Cost covers required NFP training	NHV	\$625	1	\$625	\$0	\$0	\$625	
DANCE Licensing	Cost covers required NFP training materials	NHV	\$60	4	\$240	\$0	\$0	\$240	
Nurse Consultation, 1st Supervisor	Required cost for NFP	Supervisor	\$3,796	1	\$3,796	\$0	\$0	\$3,796	
Administrator Education	NFP training for Administrator	Administrator	\$585	1	\$585	\$0	\$0	\$585	
Professional Development	Covers cost of additional training for NHVs	NHV/Supervisor	\$600	5	\$3,000	\$0	\$0	\$3,000	
<b>3. Total Training and Technical Assistance</b>						\$0	\$0	<b>\$16,826</b>	
<b>Equipment (Over \$5,000 Per Item)</b>						<b>FY 2019-2020</b>			
Name	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)	
	No costs in this category will be reimbursed by CDHS.					\$0	\$0	\$0	
<b>Travel</b>						<b>FY 2019-2020</b>			
Item	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)	
State Supervisor Meetings	Covers cost of travel, per diem and hotels for Supervisor to attend 3 State Supervisor meetings in Denver each year.					\$0	\$0	\$3,000	
NFP Training and Travel	Covers costs of travel to meetings and classes, as well as hotel and per diem for meals when overnight is required.					\$0	\$0	\$3,500	
County Vehicle Charges	County vehicles are used for all travel, including home visits. These charges covers fleet charges and replacement accrual as well as motor pool expenses and mileage reimbursement when personal cars are used.					\$0	\$0	\$16,000	
Public Health in the Rockies Conference	Cost for one nurse to attend Public Health in the Rockies Conference					\$0	\$0	\$1,000	
<b>5. Total Travel</b>						\$0	\$0	<b>\$23,500</b>	
<b>Contractors/Consultants (payments to third parties or entities)</b>						<b>FY 2019-2020</b>			
Name	Description of Item					A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)	
Gunnison County NFP Contract Supplies & Operating Expenses	This cost covers program costs for NHV in Gunnison @ 0.75 FTE and includes. salary and benefits. Covers costs for Gunnison County contractor office supplies, postage, photocopy, printing & publications, cell phone, translator, etc.					\$0	\$0	\$65,411	
Travel & Transportation	Covers costs for Gunnison County contractor transportation, motor pool expenses & travel to meetings, professional development, hotel,land,per diem					\$0	\$0	\$3,300	
IT	Covers IT support for Gunnison NHV					\$0	\$0	\$1,894	
Outside Services	Covers costs for consultation with Mental health providers when dealing with challenging clients					\$0	\$0	\$500	
<b>6. Total Contractors/Consultants</b>						\$0	\$0	<b>\$77,405</b>	
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>						\$0	\$0	<b>\$500,599</b>	

Indirect Costs		FY 2019-2020		
		A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]	Description of Item			
State Federal Indirect cost rate	25% cap of modified total direct costs (Negotiated rate with CDPHE is 60%)	\$0	\$0	\$125,150
	<b>Total Indirect</b>	\$0	\$0	\$125,150
	<b>TOTAL</b>	\$0	\$0	\$625,749

**ADDITIONAL PROVISIONS****1. SERVICE PROVISIONS**

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

**2. GOALS AND OBJECTIVES**

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

**3. COPY OF SUBCONTRACT**

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

**4. PAYMENT**

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A. The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us) no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us). Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.
- D. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- E. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

**5. PARTICIPATION**

The Contractor representative(s) is required to participate in any Office of Early Childhood sponsored meetings related to this contract.

## 6. SUPPLANTING

Payments made to the Contractor under this contract will supplement and not supplant other state, local or federal expenditures for services associated with this contract.

## 7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10% and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase or decrease to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee will be hired at a higher or lower salary. No increase or decrease within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process will never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

## 8. TRAVEL

A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources> or State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources> or State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.

C. Hotel rates cannot exceed any rate established for conference attendance.

D. Usage of airfare or Out of State Travel requires pre-approval from CDHS.

## 9. MANDATED REPORTING

A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

**12. GENERAL ACCOUNTING ENCUMBRANCE (GAE)**

- A. Payment for Nurse Home Visitor Program (NHVP) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed \$50,000 (FY20), to be utilized for NHVP as follows:
- i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their FY 19-20 budget.
  - ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.
  - iii. Operational items not included in their FY19-20 budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their FY 19-20 budgets, but rather utilize the GAE in order to purchase necessary items for new staff.

It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to NHVP GAE funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the NHVP contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of NHVP GAE funds. The NHVP program manager will approve GAE expenditures on a case-by case basis and the state intermediary must concur that they believe the expenditure to be necessary to improving the program. NHVP program manager must approve the expenditure in writing.

- B. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- C. Invoices shall be submitted separately for pre-approved expenditures.
- i. The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

## EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the Contractor is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

### 1. PURPOSE

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

### 2. DEFINITIONS

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to Contractor.
- b. Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. Information Technology and Information Security. “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Permitted Uses and Disclosures.
  - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
  - ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
    - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
    - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
  - iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.
- b. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).
- c. Impermissible Uses and Disclosures.
  - i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
  - ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.
- d. Business Associate's Subcontractors.
  - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
  - ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
  - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- e. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such

system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.

- f. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.
  - i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.
  - i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
    - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
  - iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.
  - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

- ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

l. Appropriate Safeguards.

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

m. Safeguard During Transmission.

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

n. Reporting of Improper Use or Disclosure and Notification of Breach.

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
- o. Business Associate's Insurance and Notification Costs.
  - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
    - A. loss of PHI data;
    - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
    - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
  - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
  - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.
  - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
- p. Subcontractors and Breaches.
  - i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
  - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
- q. Data Ownership.
  - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
  - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.

#### 4. OBLIGATIONS OF COVERED ENTITY

- a. Safeguards During Transmission. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

#### 5. TERMINATION

- a. Breach.
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.
- b. Effect of Termination.
  - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
  - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
  - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of

Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 6. INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. LIMITATION OF LIABILITY

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. DISCLAIMER

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. CERTIFICATION

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
  - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain

written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

- iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
  - iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
    - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
    - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.
- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

## 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

## 12. INTERPRETATION AND ORDER OF PRECEDENCE

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

## 13. SURVIVAL

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

# APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

## 1. PURPOSE

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

## 2. ADDITIONAL TERMS

- a. Additional Permitted Uses. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
  - i. Reserved.
- b. Additional Permitted Disclosures. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
  - i. Reserved.
- c. Approved Subcontractors. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:
  - i. Reserved.
- d. Definition of Receipt of PHI. Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
  - i. Reserved.
- e. Additional Restrictions on Business Associate. Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
  - i. Reserved.
- f. Additional Terms. Business Associate agrees to comply with the following additional terms under the Agreement:
  - i. Reserved.

## **Critical Incident Reporting**

Within 48 hours of the occurrence of a critical incident involving any child or client and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report known details of the critical incident to the OEC Program Manager for the involved family support program. The OEC acknowledges that frequently information unfolds over time and may require clarification as more details are identified. Critical incidents may include, but are not limited to: awareness of an egregious incident or suspected incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; potential negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

It is required to report any critical incident *within 48 hours* of the occurrence with specific and accurate details pertaining to the incident. Failure to report a critical incident to the Office of Early Childhood Home Visiting Unit may result in breach of contract.

Examples of situations which may qualify as a critical incident are detailed below. This list is not exhaustive and additional situations may also qualify. *If you are unsure if an instance requires reporting, contact the CDHS Home Visiting Director and/or CDHS Program Manager as soon as possible for guidance.*

- Falsification of client records
- Suspected financial fraud (including a pattern of mistakes calculating mileage reimbursement)
- Intoxication of an on-duty Home Visiting staff member
- Home Visiting staff member deemed not fit for duty
- Termination of employee
- Near death of a child or death of a child
- Severe injury to a child, severe illness of a child which may result in fatality
- Subpoenas for HV staff to attend court in relation to client situation, or request for HV staff to provide depositions or taped testimony in client case related to cases of abuse or neglect

### **Reporting requirements**

Contracted agency is required to notify the Home Visiting Unit Director and/or the Home Visiting Program Manager within 48 hours' notice of critical incident via phone call or written documentation via e-mail. Agency is required to submit written documentation of the incident or to provide the information requested via phone.

### **Critical incident information sharing policy**

1. Home Visiting Program Director and/or Program Manager is notified of critical incident within 48 hours.
2. If Home Visiting Program Director and / or Program Manager is notified of critical incident by phone, they document communication regarding the critical incident in writing.

3. Home Visiting Program Director and / or Program Manager will ask site what supports they need based on the incident. For example: sites may request additional funding if needing mental health support for a Home Visitor and/or Supervisor upon a notification of a child fatality.
3. Any notification of the critical incident shared by e-mail will be encrypted per contracted agency's requirements.
4. Home Visiting Program Director and/or Program Manager notify Office of Early Childhood Division of Community and Family Support Division Director, Office of Early Childhood Director, and Communications and Project Manager, within 48 hours of report from site.
4. If incident has a possibility of having Child Welfare implications, Home Visiting Program Director and / or Program Manager shall share report with the Child Maltreatment Prevention Unit Director and the Child Protection Services Manager to ensure all appropriate steps have been completed for Child Welfare reporting.
5. In instances where financial fraud or infraction to contractual provisions are suspected, information shall be shared with the OEC CFO and Contracts Manager.

**Site implications**

- Termination of HV staff will be recommended by the OEC if a critical incident includes the following:
  - Falsification of client records
  - Falsification of documentation
  - Financial fraud of any kind

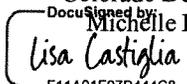
## CONTRACT AMENDMENT #5

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Human Services Office of Early Childhood Division of	<b>Original Contract Number</b> 20 IHIA 129469
<b>Contractor</b> Montrose County Department of Health and Human Services 1845 South Townsend Avenue Montrose, CO 81401	<b>Amendment Contract Number</b> 21 IHIA 160375
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2020 <span style="float: right;">\$709,504*</span>  *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum payable for GAE is subject to appropriated funds, not to exceed \$50,000 which is split among other NHVP vendors. See Exhibit C: Additional Provisions.	<b>Contract Performance Beginning Date</b> July 1, 2019
Extension Terms State Fiscal Year 2021 <span style="float: right;">\$674,574*</span> *An appropriation for NHVP General Accounting Encumbrance (GAE) is hereby added to this contract. The maximum payable for GAE is subject to appropriated funds, not to exceed \$70,000 which is split among other NHVP vendors. See Exhibit C: Additional Provisions.	<b>Current Contract Expiration Date</b> June 30, 2021
<b>Total for All State Fiscal Years</b> <span style="float: right;">\$1,384,078*</span>	

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p>Montrose County Department of Health and Human Services</p> <p>DocuSigned by:                    E5D3FA7E035E419...</p> <p>By: Keith Caddy, Chair, Board of County Commissioners                  Date: 8/20/2020</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared Polis, Governor</p> <p style="text-align: center;">Colorado Department of Human Services</p> <p>DocuSigned by:                    F11A91F07B444C8...</p> <p>By: Mary Anne Snyder, Director, Office of Early Childhood                  Date: 8/20/2020</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**

DocuSigned by:  
  
 Robert Jaros, CPA, MBA, JD  
 Toni Williamson  
 D2A31DEB619C416...

By: Andrea Eurich / Janet Miks / Toni Williamson

8/21/2020

Amendment Effective Date:

1. **PARTIES**

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. **TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. **PURPOSE**

In accordance with the provisions of this contract and its exhibits and attachments, the Contractor shall: Provide trained visiting nurses to help educate mothers on the importance of nutrition and avoiding alcohol and drugs, including nicotine, and to assist and education mothers in providing general care for their children. This Amendment shall extend the contract term for FY21, increase funds for services to be provided in FY21, and amends Exhibits B and C.

5. **MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

A. **Extend *Contract Expiration Date* from June 30, 2020 to June 30, 2021.**

The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. **Increase *Contract Maximum Amount* by \$674,574 for services in FY21 and increase *Total for All State Fiscal Years* from \$709,504 to \$1,384,078.**

The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. **Exhibit B – Budget**

Exhibit B – Amendment #5, which is attached and incorporated into this Amendment, is hereby added to Exhibit B of the Original Contract.

**D. Exhibit C – Additional Provisions**

Exhibit C – Amendment #5, which is attached and incorporated into this Amendment, hereby replaces Exhibit C – Amendment #2.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



**Colorado Department of Human Services  
Office of Early Childhood  
BUDGET WITH JUSTIFICATION FORM**

<b>Contractor Name</b>	Montrose County Public Health
<b>Budget Period</b>	July 1, 2020 - June 30, 2021
<b>Project Name</b>	Nurse Home Visitor Program
<b>Counites Served</b>	Montrose, Delta, Ouray, San Miguel, Gunnison

<b>Program Contact Name, Title</b>	Brenda Oliver, MSN
<b>Phone</b>	970 252 5015
<b>Email</b>	boliver@montrosecounty.net
<b>Fiscal Contact Name, Title</b>	Kevin Miller
<b>Phone</b>	970 252 5062
<b>Email</b>	kmiller@montrosecounty.net
<b>Funded Caseload</b>	85

**ANY AMOUNT PAID AGAINST HOLDOVER NOTICE 21 IHIA 161197 WILL BE REDUCED FROM THE MAXIMUM AMOUNT PAYABLE ON THIS CONTRACT.**

Expenditure Categories								
Personnel Services - Salaried Employees						FY 2021		
Position Title/ Employee Name	Description of Work and What is Included in Fringe Benefits	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount For Project	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
<b>Individual Nursing staff salary not to exceed \$96,638 (A Contract Amendment is required if any additional funds are added to the total contract amount)</b>								
Nursing Staff includes one (1) Nurse Supervisor and three (3) Nurse Home Visitors	Overall Program implementation and home visiting service delivery				\$320,599	\$0	\$0	\$320,599
<b>Non Nursing Staff</b>								
Veronica Martinez-Erie, Admin Assistant & interpreter (Hourly)	Responsible for data entry, MC billing, program support and interpreter for our Spanish speaking clients.	\$40,366	\$17,051	70%	\$40,192	\$0	\$0	\$40,192
Vivian Sisneros, Billing (Hourly)	Assists with billing at a county level	\$54,144	\$15,056	3%	\$2,076	\$0	\$0	\$2,076
Dawn Duran, PH Admin Ass't (Hourly)	Provides assistance on a PH level	\$41,330	\$17,174	5%	\$2,925	\$0	\$0	\$2,925
<b>1b. Non Nursing Staff Total</b>					<b>\$45,193</b>	<b>\$0</b>	<b>\$0</b>	<b>\$45,193</b>
<b>1. Total Personnel Services (including fringe benefits)</b>					<b>\$365,792</b>	<b>\$0</b>	<b>\$0</b>	<b>\$365,792</b>

Supplies & Operating Expenses		FY 2021		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Office Operating Expenses (i.e. supplies)	Used to purchase materials for program, such as pens, paper, folders, binders and miscellaneous office supplies.	\$0	\$0	\$3,000
Client Support Materials	Costs for gifts for clients and children to promote development, safety and positive relations.	\$0	\$0	\$8,000
Printing & Publications	Printing of necessary form and materials for program.	\$0	\$0	\$2,200
Postal & Shipping Services	Covers costs for mailing and shipping of documents to clients or partnering sites or programs.	\$0	\$0	\$200
Communications (cellular, network)	Includes costs for phone services, long distance, cell services and data plan for tablets.	\$0	\$0	\$2,500
Required Model Materials	Covers costs of forms and required materials used during home visits and data collection.	\$0	\$0	\$1,400
Computers, laptops, software	Covers costs to update computers and software as needed	\$0	\$0	\$500
Rent, maintenace, utilities (not included in indirect)	Covers costs for NFP offices in the HHS bulding	\$0	\$0	\$15,981
BreastFeeding Support Materials	Cover cost of 2 electric breast pumps for loan to clients and other equipment for breastfeeding	\$0	\$0	\$3,000
<b>2. Total Supplies &amp; Operating Expenses</b>		<b>\$0</b>	<b>\$0</b>	<b>\$36,781</b>
Training and Technical Assistance		FY 2021		
Item	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
Dance Education Fees	Required Training to facilitate nurses' work with families on important aspects of the caregiver-child relationship that is core to the Nurse Family Partnership Model. Training happens required in years 2, 3, 4, 7, 9 etc	\$0	\$0	\$982
Nurse Family Partnership National Service Office Mandatory Training	Includes mandatory training for new nurses, supervisors, and administrators; consultation for supervisors; and the program support fee	\$0	\$0	\$17,212
Professional Development	NFP training for Administrator	\$0	\$0	\$3,000
National Symposium Registration	National Symposiun registration for 2 NHV & Supervisor	\$0	\$0	\$1,284
<b>3. Total Training and Technical Assistance</b>		<b>\$0</b>	<b>\$0</b>	<b>\$22,478</b>
Equipment (Over \$5,000 Per Item)		FY 2021		
Name	Description of Item	A. Other Sources of Funding	B. Medicaid Revenue	C. CDHS Funding (NHVP)
	No costs in this category will be reimbursed by CDHS.	\$0	\$0	\$0
<b>4. Total Equipment</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Travel</b>		<b>FY 2021</b>		
<b>Item</b>	<b>Description of Item</b>	<b>A. Other Sources of Funding</b>	<b>B. Medicaid Revenue</b>	<b>C. CDHS Funding (NHVP)</b>
Travel to Attend Required Training	Covers costs of travel, per diem, hotels for staff meetings and classes.	\$0	\$0	\$5,000
State Supervisor Meetings	Covers cost of travel, per diem & hotels for Supervisor to attend 3 State Supervisor meetings in Denver each year.	\$0	\$0	\$2,000
County Vehicle Charges	County vehicles are used for all travel, including home visits. These charges cover fleet, replacement accrual, motor pool expenses and mileage reimbursement when personal cars are used.	\$0	\$0	\$16,779
Natiomal Symposium	Covers cost for airfare, meals, incidentals, hotel for 4 nights for 2 NHV and Supervisor.	\$0	\$0	\$4,500
<b>5. Total Travel</b>		<b>\$0</b>	<b>\$0</b>	<b>\$28,279</b>
<b>Contractors/Consultants (payments to third parties or entities)</b>		<b>FY 2021</b>		
<b>Name</b>	<b>Description of Item</b>	<b>A. Other Sources of Funding</b>	<b>B. Medicaid Revenue</b>	<b>C. CDHS Funding (NHVP)</b>
Gunnison County NFP Contract	This cost covers program costs for NHV in Gunnison @ .75 FTE.	\$0	\$0	\$78,565
Supplies & Operating Expenses	Covers costs for Gunnison County contractor office supplies, postage, photocopy, printing & publications, cell phone, translator, etc.	\$0	\$0	\$1,020
Travel & Transportation	Covers costs for Gunnison County contractor transportation, motor pool expenses & travel to meetings, professional development, hotel, and per diem.	\$0	\$0	\$4,350
IT	Covers IT support for Gunnison NHV	\$0	\$0	\$1,894
Outside Services	Covers for consultation with Mental Health Consultants for Staff as needed	\$0	\$0	\$500
<b>6. Total Contractors/Consultants</b>		<b>\$0</b>	<b>\$0</b>	<b>\$86,329</b>
<b>MODIFIED TOTAL DIRECT COSTS (MTDC)</b>		<b>\$0</b>	<b>\$0</b>	<b>\$539,659</b>
<b>Indirect Costs</b>		<b>FY 2021</b>		
<b>Item</b>	<b>Description of Item</b>	<b>A. Other Sources of Funding</b>	<b>B. Medicaid Revenue</b>	<b>C. CDHS Funding (NHVP)</b>
State Indirect cost rate	25% cap of modified total direct costs	\$0	\$0	\$134,915
<b>Total Indirect</b>		<b>\$0</b>	<b>\$0</b>	<b>\$134,915</b>
<b>TOTAL</b>		<b>\$0</b>	<b>\$0</b>	<b>\$674,574</b>

## ADDITIONAL PROVISIONS

### 1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

### 2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

### 3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

### 4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A. The Contractor shall submit requests for payment to CDHS\_OEC\_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- D. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month.

End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS\_OEC\_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.

- E. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- F. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of

funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

**5. PARTICIPATION**

The Contractor representative(s) is required to participate in any Office of Early Childhood sponsored meetings related to this contract.

**6. SUPPLANTING**

Payments made to the Contractor under this contract will supplement and not supplant other state, local or federal expenditures for services associated with this contract.

**7. BUDGET CHANGES**

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee will be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process will never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

**8. TRAVEL**

- A. Mileage shall not exceed the State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- B. Per Diem shall not exceed State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDHS.

**9. CRITICAL INCIDENT REPORTING**

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report in writing the details of the critical incident to the OEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff

and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

#### 10. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

#### 11. GENERAL ACCOUNTING ENCUMBRANCE (GAE)

- A. Payment for Nurse Home Visitor Program (NHVP) to all contractors will be made as incurred, in whole or in part, from the total available funds not to exceed \$120,000 (\$50,000 for FY20; \$70,000 for FY21), to be utilized for NHVP as follows:
  - i. Nurse Family Partnership (NFP) training costs, often sites experience staff turnover in a fiscal year and they will be permitted to use the GAE to cover costs of NFP required training that was not included in their budget.
  - ii. Travel costs associated with NFP training. For example, if a site hires a new Nurse Home Visitor, and this staff member is required to attend NFP orientation, the site will be able to bill the GAE for the training registration and travel expenses for the training. Travel costs may include mileage, hotel accommodations and per diem for the staff member attending the training.
  - iii. Operational items not included in their budget such as cell phones, tablets, laptops. Due to staff turnover, sites are to not include potential operational item expenses in their budgets, but rather utilize the GAE in order to purchase necessary items for new staff.

It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to NHVP GAE funds. It is further understood and agreed that the maximum amount of funds available state wide for the current fiscal year will be divided between all of the NHVP contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of NHVP GAE funds. The NHVP program manager will approve GAE expenditures on a case-by case basis and the state intermediary must concur that they believe the expenditure to be necessary to improving the program. NHVP program manager must approve the expenditure in writing.

- B. Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.
- C. Invoices shall be submitted separately for pre-approved expenditures.
  - i. The Contractor shall submit requests for payment to [CDHS\\_OEC\\_Invoicing@state.co.us](mailto:CDHS_OEC_Invoicing@state.co.us).

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Government Obligation Contract; KS StateBank; Land

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** KS State Bank and Gunnison County

**Term Begins:** 02/05/21

**Term Ends:** 11/5/2025

**Grant Contract #:**

**Summary:**

The purchase of a landfill compactor was approved by the Board in December. We have locked in with KSSState Bank for financing.

**Fiscal Impact:** \$477,108.00

**Submitted by:** Marlene D. Crosby

**Submitter's Email Address:** mcrosby@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 2/8/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/19/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 0

Agenda Date: 2/23/2021

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2627 KFB PLAZA, SUITE 202E | 785-587-4000  
MANHATTAN, KS 66503

SENT VIA EMAIL: MCROSBY@GUNNISONCOUNTY.ORG

February 12, 2021

Ms. Marlene Crosby  
Gunnison County, Colorado

**Re: Financing for Gunnison County, Colorado for One (1) Bomag BC473 B-5 Landfill Compactor**

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Dear Ms. Crosby:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. **All required documentation must be received by 3:00pm CST in order to fund the following business day.**

***The interest rate you have been quoted is valid through March 15, 2021.***

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Oblige.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. JoJo Mahaffey-Bellinder  
Client Relations - Team Lead

## DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

### I. Attached Documentation

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1. **Government Obligation Contract**
  - ◆ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A – Description of Equipment**
  - ◆ Review equipment description. Complete serial number/VIN if applicable.
  - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
  - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
  - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
  - ◆ Type in the date of the meeting in which the purchase was approved.
  - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
  - ◆ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
  - ◆ A second authorized individual that is with the Obligor should attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
  - ◆ Sign and print name and title
  - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
  - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
  - ◆ Sign and print name and title
  - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
  - ◆ Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
  - ◆ Sign and print name and title
11. **Insurance Requirements**
  - ◆ Complete insurance company contact information where indicated.
12. **Debit Authorization – (Preferred)**
  - ◆ Complete form and attach a voided check
13. **8038G IRS Form**
  - ◆ Please read 8038 Review Form
  - ◆ In Box 2, type Employer Identification Number
  - ◆ Sign and print name and title

### II. Condition to Funding

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If, for any reason: (i) the required documentation is not returned by May 5, 2021, is incomplete, or has unresolved issues relating thereto, or (ii) on or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

**All documentation should be returned to:**

KS StateBank  
2627 KFB Plaza STE 202E  
Manhattan, Kansas 66503

## GOVERNMENT OBLIGATION CONTRACT

### Obligor

Gunnison County, Colorado  
200 East Virginia  
Gunnison, Colorado 81230

### Obligee

KS StateBank  
1010 Westloop; P.O. Box 69  
Manhattan, Kansas 66505-0069

**Dated as of March 15, 2021**

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

#### I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

#### II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
- (g) Obligor has never non-renewed funds under a contract similar to this Contract.
- (h) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (i) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (j) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (k) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (l) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (m) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (n) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

**Section 3.01 Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

**Section 3.02 Contract Payments.** Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL.** Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

### IV. Non-Renewal

**Section 4.01 Non-Renewal.** The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor's governing body to terminate the Contract. Obligor shall immediately notify the Obligee as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Reimbursement.** Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

**Section 5.06 No Waiver of Governmental Immunity.** Nothing in this Contract is, or shall be construed to be, a waiver, in whole or part, by Obligor of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

### VI. Title and Security Interest

**Section 6.01 Title.** Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

## **VII. Assignment**

**Section 7.01 Assignment by Obligees.** All of Obligees' rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligees at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligees or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligees approve of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

## **VIII. Maintenance of Equipment**

**Section 8.01 Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

## **IX. Default**

**Section 9.01 Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02 Remedies on Default.** Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

**Section 9.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04 Return of Equipment and Storage.**

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

## **X. Vendor Payable Account**

**Section 10.01 Establishment of Vendor Payable Account.** On the date that the Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligees agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligees selects that is acceptable to Obligor (including Obligees or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligees to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligees.

**Section 10.02 Down Payment.** Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligees that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03 Disbursement upon Non-Renewal or Default. If an event of non-renewal or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

**XI. Miscellaneous**

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**Gunnison County, Colorado**

**KS StateBank**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

**Marsha Jarvis, Senior Vice President**

\_\_\_\_\_  
Printed Name and Title

**EXHIBIT A**

**DESCRIPTION OF EQUIPMENT**

**RE: Government Obligation Contract dated as of March 15, 2021, between KS StateBank (Obligee) and Gunnison County, Colorado (Obligor)**

---

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Bomag BC473 B-5 Landfill Compactor

Physical Address of Equipment after Delivery : \_\_\_\_\_

## EXHIBIT B

## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of March 15, 2021, between KS StateBank (Obligee) and Gunnison County, Colorado (Obligor)

Date of First Payment: September 15, 2021  
 Original Balance: \$413,607.62  
 Total Number of Payments: Nineteen (19)  
 Number of Payments Per Year: Four (4)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	15-Sep-21	\$23,500.38	\$5,852.43	\$17,647.95	\$401,692.29
2	15-Dec-21	\$23,500.38	\$2,791.52	\$20,708.86	\$380,401.22
3	15-Mar-22	\$23,500.38	\$2,645.52	\$20,854.86	\$358,993.05
4	15-Jun-22	\$23,500.38	\$2,498.50	\$21,001.88	\$337,467.13
5	15-Sep-22	\$23,500.38	\$2,350.43	\$21,149.95	\$315,822.82
6	15-Dec-22	\$23,500.38	\$2,201.32	\$21,299.06	\$294,059.47
7	15-Mar-23	\$23,500.38	\$2,051.17	\$21,449.21	\$272,176.42
8	15-Jun-23	\$23,500.38	\$1,899.95	\$21,600.43	\$250,173.01
9	15-Sep-23	\$23,500.38	\$1,747.67	\$21,752.71	\$228,048.58
10	15-Dec-23	\$23,500.38	\$1,594.31	\$21,906.07	\$205,802.47
11	15-Mar-24	\$23,500.38	\$1,439.87	\$22,060.51	\$183,434.00
12	15-Jun-24	\$23,500.38	\$1,284.34	\$22,216.04	\$160,942.51
13	15-Sep-24	\$23,500.38	\$1,127.72	\$22,372.66	\$138,327.31
14	15-Dec-24	\$23,500.38	\$969.99	\$22,530.39	\$115,587.73
15	15-Mar-25	\$23,500.38	\$811.15	\$22,689.23	\$92,723.08
16	15-Jun-25	\$23,500.38	\$651.19	\$22,849.19	\$69,732.68
17	15-Sep-25	\$23,500.38	\$490.11	\$23,010.27	\$46,615.83
18	15-Dec-25	\$23,500.38	\$327.88	\$23,172.50	\$23,371.84
19	15-Mar-26	\$23,500.38	\$164.53	\$23,335.85	\$0.00

**Gunnison County, Colorado**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\*Assumes all Contract Payments due to date are paid

**EXHIBIT C**  
**ACCEPTANCE OF OBLIGATION**  
**TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B**

**RE: Government Obligation Contract dated as of March 15, 2021, between KS StateBank (Obligee) and Gunnison County, Colorado (Obligor)**

---

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract, including but not limited to Section 4.01;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-renewal or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

**Gunnison County, Colorado**

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Signature

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Printed Name and Title

EXHIBIT D  
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of March 15, 2021, between KS StateBank (Obligee) and Gunnison County, Colorado (Obligor)

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At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on \_\_\_\_\_ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of March 15, 2021, between Gunnison County, Colorado (Obligor) and KS StateBank (Obligee).
- Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s):

\_\_\_\_\_  
(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

- Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature:

\_\_\_\_\_  
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title:

\_\_\_\_\_  
(Printed Name and Title of individual who signed directly above)

Attested By:

\_\_\_\_\_  
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title:

\_\_\_\_\_  
(Printed Name of individual who signed directly above)

**EXHIBIT E**  
**OFFICER'S CERTIFICATE**

**RE: Government Obligation Contract dated as of March 15, 2021, between KS StateBank (Obligee) and Gunnison County, Colorado (Obligor)**

---

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : Solid Waste Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

**Gunnison County, Colorado**

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Signature

---

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of March 15, 2021, between KS StateBank (Obligee) and Gunnison County, Colorado (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$\_\_\_\_\_ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: \_\_\_\_\_
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments subject to the terms and conditions of the Contract, including but not limited to Section 4.01, and in accordance with the payment schedule laid out in Exhibit B with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: kbellinder@ksstate.bank  
or  
Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

**Gunnison County, Colorado**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**EXHIBIT G**  
**SIGNATURE CARD**

**RE: Government Obligation Contract dated as of March 15, 2021, between KS StateBank (Obligee) and Gunnison County, Colorado (Obligor)**

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The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Gunnison County, Colorado.

**Gunnison County, Colorado**

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Signature

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Printed Name and Title

**Signature of additional authorized individual (optional) of Obligor**

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Signature

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Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

**RE: Government Obligation Contract dated as of March 15, 2021, between KS StateBank (Obligee) and Gunnison County, Colorado (Obligor)**

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Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Equipment: \_\_\_\_\_

Cost of Equipment: \_\_\_\_\_

**Obligor will immediately notify Obligee if any of the information listed above is changed.**

EXHIBIT I

BANK QUALIFIED CERTIFICATE

**RE: Government Obligation Contract dated as of March 15, 2021, between KS StateBank (Obligee) and Gunnison County, Colorado (Obligor)**

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Whereas, Obligor hereby represents that it is a “Bank Qualified” Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the “Code”). (A “Bank Qualified Issuer” is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than “private activity bonds” as defined in Section 141 of the Code, excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such “qualified tax-exempt obligations”.
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code and excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

**Gunnison County, Colorado**

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Signature

---

Printed Name and Title

# INSURANCE REQUIREMENTS

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Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

**Insured:**

Gunnison County, Colorado  
200 East Virginia  
Gunnison, Colorado 81230

**Certificate Holder:**

KS StateBank  
1010 Westloop, P.O. Box 69  
Manhattan, Kansas 66505-0069

**1. Equipment Description**

- ◆ One (1) Bomag BC473 B-5 Landfill Compactor
- ◆ Please include all applicable VIN's, serial numbers, etc.

**2. Deductible**

- ◆ The deductible amounts on the insurance policy should not exceed \$25,000.00.

**3. Physical Damage**

- ◆ All risk coverage to guarantee proceeds of at least \$413,607.62.

**4. Liability**

- ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

**5. Additional Insured and Loss Payee**

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

**Please forward certificate as soon as possible to:** Email: kbellinder@ksstate.bank  
or  
Fax: (785) 587-4016

**Please complete the information below and return this form along with the Contract.**

---

**Gunnison County, Colorado**

Insurance Company: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Email: \_\_\_\_\_

**\*PREFERRED\***

\*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

**DEBIT AUTHORIZATION**

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

<b>Contract Number</b> 3358425	<b>Payment Amount</b> \$23,500.38	<b>Frequency of Payments</b> Quarterly
<b>Beginning</b> _____ Month      _____ Year	<b>Day of Month</b> Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<b>Financial Institution Name</b>		<b>Branch</b>	
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Routing Number</b>		<b>Account Number</b>	

**Type of Account**       Checking       Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<b>Obligor Name on Contract</b> Gunnison County, Colorado	
<b>Signature</b>	<b>Printed Name and Title</b>
<b>Tax ID Number</b> 84-6000770	<b>Date</b>

**PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!**

**USA Patriot Act**

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

## 8038 REVIEW FORM

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The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

**Important Note:**

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

# Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury  
Internal Revenue Service

► Under Internal Revenue Code section 149(e)  
► See separate instructions.  
**Caution: If the issue price is under \$100,000, use Form 8038-GC.**

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>Gunnison County, Colorado</b>		2 Issuer's employer identification number (EIN) <b>84-6000770</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>200 East Virginia</b>		5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code <b>Gunnison, Colorado 81230</b>		7 Date of issue <b>03/15/2021</b>	
8 Name of issue <b>Government Obligation Contract</b>		9 CUSIP number <b>None</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Mr. Lee Partch, Fleet Manager</b>		10b Telephone number of officer or other employee shown on 10a <b>(970) 641-0044</b>	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► One (1) Bomag BC473 B-5 Landfill Compactor	18	<b>415,675</b>	<b>66</b>
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

<b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b>					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<b>03/15/2026</b>	\$ <b>415,675.66</b>	\$ <b>413,607.62</b>	<b>2.569</b> years	<b>2.830</b> %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>				
22 Proceeds used for accrued interest	22			
23 Issue price of entire issue (enter amount from line 21, column (b))	23	<b>415,675</b>	<b>66</b>	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	<b>2,068</b>	<b>04</b>	
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26			
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27			
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28			
29 Total (add lines 24 through 28)	29	<b>2,068</b>	<b>04</b>	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<b>413,607</b>	<b>62</b>	

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b>	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>		
<b>b</b> Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b> Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
<b>c</b> Enter the EIN of the issuer of the master pool bond ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool bond ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input checked="" type="checkbox"/>			
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>			
<b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>			
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/>			
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>			
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement. . . . . ▶ _____			
<b>b</b> Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ ▶	▶ _____ ▶		
	Signature of issuer's authorized representative	Date	Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	<b>H. Evan Howe</b>		<b>02/12/2021</b>	<b>P01438994</b>
	Firm's Name ▶ <b>Baystone Financial LLC</b>	Firm's EIN ▶ <b>48-1223987</b>		
Firm's Address ▶ <b>12980 Metcalf, Suite 310, Overland Park, KS 66213</b>	Phone no. <b>(800) 752-3562</b>			

## Wheel Structure Wear-out Warranty Repair Policy

Any loss or breakage of the BOMAG Premium Teeth as installed on BOMAG Landfill Compactors, model numbers, BC473RB, BC573RB, BC672RB, BC772RB, BC972RB or BC1172RB, prior to the defined wear out point, will be handled as warranty, the terms of which are covered under the standard new machine Warranty Policy.

This Policy will be applicable under one of the following conditions:

- Should, the BOMAG Premium Wheel drum structure (this includes the shoe assemblies, the drum structure/wrapper, bolt mounting ring and the inner and outer cone assemblies) fail to support the tooth assemblies or the machine for the defined period of 10 years or 20,000 hours specified, BOMAG Americas and the customer will share in the total repair cost, parts, labor and welding required to permit the continued use of the existing wheel structure for the balance of the original 20,000 hours.
- This sharing will be based upon the hours of realized use of the original, existing drum structure. The comparison of existing hours to the proposed 20,000-hour life cycle will determine what percentage of the total repair cost BOMAG Americas will participate in. (Example: the machine has been used for 15,000 hours and the drum has failed, the customer participation would be 75% and BOMAG Americas participation would be 25% of the total repair cost.
- The customer will incur freight charges for any component parts necessary for the repairs.
- It will need to be determined, prior to the repair activity, that the customer has properly maintained the wire cutter system and that the originally installed wheel structure(s) have not been prematurely compromised due to lack of care. This is critical in determining the validity of the 20,000-hour Wheel Structure Warranty.
- The extent of the specific repair will be totally at the discretion of BOMAG Americas who will then assume liability that the repair will fulfill the Warranty commitment.
- In the case where the original wheels may have been exchanged during this lifecycle with wheels of greater original operating hours, due to a tooth replacement issue, the condition of the original wheel structures will have been recorded at that time and consideration and adjustment will be extended to the customer as a percentage of participation, should it become necessary to repair the replacement wheel structure(s).
- An initial core charge will be applied to the shipment of any exchange wheels utilized for drum structure repair and will be credited to the customer upon receipt of the core wheels by Bomag Americas. A charge of \$8,000 per small wheel and \$10,000 per large wheel will apply.
- The customer will incur freight charges for the exchange wheels. This will be based upon the freight for the loaner/exchange wheels to be shipped to the customer and the freight for the loaner/exchange wheels to be returned.

Should a customer request a "loaner" wheel (for the BC972/1172RB) or 2 wheels (one front and one rear for the BC473-772RB) for use as a "swing" wheel while the welding is done, all core charges and freight will apply.

This Policy applies only to machines sold after this Policy is adopted. Prior machines will be handled on a case-by-case basis.

1/1/21



# BOMAG AMERICAS LIMITED WARRANTY

## BOMAG LANDFILL COMPACTOR PREMIUM WHEEL STRUCTURE

BOMAG Americas warrants the BOMAG Premium Wheel Drum structure for (120) months or 20,000 hours, whichever occurs first, of service life starting from the date of sale to the original owner. This warranty is limited to the first owner only and is not transferable. If the wheel drum structure wears out before the warranted service life is achieved, BOMAG Americas, at its discretion, will provide an allowance towards the repair of existing wheel or purchase of a new wheel based on machine hours and age at time of wear out.

This limited warranty applies only to complete wheels built by BOMAG equipped with BOMAG Premium Weld-on Teeth mounted on original equipment BOMAG Refuse Compactors with cleaner bars and edge cutters in place used in residential waste landfills. This warranty will apply to wheels used in landfills that process industrial or construction and demolition materials or hazardous waste. Compactors working with abrasive cover materials or requiring long roading of the machine on abrasive surfaces may be subject to a reduced wear allowance. All other expenditures, to include labor (including welding) associated with the removal and installation, consequential damages, downtime, freight, overtime pay, etc., are not covered by this warranty. This limited warranty applies only to the original end-user. The end-user's responsibility to keep this warranty in effect is to follow BOMAG's recommended maintenance practices as detailed in the machine's Operator's and Maintenance Manual. This warranty shall be voided for any machine found to have been subjected to misuse, misapplication, accidents, or modifications not approved in writing by BOMAG Americas.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOMAG AMERICAS OBLIGATION SHALL NOT INCLUDE ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR DELAY.**

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Funding Agreement; Upper Gunnison River Water Cons

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Shady Island was awarded \$30,000 from Upper Gunnison River Water Conservancy District, the grant agreement needs a signature from the Board.

**Fiscal Impact:**

**Submitted by:** Rachel Sabbato

**Submitter's Email Address:** rsabbato@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/18/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed and appears legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/19/2021

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/23/2021

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**Gunnison County Community  
Development Department**

Offices of Planning, Building and Environmental Health  
221 N. Wisconsin St., Ste. D  
Gunnison, CO 81230  
Phone: (970) 641-0360 Fax: (970)641-8585

February 11, 2021

**TO: Board of County Commissioners  
Matthew Birnie, County Manager  
Matt Hoyt, County Attorney**

**FROM: Rachel Sabbato  
Land Use Planner**

**SUBJECT: Shady Island Grant Agreement with Upper Gunnison River Water Conservancy District**

The Community Development office was awarded \$30,000 from the Upper Gunnison River Water Conservancy District to assist with funding for the Shady Island River Park project.

A signature from the Board is required to implement this grant agreement, document attached within this submittal. Once the signature has been acquired from the Board, executive director Sonja Chavez will complete the agreement with her signature.

Thank you,

Rachel Sabbato

## FUNDING AGREEMENT

This Funding Agreement is made and entered into between the Upper Gunnison River Water Conservancy District (District) and The Board of County Commissioners of the County of Gunnison, Colorado, a Colorado political subdivision (Grantee) effective as of the date of the District's execution hereof.

### RECITALS

A. The District is a Water Conservancy District created pursuant to the Water Conservancy Act, §37-45-101, *et seq.*, Colorado Revised Statutes.

B. The District was established to conserve the waters within the District in order to accomplish the greatest possible use for irrigation, domestic, municipal, industrial, mining, and all other beneficial purposes, and to defend and protect the waters of the District.

C. A mission of the District is to encourage the in-basin beneficial use and maintenance of high quality standards for the water resources of the basin.

D. The District has determined that an appropriate means to effect its purposes and accomplish its mission is to provide financial assistance to persons constructing projects that enhance water supply and stream conditions within the District.

E. The District has adopted an amended policy for consideration of financial assistance requests (Policy).

F. Grantee proposes to perform the Shady Island River Park Project described in *EXHIBIT A* attached hereto (Project) and has made application to the District for financial assistance pursuant to and in compliance with the District's Policy.

G. The Project is consistent with the purposes and the mission of the District.

H. The District has reviewed the Project pursuant to its Policy and desires to assist with the funding of the Project subject to the terms and conditions of this Agreement, and Grantee desires to receive such financial assistance from the District as provided in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the reciprocal promises contained in this Agreement, the District and Grantee agree as follows.

### 1. Grantee's Project Plan and Use of Grant Money.

1.1 The total cost of the Project approved for a funding contribution by the District is estimated by Grantee to be \$185,000.00 as documented in *EXHIBIT A*.

1.2 The grant amount awarded to Grantee by the District is \$30,000.00. The grant funds advanced by the District to Grantee shall be used only for services, materials, and labor identified in the budget in the Contract Scope of Work attached as *EXHIBIT A* approved by the District in awarding the grant (Funded Work).

1.3 The estimated date for commencement of the Project is May 1, 2020. The estimated date for the completion of the Project is April 30, 2022.

### 2. District's Financial Assistance.

2.1 The funds are awarded to Grantee on condition that matching funds described in *EXHIBIT A* are contributed for the Funded Work.

2.2 The grant funds will be paid to Grantee as follows: Upon completion of a Task described in *EXHIBIT A*, Grantee shall submit a Request for Payment together with an itemized statement for expenditures on the Project. Such statement shall include invoices for materials received and labor and services performed on the Funded Work and paid for by Grantee, or to be paid upon receipt of funds from the District.

2.3 The Request for Payment shall include:

2.3.1 A representation and warranty by Grantee that the Task is complete and that all amounts due and payable for the Funded Work have been paid or, alternatively, a covenant that such amounts will be paid with the funds advanced to Grantee by the District in response to the Request for Payment.

2.3.2 A representation and warranty by Grantee that all work done on the Funded Work has been completed in a good and workmanlike manner and in accordance with the specifications contained in *EXHIBIT A*.

2.4 After review of the Request for Payment, the District may:

2.4.1 Require such additional documentation as the District deems necessary;

2.4.2 Conduct a joint inspection of the Project with Grantee to review work completed and to verify that the Task is complete in accordance with *EXHIBIT A*;

2.4.3 Make adjustments to the amount of funds requested by Grantee in its sole discretion.

2.5 The District shall disburse the grant amount, or so much thereof as is approved, within thirty days after approval of the Request for Payment by the District.

3. Grantee's Additional Responsibilities and Liabilities.

3.1 Grantee shall be responsible for making all Agreements and assuring the acquisition of all interests in property or other rights and all permits or other governmental approvals needed to complete the Project.

3.2 Grantee shall be responsible for the acts, errors and omissions of Grantee and its employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in connection with the Project and for the acts, errors and omissions of the Project's owners and users. Grantee agrees to indemnify, hold harmless, and defend the District and its directors, officers, employees, agents, and attorneys for the actions, errors and omissions of Grantee and Grantee's employees, consultants, agents, and any other persons employed or retained on behalf of Grantee in the performance of this Agreement and for the acts, errors and omissions of the Project's owners and users. Both parties are a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, Colorado Revised Statutes.

3.3 Grantee warrants performance of this Agreement and the completion of all work required for the Funded Work. Grantee and any persons working on its behalf shall at all times comply with all applicable local, state, and federal laws and regulations. Not by way of limitation of the foregoing, it is specifically agreed that neither Grantee nor any persons working on its behalf on the Project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability, or religion.

4. Authorized Representatives, Addresses.

4.1 The District designates Sonja R. Chavez, General Manager, as its representative to act for the District in connection with this Agreement. All communication with the District shall be directed to:

Sonja R. Chavez, General Manager  
210 West Spencer, Suite B  
Gunnison, CO 81230  
Telephone: (970) 641-6065  
[schavez@ugrwcd.org](mailto:schavez@ugrwcd.org)

4.2 Grantee designates Cathie Pagano, Director, Community and Economic Development, as its representative to act for Grantee in connection with this Agreement. All communication with Grantee shall be directed to:

Cathie Pagano  
221 North Wisconsin Street, Unit D  
Gunnison, CO 81230  
Telephone: (970) 641-7985  
[cpagano@gunnisoncounty.org](mailto:cpagano@gunnisoncounty.org)

4.3 Grantee represents and warrants to the District that the person executing this Agreement on behalf of Grantee has full power and authority to execute this Agreement on behalf of Grantee.

5. Miscellaneous.

5.1 Assignment. The Agreement involves the grant of public money for public purposes. Consequently, this Agreement shall not be assigned by Grantee without the District's prior written approval, which may be withheld in the District's sole discretion.

5.2 Binding Effect. This Agreement shall be immediately binding upon both parties and their respective successors, if any.

5.3 No Partnership, Joint Venture or Third Party Beneficiaries. This Agreement is not intended to and does not create any partnership, joint venture or similar relationship between the District and Grantee or any other persons or entities. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the District and Grantee, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person or entity. It is the express intent of the parties to this Agreement that any person or entity receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

5.4 Additional Limitations on the District's Responsibilities. The District's involvement with the Project's construction and operation shall be limited to payment of the stated sum in the form of a grant to Grantee. The District shall not be responsible for or in control of the Project's feasibility, implementation, operation, maintenance, repair, or replacement.

5.5 Publicity. Grantee agrees that the District may publicize the Project in local media or otherwise, including, without limitation, photographs, costs, and participants, for the purpose of promoting the District's grant program and its benefits.

5.6 Remedies. If Grantee is in breach or default of any obligation under this Agreement, the District may give Grantee written notice of such breach or default. Upon receipt of such notice, within thirty days Grantee shall both cure such breach or default and provide the District evidence of such cure. If Grantee fails to cure any such breach or default within thirty days, the District may terminate this Agreement and Grantee shall be required to promptly repay to the District the full amount of any grant funds received. As part of any judgment in an action for breach or for enforcement of this Agreement, the District shall be awarded its attorneys' fees and litigation costs.

5.7 Notices. All notices required or appropriate pursuant to this Agreement shall be given in writing to the parties' designated representatives at the addresses stated in paragraph 4. Notices shall be deemed received upon hand delivery or three days after first class mailing thereof with return receipt requested or confirmed delivery of electronic mail.

5.8 Entire Agreement/Amendments. This Agreement is the complete integrated understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment to this Agreement shall have any force or effect unless stated in writing approved and executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions stated herein.

Upper Gunnison River  
Water Conservancy District

Gunnison County

\_\_\_\_\_  
By: Sonja R. Chavez, General Manager Date

\_\_\_\_\_  
Jonathan Houk Date  
Chairperson, Board of County Commissioners

***EXHIBIT A***

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** January 2021 Cash Transfer Report

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**Action Requested:** Motion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

January 2021 Cash Transfer Report

**Fiscal Impact:** \$3,802,522.80

**Submitted by:** Kelly Weak

**Submitter's Email Address:** kweak@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/18/2021

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/23/2021

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**GUNNISON COUNTY, COLORADO  
CASH TRANSFER AUTHORIZATION  
JANUARY 2021**

TREASURER	FINANCE	FUND	INCREASE CASH	DECREASE CASH
001	01 11900	General	0.00	(951,707.01)
130	95 11122	General - Payroll Account	749,337.96	0.00
150	01 11102	General - Water Resources	0.00	0.00
155	01 11103	General - Workforce Impact Fee:	0.00	0.00
103	01 11105	General - Courthouse Renovation	0.00	0.00
147	01 11106	General - Revenue Clearing	0.00	(1,460,763.31)
002	02 11900	Road & Bridge	0.00	(11,254.28)
003	03 11900	Human Services	44,758.90	0.00
004	04 11900	Public Health Agency	0.00	(71,109.15)
007	07 11900	Conservation Trust	0.00	0.00
008	08 11900	Bond Fund	0.00	(500.00)
101	08 11101	Series 2010 Bond Reserve	0.00	0.00
104	08 11102	Series 2013 Bond Reserve	0.00	0.00
010	10 11900	Airport	0.00	(243,219.86)
102	10 11101	Airport - Terminal Construction	0.00	0.00
012	12 11900	Sales Tax Fund	30,756.35	0.00
013	13 11900	Land Preservation	43,723.09	0.00
030	30 11900	Mosquito Control	810.68	0.00
032	32 11900	Sage Grouse Trust	3,724.23	0.00
034	34 11900	Risk Management	76,470.00	0.00
041	41 11900	Airport Construction	0.00	(7,296.44)
043	43 11900	Capital Expenditures	0.00	0.00
050	50 11900	Gunnison County Sewer	0.00	(124,731.55)
135	50 11101	Sewer - Restricted	0.00	0.00
051	51 11900	Gunnison County Water	49,219.23	0.00
136	51 11101	Water - Restricted	0.00	0.00
052	52 11900	Solid Waste	0.00	(100,843.85)
125	52 11101	Solid Waste - Landfill Closure	2,422.37	0.00
126	52 11102	Solid Waste - Landfill Const	8,997.13	0.00
070	70 11900	Housing Authority	0.00	(11,539.31)
141	70 11101	Housing Authority Restricted Depo	0.00	0.00
071	71 11900	Senior Housing - Operating	7,478.90	0.00
140	71 11101	Senior Housing - Deposits	0.00	0.00
072	72 11900	Assisted Living	0.00	0.00
080	80 11900	ISF-I	0.00	(174,568.61)
082	82 11900	ISF-II	0.00	(28,094.56)
090	90 11900	Health Insurance Trust	0.00	(443,607.54)
115	90 11101	Health Insurance Claims	229,691.54	0.00
091	91 11900	Local Marketing District	0.00	(168,113.32)
092	92 11900	Transportation Authority	59,401.60	0.00
093	93 11900	Public Trustee Agency	0.00	(5,174.01)
145	95 11121	Accounts Payable Clearing	2,495,730.82	0.00
<b>TOTALS</b>			<b>\$ 3,802,522.80</b>	<b>\$ (3,802,522.80)</b>

TRANSFER FOR JOURNAL ENTRIES:

JE 31938, JE 31925, JE 31928, JE 31929, JE 31930, JE 31932, JE 31931, JE 31933, JE 31934, JE 31935, JE 31936, JE 31937, JE 31926, JAN PRJ, Jan GBI, AP JAN, Jan UBB,

PREPARED BY: \_\_\_\_\_

DATE: 2/10/21

AUTHORIZED BY: \_\_\_\_\_

DATE: 2/10/21

RECEIVED BY TREASURER: \_\_\_\_\_

DATE: 2-10-21

**GUNNISON COUNTY, COLORADO**  
**JOURNAL ENTRY CASH TRANSFERS**  
**FOR THE MONTH ENDING: JANUARY 2021**

Balance	JE's	Description	Finance Business Date	01 General Fund 01 11900	01 Revenue Clearing 01 11106	02 Road & Bridge 02 11900	03 Human Services 03 11900
0.00	JE 31938,	STND1: VEHICLE/EQUIPMENT RENT	01/31/21	(16,219.98)			(245.83)
0.00	JE 31938,	STND2: BUDGETED INTERFUND TRANSF	01/31/21	49,200.65		(8,048.33)	
0.00	JE 31938,	STND3: MAPPING SYSTEM CHARGES	01/31/21	(11,864.01)		(1,675.91)	(22.08)
0.00	JE 31938,	STND4: TELEPHONE/FAX SYSTEM CHARG	01/31/21	(4,480.33)		(412.50)	(881.25)
0.00	JE 31938,	STND5: COMPUTER SYSTEM CHARGES	01/31/21	(25,289.58)		(2,870.83)	(1,750.00)
0.00	JE 31925,	REC SALARY/DEDUCTION PAYABLES	01/31/21	124,232.73		(51,021.20)	(3,851.82)
0.00	JE 31928,	POSTAGE USE JAN	01/31/21	(1,907.05)			
0.00	JE 31929,	PHOTOCOPY USAGE JAN	01/31/21	(2,438.64)			(16.64)
0.00	JE 31930,	COLOR COPY USE JAN	01/31/21	(718.92)			(1.08)
0.00	JE 31932,	LANDFILL SURCHARGE ALLOC JAN	01/31/21				
0.00	JE 31931,	REVENUE CLEARING ACTIVITY JAN	01/31/21	42,245.21	(1,460,763.31)	193,633.75	171,169.13
0.00	JE 31933,	MOTORPOOL RENTS JAN	01/31/21	(24.64)			
0.00	JE 31934,	DHS RENT JAN	01/31/21	(12,297.00)			12,297.00
0.00	JE 31935,	RECORD PW COMP EARNED JAN	01/31/21			993.70	
0.00	JE 31936,	PUBLIC HEALTH PHOTOCOPY JAN	01/31/21	(24.00)			
0.00	JE 31937,	REC MED/DEN/FLEX/Rx CHECKS JAN	01/31/21	(14,563.06)			
0.00	JE 31926,	NET PAYROLL TRANSFER JAN	01/31/21	(749,337.96)			
0.00	JAN PRJ,	Payroll Journals	01/31/21	319,420.00		(103,939.98)	(123,720.77)
0.00	Jan GBI,	LANDFILL INTERFUND CHARGES DEC	01/31/21			(12.00)	
0.00	AP JAN,	AP CLEARING JANUARY	01/31/21	(647,500.48)		(35,809.64)	(8,217.76)
0.00	Jan UBB,	1ST QTR WTR/SWR BILLING	01/01/21	(139.95)	-	(2,091.34)	-
0.00		Cash Transfer adjustments		-	-	-	-
0.00		TOTALS		(951,707.01)	(1,460,763.31)	(11,254.28)	44,758.90

**GUNNISON COUNTY, COLORADO**  
**JOURNAL ENTRY CASH TRANSFERS**  
**FOR THE MONTH ENDING: JANUARY 2021**

			<b>04</b>	<b>07</b>	<b>08</b>	08	08	<b>10</b>
		Finance	Public	Conservation	Bond	Series 2010	Series 2013	Airport
		Business	Health	Trust	Fund	Bond Reserve	Bond Reserve	Operations
JE's	Description	Date	04 11900	07 11900	08 11900	08 11101	08 11102	10 11900
JE 31938,	STND1: VEHICLE/EQUIPMENT RENT	01/31/21						(502.25)
JE 31938,	STND2: BUDGETED INTERFUND TRANSF	01/31/21	(5,971.58)					(5,577.33)
JE 31938,	STND3: MAPPING SYSTEM CHARGES	01/31/21	(22.08)					(22.08)
JE 31938,	STND4: TELEPHONE/FAX SYSTEM CHARG	01/31/21	(524.99)					(300.00)
JE 31938,	STND5: COMPUTER SYSTEM CHARGES	01/31/21	(3,419.83)					(1,564.17)
JE 31925,	REC SALARY/DEDUCTION PAYABLES	01/31/21	(16,591.15)					(7,424.04)
JE 31928,	POSTAGE USE JAN	01/31/21						
JE 31929,	PHOTOCOPY USAGE JAN	01/31/21	(0.16)					(34.92)
JE 31930,	COLOR COPY USE JAN	01/31/21						(30.96)
JE 31932,	LANDFILL SURCHARGE ALLOC JAN	01/31/21						
JE 31931,	REVENUE CLEARING ACTIVITY JAN	01/31/21	47,453.89					153,960.41
JE 31933,	MOTORPOOL RENTS JAN	01/31/21						
JE 31934,	DHS RENT JAN	01/31/21						
JE 31935,	RECORD PW COMP EARNED JAN	01/31/21						
JE 31936,	PUBLIC HEALTH PHOTOCOPY JAN	01/31/21	(431.12)					
JE 31937,	REC MED/DEN/FLEX/Rx CHECKS JAN	01/31/21						
JE 31926,	NET PAYROLL TRANSFER JAN	01/31/21						
JAN PRJ,	Payroll Journals	01/31/21	(75,998.53)					(63,085.32)
Jan GBI,	LANDFILL INTERFUND CHARGES DEC	01/31/21						
AP JAN,	AP CLEARING JANUARY	01/31/21	(15,603.60)		(500.00)			(318,639.20)
Jan UBB,	1ST QTR WTR/SWR BILLING	01/01/21	-	-	-	-	-	-
Cash Transfer adjustments			-	-	-	-	-	-
<b>TOTALS</b>			<b>(71,109.15)</b>	<b>-</b>	<b>(500.00)</b>	<b>-</b>	<b>-</b>	<b>(243,219.86)</b>

**GUNNISON COUNTY, COLORADO**  
**JOURNAL ENTRY CASH TRANSFERS**  
**FOR THE MONTH ENDING: JANUARY 2021**

JE's	Description	Finance Business Date	10	12	13	30	32
			Terminal Construction 10 11101	Sales Tax 12 11900	Land Preservation 13 11900	Mosquito Control 30 11900	Sage Grouse 32 11900
JE 31938,	STND1: VEHICLE/EQUIPMENT RENT	01/31/21					
JE 31938,	STND2: BUDGETED INTERFUND TRANSF	01/31/21		(8,333.33)		1,277.00	
JE 31938,	STND3: MAPPING SYSTEM CHARGES	01/31/21					
JE 31938,	STND4: TELEPHONE/FAX SYSTEM CHARG	01/31/21					
JE 31938,	STND5: COMPUTER SYSTEM CHARGES	01/31/21					
JE 31925,	REC SALARY/DEDUCTION PAYABLES	01/31/21					
JE 31928,	POSTAGE USE JAN	01/31/21					
JE 31929,	PHOTOCOPY USAGE JAN	01/31/21					
JE 31930,	COLOR COPY USE JAN	01/31/21					
JE 31932,	LANDFILL SURCHARGE ALLOC JAN	01/31/21					3,724.23
JE 31931,	REVENUE CLEARING ACTIVITY JAN	01/31/21		303,555.39	45,996.39		
JE 31933,	MOTORPOOL RENTS JAN	01/31/21					
JE 31934,	DHS RENT JAN	01/31/21					
JE 31935,	RECORD PW COMP EARNED JAN	01/31/21					
JE 31936,	PUBLIC HEALTH PHOTOCOPY JAN	01/31/21					
JE 31937,	REC MED/DEN/FLEX/Rx CHECKS JAN	01/31/21					
JE 31926,	NET PAYROLL TRANSFER JAN	01/31/21					
JAN PRJ,	Payroll Journals	01/31/21					
Jan GBI,	LANDFILL INTERFUND CHARGES DEC	01/31/21					
AP JAN,	AP CLEARING JANUARY	01/31/21		(264,465.71)	(2,273.30)	(466.32)	
Jan UBB,	1ST QTR WTR/SWR BILLING	01/01/21	-	-	-	-	-
Cash Transfer adjustments			-	-	-	-	-
<b>TOTALS</b>			-	<b>30,756.35</b>	<b>43,723.09</b>	<b>810.68</b>	<b>3,724.23</b>

**GUNNISON COUNTY, COLORADO**  
**JOURNAL ENTRY CASH TRANSFERS**  
**FOR THE MONTH ENDING: JANUARY 2021**

JE's	Description	Finance Business Date	<b>34</b>	<b>41</b>	<b>43</b>	<b>50</b>	50
			Risk Management 34 11900	Airport Construction 41 11900	Capital Expenditures 43 11900	Sewer Fund 50 11900	Sewer Bond Reserve 50 11101
JE 31938,	STND1: VEHICLE/EQUIPMENT RENT	01/31/21				(397.13)	
JE 31938,	STND2: BUDGETED INTERFUND TRANSF	01/31/21				(3,903.17)	
JE 31938,	STND3: MAPPING SYSTEM CHARGES	01/31/21					
JE 31938,	STND4: TELEPHONE/FAX SYSTEM CHARG	01/31/21					
JE 31938,	STND5: COMPUTER SYSTEM CHARGES	01/31/21					
JE 31925,	REC SALARY/DEDUCTION PAYABLES	01/31/21				(1,559.54)	
JE 31928,	POSTAGE USE JAN	01/31/21					
JE 31929,	PHOTOCOPY USAGE JAN	01/31/21					
JE 31930,	COLOR COPY USE JAN	01/31/21					
JE 31932,	LANDFILL SURCHARGE ALLOC JAN	01/31/21					
JE 31931,	REVENUE CLEARING ACTIVITY JAN	01/31/21		98,168.35			
JE 31933,	MOTORPOOL RENTS JAN	01/31/21					
JE 31934,	DHS RENT JAN	01/31/21					
JE 31935,	RECORD PW COMP EARNED JAN	01/31/21				(41.87)	
JE 31936,	PUBLIC HEALTH PHOTOCOPY JAN	01/31/21					
JE 31937,	REC MED/DEN/FLEX/Rx CHECKS JAN	01/31/21					
JE 31926,	NET PAYROLL TRANSFER JAN	01/31/21					
JAN PRJ,	Payroll Journals	01/31/21				(1,150.83)	
Jan GBI,	LANDFILL INTERFUND CHARGES DEC	01/31/21					
AP JAN,	AP CLEARING JANUARY	01/31/21	76,470.00	(105,464.79)		(36,106.65)	
Jan UBB,	1ST QTR WTR/SWR BILLING	01/01/21	-	-	-	(81,572.36)	-
Cash Transfer adjustments			-	-	-	-	-
<b>TOTALS</b>			<b>76,470.00</b>	<b>(7,296.44)</b>	<b>-</b>	<b>(124,731.55)</b>	<b>-</b>

**GUNNISON COUNTY, COLORADO**  
**JOURNAL ENTRY CASH TRANSFERS**  
**FOR THE MONTH ENDING: JANUARY 2021**

JE's	Description	Finance Business Date	51	51	52	52	52
			Water Fund 51 11900	Water Bond Reserve 51 11101	Solid Waste 52 11900	Landfill Closure 52 11101	Landfill Construction 52 11102
JE 31938,	STND1: VEHICLE/EQUIPMENT RENT	01/31/21	(576.68)		(10,584.73)		
JE 31938,	STND2: BUDGETED INTERFUND TRANSF	01/31/21	1,061.17		(6,526.00)		
JE 31938,	STND3: MAPPING SYSTEM CHARGES	01/31/21	(661.50)				
JE 31938,	STND4: TELEPHONE/FAX SYSTEM CHARG	01/31/21					
JE 31938,	STND5: COMPUTER SYSTEM CHARGES	01/31/21	(166.67)		(420.83)		
JE 31925,	REC SALARY/DEDUCTION PAYABLES	01/31/21	(5,244.93)		(14,730.77)		
JE 31928,	POSTAGE USE JAN	01/31/21					
JE 31929,	PHOTOCOPY USAGE JAN	01/31/21					
JE 31930,	COLOR COPY USE JAN	01/31/21					
JE 31932,	LANDFILL SURCHARGE ALLOC JAN	01/31/21			(15,143.73)	2,422.37	8,997.13
JE 31931,	REVENUE CLEARING ACTIVITY JAN	01/31/21					
JE 31933,	MOTORPOOL RENTS JAN	01/31/21					
JE 31934,	DHS RENT JAN	01/31/21					
JE 31935,	RECORD PW COMP EARNED JAN	01/31/21	(167.47)		(671.24)		
JE 31936,	PUBLIC HEALTH PHOTOCOPY JAN	01/31/21					
JE 31937,	REC MED/DEN/FLEX/Rx CHECKS JAN	01/31/21					
JE 31926,	NET PAYROLL TRANSFER JAN	01/31/21					
JAN PRJ,	Payroll Journals	01/31/21	(8,942.17)		(33,972.58)		
Jan GBI,	LANDFILL INTERFUND CHARGES DEC	01/31/21			12.00		
AP JAN,	AP CLEARING JANUARY	01/31/21	(19,886.17)		(18,805.97)		
Jan UBB,	1ST QTR WTR/SWR BILLING	01/01/21	83,803.65	-	-	-	-
Cash Transfer adjustments			-	-	-	-	-
<b>TOTALS</b>			<b>49,219.23</b>	<b>-</b>	<b>(100,843.85)</b>	<b>2,422.37</b>	<b>8,997.13</b>

**GUNNISON COUNTY, COLORADO  
 JOURNAL ENTRY CASH TRANSFERS  
 FOR THE MONTH ENDING: **JANUARY 2021****

JE's	Description	Finance Business Date	<b>70</b>	<b>70</b>	<b>71</b>	<b>71</b>	<b>72</b>	<b>80</b>
			Housing Authority 70 11900	Hsg Auth Deposits 70 11101	Senior Housing 71 11900	Senior Hsg. Deposits 71 11101	Assisted Living 72 11900	Internal Service I 80 11900
JE 31938,	STND1: VEHICLE/EQUIPMENT RENT	01/31/21						28,526.60
JE 31938,	STND2: BUDGETED INTERFUND TRANSF	01/31/21	(818.33)					(293.34)
JE 31938,	STND3: MAPPING SYSTEM CHARGES	01/31/21	(22.08)					
JE 31938,	STND4: TELEPHONE/FAX SYSTEM CHARG	01/31/21						(37.50)
JE 31938,	STND5: COMPUTER SYSTEM CHARGES	01/31/21						(166.67)
JE 31925,	REC SALARY/DEDUCTION PAYABLES	01/31/21						(23,993.60)
JE 31928,	POSTAGE USE JAN	01/31/21						
JE 31929,	PHOTOCOPY USAGE JAN	01/31/21						
JE 31930,	COLOR COPY USE JAN	01/31/21						
JE 31932,	LANDFILL SURCHARGE ALLOC JAN	01/31/21						
JE 31931,	REVENUE CLEARING ACTIVITY JAN	01/31/21			11,453.00			
JE 31933,	MOTORPOOL RENTS JAN	01/31/21						68.88
JE 31934,	DHS RENT JAN	01/31/21						
JE 31935,	RECORD PW COMP EARNED JAN	01/31/21						(113.12)
JE 31936,	PUBLIC HEALTH PHOTOCOPY JAN	01/31/21						
JE 31937,	REC MED/DEN/FLEX/Rx CHECKS JAN	01/31/21						
JE 31926,	NET PAYROLL TRANSFER JAN	01/31/21						
JAN PRJ,	Payroll Journals	01/31/21						(59,093.82)
Jan GBI,	LANDFILL INTERFUND CHARGES DEC	01/31/21						
AP JAN,	AP CLEARING JANUARY	01/31/21	(10,698.90)		(3,974.10)			(119,466.04)
Jan UBB,	1ST QTR WTR/SWR BILLING	01/01/21	-	-	-	-	-	-
Cash Transfer adjustments			-	-	-	-	-	-
<b>TOTALS</b>			<b>(11,539.31)</b>	<b>-</b>	<b>7,478.90</b>	<b>-</b>	<b>-</b>	<b>(174,568.61)</b>

**GUNNISON COUNTY, COLORADO**  
**JOURNAL ENTRY CASH TRANSFERS**  
**FOR THE MONTH ENDING: JANUARY 2021**

JE's	Description	Finance Business Date	<b>82</b>	<b>90</b>	90	<b>91</b>	<b>92</b>
			Internal Service II 82 11900	Health Insurance 90 11900	Health Claims Clearing 90 11101	Marketing District 91 11900	Transportation Authority 92 11900
JE 31938,	STND1: VEHICLE/EQUIPMENT RENT	01/31/21					
JE 31938,	STND2: BUDGETED INTERFUND TRANSF	01/31/21	(3,474.50)	(4,086.00)		(3,561.08)	(945.83)
JE 31938,	STND3: MAPPING SYSTEM CHARGES	01/31/21	14,289.74				
JE 31938,	STND4: TELEPHONE/FAX SYSTEM CHARG	01/31/21	6,674.07				
JE 31938,	STND5: COMPUTER SYSTEM CHARGES	01/31/21	35,948.58				
JE 31925,	REC SALARY/DEDUCTION PAYABLES	01/31/21		184.32			
JE 31928,	POSTAGE USE JAN	01/31/21	1,907.05				
JE 31929,	PHOTOCOPY USAGE JAN	01/31/21	2,490.36				
JE 31930,	COLOR COPY USE JAN	01/31/21	750.96				
JE 31932,	LANDFILL SURCHARGE ALLOC JAN	01/31/21					
JE 31931,	REVENUE CLEARING ACTIVITY JAN	01/31/21				101,013.73	292,114.06
JE 31933,	MOTORPOOL RENTS JAN	01/31/21	(44.24)				
JE 31934,	DHS RENT JAN	01/31/21					
JE 31935,	RECORD PW COMP EARNED JAN	01/31/21					
JE 31936,	PUBLIC HEALTH PHOTOCOPY JAN	01/31/21	455.12				
JE 31937,	REC MED/DEN/FLEX/Rx CHECKS JAN	01/31/21		(215,128.48)	229,691.54		
JE 31926,	NET PAYROLL TRANSFER JAN	01/31/21					
JAN PRJ,	Payroll Journals	01/31/21	(37,056.89)	192,052.40			
Jan GBI,	LANDFILL INTERFUND CHARGES DEC	01/31/21					
AP JAN,	AP CLEARING JANUARY	01/31/21	(50,034.81)	(416,629.78)		(265,565.97)	(231,766.63)
Jan UBB,	1ST QTR WTR/SWR BILLING	01/01/21	-	-	-	-	-
Cash Transfer adjustments			-	-	-	-	-
<b>TOTALS</b>			(28,094.56)	(443,607.54)	229,691.54	(168,113.32)	59,401.60

**GUNNISON COUNTY, COLORADO**  
**JOURNAL ENTRY CASH TRANSFERS**  
**FOR THE MONTH ENDING: JANUARY 2021**

JE's	Description	Finance Business Date	<b>93</b> Public Trustee 93 11900	<b>95</b> Accounts Pay Clearing 95 11121	95 Payroll Clearing 95 11122
JE 31938,	STND1: VEHICLE/EQUIPMENT RENT	01/31/21			
JE 31938,	STND2: BUDGETED INTERFUND TRANSF	01/31/21			
JE 31938,	STND3: MAPPING SYSTEM CHARGES	01/31/21			
JE 31938,	STND4: TELEPHONE/FAX SYSTEM CHARG	01/31/21	(37.50)		
JE 31938,	STND5: COMPUTER SYSTEM CHARGES	01/31/21	(300.00)		
JE 31925,	REC SALARY/DEDUCTION PAYABLES	01/31/21			
JE 31928,	POSTAGE USE JAN	01/31/21			
JE 31929,	PHOTOCOPY USAGE JAN	01/31/21			
JE 31930,	COLOR COPY USE JAN	01/31/21			
JE 31932,	LANDFILL SURCHARGE ALLOC JAN	01/31/21			
JE 31931,	REVENUE CLEARING ACTIVITY JAN	01/31/21			
JE 31933,	MOTORPOOL RENTS JAN	01/31/21			
JE 31934,	DHS RENT JAN	01/31/21			
JE 31935,	RECORD PW COMP EARNED JAN	01/31/21			
JE 31936,	PUBLIC HEALTH PHOTOCOPY JAN	01/31/21			
JE 31937,	REC MED/DEN/FLEX/Rx CHECKS JAN	01/31/21			
JE 31926,	NET PAYROLL TRANSFER JAN	01/31/21			749,337.96
JAN PRJ,	Payroll Journals	01/31/21	(4,511.51)		
Jan GBI,	LANDFILL INTERFUND CHARGES DEC	01/31/21			
AP JAN,	AP CLEARING JANUARY	01/31/21	(325.00)	2,495,730.82	
Jan UBB,	1ST QTR WTR/SWR BILLING	01/01/21	-	-	-
Cash Transfer adjustments			-	-	-
<b>TOTALS</b>			<b>(5,174.01)</b>	<b>2,495,730.82</b>	<b>749,337.96</b>

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Sales Tax - LMD Reports

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

December 2020 Sales Tax and Local Marketing District Tax Reports

**Fiscal Impact:** See reports.

**Submitted by:** Kelly Weak

**Submitter's Email Address:** kweak@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Sales tax budgeted in 2020 is \$2.38 million, actual numbers are roughly \$2.8 million. Positive outcome for County's budget.

Reviewed by: GUNCOUNTY1\jguerra

Discharge Date: 2/18/2021

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/23/2021

Gunnison County, Colorado  
County Taxable Sales  
For the Year Ended 12/31/20

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	14,635,850	14,000,127	15,133,045	11,932,684	15,954,321	19,372,536	23,038,867	22,218,810	26,371,538	20,261,753	15,982,681	18,321,705	217,223,917
Crested Butte	10,471,137	9,450,851	6,444,115	5,175,176	5,488,622	10,999,031	17,679,453	15,578,385	15,561,932	10,587,353	8,350,809	13,913,764	129,700,628
Mt. Crested Butte	5,027,827	5,730,611	3,186,788	1,908,470	835,291	1,349,158	3,849,787	3,121,506	2,888,821	1,639,309	1,767,046	5,411,868	36,716,482
Marble	75,081	57,884	60,091	83,170	207,672	381,939	486,729	395,287	478,854	317,888	102,207	210,200	2,857,002
Pitkin	60,171	36,829	(13,486)	43,998	58,737	169,813	235,564	163,847	251,899	104,841	114,662	51,277	1,278,152
Unincorporated	7,645,916	8,584,311	6,106,643	6,353,506	7,390,112	10,634,557	12,475,812	11,308,379	11,386,336	8,997,474	8,990,856	12,563,534	112,437,436
<b>TOTAL TAXABLE SALES</b>	<b>37,915,982</b>	<b>37,860,613</b>	<b>30,917,196</b>	<b>25,497,004</b>	<b>29,934,755</b>	<b>42,907,034</b>	<b>57,766,212</b>	<b>52,786,214</b>	<b>56,939,380</b>	<b>41,908,618</b>	<b>35,308,261</b>	<b>50,472,348</b>	<b>500,213,617</b>
<b>Computed 1% Sales Tax</b>	<b>379,159.82</b>	<b>378,606.13</b>	<b>309,171.96</b>	<b>254,970.04</b>	<b>299,347.55</b>	<b>429,070.34</b>	<b>577,662.12</b>	<b>527,862.14</b>	<b>569,393.80</b>	<b>419,086.18</b>	<b>353,082.61</b>	<b>504,723.48</b>	<b>5,002,136.17</b>
<b>% Incr(Decr) of 2020 over 2019</b>	<b>15.90%</b>	<b>17.12%</b>	<b>-9.57%</b>	<b>-0.53%</b>	<b>9.50%</b>	<b>2.63%</b>	<b>2.32%</b>	<b>6.46%</b>	<b>28.78%</b>	<b>13.56%</b>	<b>11.42%</b>	<b>13.55%</b>	<b>9.38%</b>

For the Year Ended 12/31/19

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	13,649,414	13,445,873	14,376,018	12,832,324	15,741,067	19,359,716	25,406,908	22,846,120	19,773,003	20,468,225	14,157,064	16,599,175	208,654,907
Crested Butte	9,941,087	8,941,014	11,476,987	4,430,888	5,913,287	10,885,407	16,877,556	14,984,864	12,622,910	8,269,486	7,938,802	11,729,570	124,011,858
Mt. Crested Butte	4,739,411	5,328,765	4,283,781	4,104,714	1,134,162	2,445,252	4,609,193	3,315,427	2,944,148	1,339,780	2,181,652	5,264,304	41,690,589
Marble	84,855	85,760	94,324	102,272	251,745	361,119	400,000	296,567	416,368	268,792	88,488	161,248	2,611,538
Pitkin	36,122	498,927	32,549	396,671	135,007	198,028	(521,966)	195,936	163,241	149,745	97,237	103,804	1,485,301
Unincorporated	4,262,651	4,025,261	3,923,616	3,765,078	4,163,425	8,559,168	9,684,296	7,943,430	8,294,542	6,409,242	7,226,064	10,589,573	78,846,346
<b>TOTAL TAXABLE SALES</b>	<b>32,713,540</b>	<b>32,325,600</b>	<b>34,187,275</b>	<b>25,631,947</b>	<b>27,338,693</b>	<b>41,808,690</b>	<b>56,455,987</b>	<b>49,582,344</b>	<b>44,214,212</b>	<b>36,905,270</b>	<b>31,689,307</b>	<b>44,447,674</b>	<b>457,300,539</b>
<b>Computed 1% Sales Tax</b>	<b>327,135.40</b>	<b>323,256.00</b>	<b>341,872.75</b>	<b>256,319.47</b>	<b>273,386.93</b>	<b>418,086.90</b>	<b>564,559.87</b>	<b>495,823.44</b>	<b>442,142.12</b>	<b>369,052.70</b>	<b>316,893.07</b>	<b>444,476.74</b>	<b>4,573,005.39</b>
<b>% Incr(Decr) of 2019 over 2018</b>	<b>5.97%</b>	<b>12.08%</b>	<b>4.14%</b>	<b>10.19%</b>	<b>3.06%</b>	<b>7.08%</b>	<b>9.75%</b>	<b>14.85%</b>	<b>-14.75%</b>	<b>21.16%</b>	<b>32.76%</b>	<b>20.43%</b>	<b>9.12%</b>

	Y-T-D 2019 TOTAL	Y-T-D 2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated	78,846,346	112,437,436	33,591,090	42.60%
<b>TOTAL TAXABLE SALES</b>	<b>457,300,539</b>	<b>500,213,617</b>	<b>42,913,078</b>	<b>9.38%</b>
<b>TOTAL COUNTY REVENUE</b>	<b>2,502,978</b>	<b>2,869,287</b>	<b>366,309</b>	<b>14.63%</b>

	Y-T-D 2018 TOTAL	Y-T-D 2019 TOTAL	Difference	%
City of Gunnison	190,666,769	208,654,907	17,988,138	9.43%
Crested Butte	126,866,234	124,011,858	(2,854,376)	-2.25%
Mt. Crested Butte	40,815,057	41,690,589	875,532	2.15%
Marble	2,157,469	2,611,538	454,069	21.05%
Pitkin	1,069,451	1,485,301	415,850	38.88%
Unincorporated	57,515,834	78,846,346	21,330,512	37.09%
<b>TOTAL TAXABLE SALES</b>	<b>419,090,814</b>	<b>457,300,539</b>	<b>38,209,725</b>	<b>9.12%</b>
<b>TOTAL COUNTY REVENUE</b>	<b>2,224,261</b>	<b>2,502,978</b>	<b>278,717</b>	<b>12.53%</b>

**PREVIOUS YEARS FOR COMPARISON**

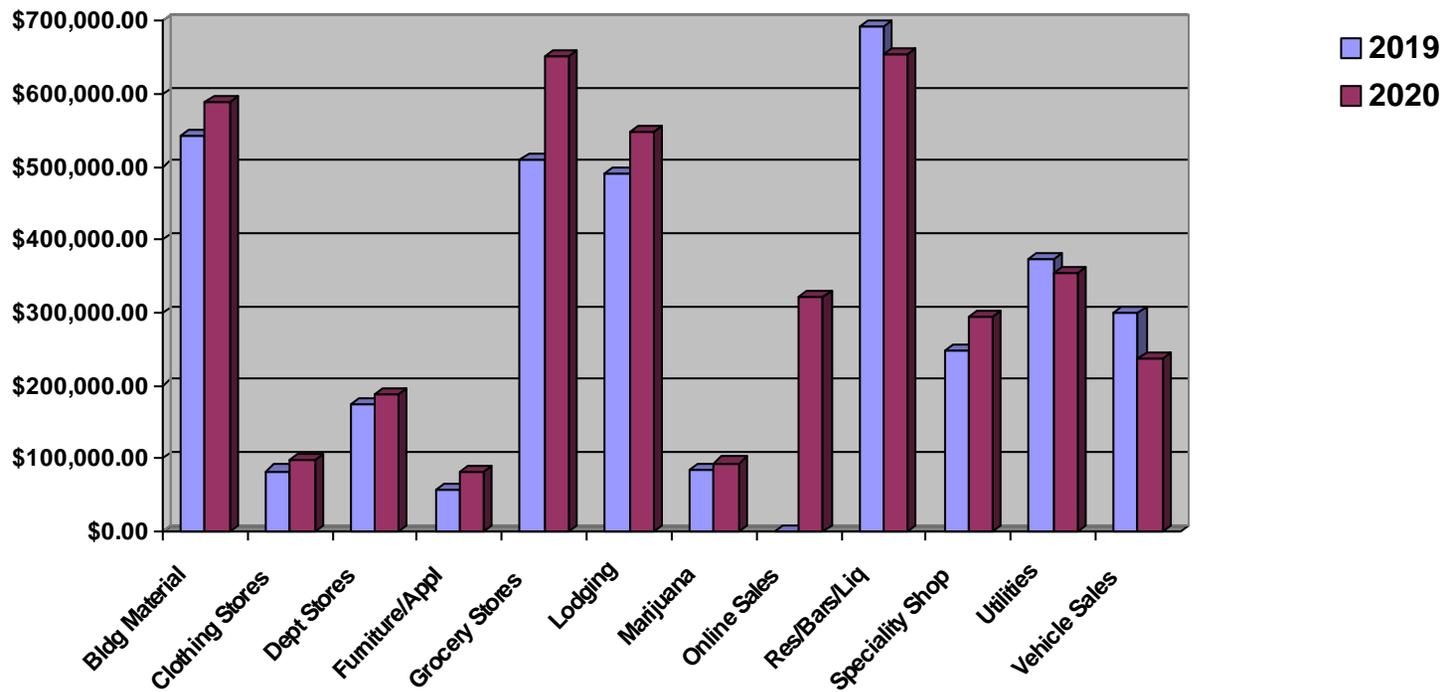
	2017 TOTAL	2018 TOTAL	Difference	%
City of Gunnison	175,996,491	190,666,769	14,670,278	8.34%
Crested Butte	108,890,946	126,866,234	17,975,288	16.51%
Mt. Crested Butte	38,963,525	40,815,057	1,851,532	4.75%
Marble	1,481,919	2,157,469	675,550	45.59%
Pitkin	941,177	1,069,451	128,274	13.63%
Unincorporated	48,058,750	57,515,834	9,457,084	19.68%
<b>TOTAL TAXABLE SALES</b>	<b>374,332,808</b>	<b>419,090,814</b>	<b>44,758,006</b>	<b>11.96%</b>

	2016 TOTAL	2017 TOTAL	Difference	%
City of Gunnison	162,404,270	175,996,491	13,592,221	8.37%
Crested Butte	96,948,829	108,890,946	11,942,117	12.32%
Mt. Crested Butte	35,999,808	38,963,525	2,963,717	8.23%
Marble	1,381,964	1,481,919	99,955	7.23%
Pitkin	856,715	941,177	84,462	9.86%
Unincorporated	53,265,429	48,058,750	(5,206,679)	-9.77%
<b>TOTAL TAXABLE SALES</b>	<b>350,857,015</b>	<b>374,332,808</b>	<b>23,475,793</b>	<b>6.69%</b>

**SALES TAX REVENUE COMPARISONS**

YEAR													<i>Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted</i>		
	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Total</i>	<i>Year to Date</i>	
2020	Current Month TOTAL COUNTY REVENUE												\$ 2,869,287.29	\$ 2,869,287.29	\$ 2,364,672.12
	% Change over previous year (monthly)												14.63%	121.34%	
2019	Current Month TOTAL COUNTY REVENUE												\$ 2,502,978.46	\$ 2,502,978.46	\$ 2,110,144.44
	% Change over previous year (monthly)												12.53%	118.62%	
2018	Current Month TOTAL COUNTY REVENUE												\$ 2,224,261.28	\$ 2,224,261.28	\$ 1,924,050.00
	% Change over previous year (monthly)												13.30%	115.60%	
2017	Current Month TOTAL COUNTY REVENUE												\$ 1,963,145.82	\$ 1,963,145.82	\$ 1,838,400.00
	% Change over previous year (monthly)												4.33%	106.79%	
2016	Current Month TOTAL COUNTY REVENUE												\$ 1,881,604.24	\$ 1,881,604.24	\$ 1,838,000.00
	% Change over previous year (monthly)												7.00%	102.37%	
2015	Current Month TOTAL COUNTY REVENUE												\$ 1,758,576.30	\$ 1,758,576.30	\$ 1,590,000.00
	% Change over previous year (monthly)												8.31%	110.60%	
2014	Current Month TOTAL COUNTY REVENUE												\$ 1,623,680.64	\$ 1,623,680.64	\$ 1,472,000.00
	% Change over previous year (monthly)												7.52%	110.30%	
2013	Current Month TOTAL COUNTY REVENUE												\$ 1,510,103.53	\$ 1,510,103.53	\$ 1,425,560.00
	% Change over previous year (monthly)												7.26%	105.93%	
2012	Current Month TOTAL COUNTY REVENUE												\$ 1,407,944.60	\$ 1,407,944.60	\$ 1,329,266.00
	% Change over previous year (monthly)												2.46%	105.92%	
2011	Current Month TOTAL COUNTY REVENUE												\$ 1,374,141.13	\$ 1,374,141.13	\$ 1,314,611.00
	% Change over previous year (monthly)												1.86%	104.53%	
2010	Current Month TOTAL COUNTY REVENUE												\$ 1,349,111.46	\$ 1,349,111.46	\$ 1,448,152.00
	% Change over previous year (monthly)												0.70%	93.16%	
2009	Current Month TOTAL COUNTY REVENUE												\$ 1,339,686.47	\$ 1,339,686.47	\$ 1,350,032.00
	% Change over previous year (monthly)												-4.95%	99.23%	
2008	Current Month TOTAL COUNTY REVENUE												\$ 1,409,424.30	\$ 1,409,424.30	\$ 1,480,000.00
															95.23%

# 2019/2020 YTD INDUSTRY COMPARISON AS OF DECEMBER



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Dec 2020

*Taxes by Industry*

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<b>Amusement &amp; Entertainment</b>	\$34,182.07
<b>Bldg Material &amp; Trades</b>	\$50,213.19
<b>Clothing Stores</b>	\$14,517.67
<b>Department Stores</b>	\$17,658.96
<b>Furniture &amp; Appliance Stores</b>	\$9,010.21
<b>Gas/Convenience Stores</b>	\$4,681.03
<b>Grocery Stores</b>	\$55,235.11
<b>Lodging</b>	\$62,005.86
<b>Manufacturing</b>	\$9,258.18
<b>Marijuana</b>	\$7,666.41
<b>Miscellaneous Services</b>	\$46,938.88
<b>Online Sales</b>	\$44,399.86
<b>Ranching &amp; Agriculture</b>	\$1,088.48
<b>Restaurant/Bars/Liquor Stores</b>	\$54,626.80
<b>Specialty Shops</b>	\$26,828.09
<b>Utilities</b>	\$37,489.14
<b>Vehicle Sales/Parts/Services</b>	\$28,923.54
<b><i>GRAND TOTAL:</i></b>	\$504,723.48

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# *Taxes by Industry and Jurisdiction*

## December 2020

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### **Amusement & Entertainment**

<i>Almont</i>	47.65
<i>Crested Butte</i>	15504.30
<i>Gunnison</i>	8596.35
<i>Marble</i>	32.39
<i>Mt. Crested Butte</i>	6940.64
<i>Ohio City</i>	25.38
<i>Parlin</i>	11.76
<i>Pitkin</i>	8.74
<i>Rem of Cnty</i>	3012.20
<i>Somerset</i>	2.66

*Grand Total By Industry:* \$34,182.07

### **Bldg Material & Trades**

<i>Almont</i>	9.31
<i>Crested Butte</i>	19100.69
<i>Gunnison</i>	21548.18
<i>Marble</i>	140.64
<i>Mt. Crested Butte</i>	210.14
<i>Ohio City</i>	2229.10
<i>Parlin</i>	2.90
<i>Pitkin</i>	52.99
<i>Rem of Cnty</i>	6554.39
<i>Somerset</i>	364.85

*Grand Total By Industry:* \$50,213.19

### **Clothing Stores**

<i>Almont</i>	19.61
<i>Crested Butte</i>	7252.96
<i>Gunnison</i>	3424.91
<i>Marble</i>	52.80
<i>Mt. Crested Butte</i>	2362.70
<i>Ohio City</i>	57.13
<i>Parlin</i>	3.04
<i>Pitkin</i>	4.27
<i>Powderhorn</i>	4.14
<i>Rem of Cnty</i>	1333.70
<i>Sapinero</i>	0.76

<i>Somerset</i>	1.49
<i>Tincup</i>	0.16

***Grand Total By Industry:*** \$14,517.67

**Department Stores**

<i>Almont</i>	81.70
<i>Crested Butte</i>	775.43
<i>Gunnison</i>	16223.81
<i>Marble</i>	21.36
<i>Mt. Crested Butte</i>	208.37
<i>Ohio City</i>	5.59
<i>Parlin</i>	30.20
<i>Pitkin</i>	11.78
<i>Powderhorn</i>	9.55
<i>Rem of Cnty</i>	263.90
<i>Somerset</i>	27.07
<i>Tincup</i>	0.20

***Grand Total By Industry:*** \$17,658.96

**Furniture & Appliance Stores**

<i>Almont</i>	50.77
<i>Crested Butte</i>	2115.91
<i>Gunnison</i>	1981.20
<i>Marble</i>	83.46
<i>Mt. Crested Butte</i>	1735.30
<i>Ohio City</i>	6.71
<i>Pitkin</i>	7.78
<i>Rem of Cnty</i>	2985.91
<i>Somerset</i>	41.76
<i>Tincup</i>	1.41

***Grand Total By Industry:*** \$9,010.21

**Gas/Convenience Stores**

<i>Almont</i>	3.23
<i>Crested Butte</i>	779.28
<i>Gunnison</i>	3063.68
<i>Mt. Crested Butte</i>	0.61
<i>Rem of Cnty</i>	371.34
<i>Somerset</i>	462.89

***Grand Total By Industry:*** \$4,681.03

**Grocery Stores**

<i>Crested Butte</i>	11870.13
<i>Gunnison</i>	42860.32
<i>Marble</i>	6.67

<i>Mt. Crested Butte</i>	288.59
<i>Ohio City</i>	1.36
<i>Pitkin</i>	1.11
<i>Powderhorn</i>	0.94
<i>Rem of Cnty</i>	197.89
<i>Somerset</i>	8.10

***Grand Total By Industry:*** \$55,235.11

**Lodging**

<i>Almont</i>	561.49
<i>Crested Butte</i>	18843.41
<i>Gunnison</i>	5286.95
<i>Marble</i>	864.36
<i>Mt. Crested Butte</i>	29517.64
<i>Ohio City</i>	28.15
<i>Parlin</i>	45.11
<i>Pitkin</i>	31.76
<i>Rem of Cnty</i>	6826.84
<i>Somerset</i>	0.15

***Grand Total By Industry:*** \$62,005.86

**Manufacturing**

<i>Almont</i>	11.85
<i>Crested Butte</i>	2477.37
<i>Gunnison</i>	3363.19
<i>Marble</i>	8.01
<i>Mt. Crested Butte</i>	415.90
<i>Ohio City</i>	7.34
<i>Parlin</i>	0.53
<i>Pitkin</i>	22.23
<i>Powderhorn</i>	0.23
<i>Rem of Cnty</i>	2624.81
<i>Somerset</i>	321.74
<i>Tincup</i>	4.98

***Grand Total By Industry:*** \$9,258.18

**Marijuana**

<i>Crested Butte</i>	3240.42
<i>Gunnison</i>	4425.65
<i>Mt. Crested Butte</i>	0.34

***Grand Total By Industry:*** \$7,666.41

**Miscellaneous Services**

<i>Almont</i>	97.33
<i>Crested Butte</i>	11826.31

<i>Gunnison</i>	16596.42
<i>Marble</i>	403.20
<i>Mt. Crested Butte</i>	1684.04
<i>Ohio City</i>	23.74
<i>Parlin</i>	0.87
<i>Pitkin</i>	129.64
<i>Powderhorn</i>	23.43
<i>Rem of Cnty</i>	7690.66
<i>Somerset</i>	8460.82
<i>Tincup</i>	2.42

***Grand Total By Industry:*** \$46,938.88

**Online Sales**

<i>Rem of Cnty</i>	44399.86
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***Grand Total By Industry:*** \$44,399.86

**Ranching & Agriculture**

<i>Crested Butte</i>	956.66
<i>Gunnison</i>	3.57
<i>Marble</i>	110.77
<i>Mt. Crested Butte</i>	1.12
<i>Rem of Cnty</i>	16.36

***Grand Total By Industry:*** \$1,088.48

**Restaurant/Bars/Liquor Stores**

<i>Crested Butte</i>	28192.12
<i>Gunnison</i>	20521.82
<i>Marble</i>	4.37
<i>Mt. Crested Butte</i>	3663.07
<i>Parlin</i>	0.01
<i>Pitkin</i>	2.62
<i>Rem of Cnty</i>	2228.03
<i>Sapinero</i>	0.01
<i>Tincup</i>	14.75

***Grand Total By Industry:*** \$54,626.80

**Specialty Shops**

<i>Almont</i>	47.46
<i>Crested Butte</i>	8762.27
<i>Gunnison</i>	10682.21
<i>Marble</i>	60.40
<i>Mt. Crested Butte</i>	812.37
<i>Ohio City</i>	33.30
<i>Parlin</i>	9.25
<i>Pitkin</i>	26.38

<i>Powderhorn</i>	7.67
<i>Rem of Cnty</i>	4419.31
<i>Sapinero</i>	0.32
<i>Somerset</i>	1965.29
<i>Tincup</i>	1.86

***Grand Total By Industry:*** \$26,828.09

**Utilities**

<i>Almont</i>	1755.10
<i>Crested Butte</i>	5236.61
<i>Gunnison</i>	8347.32
<i>Marble</i>	294.48
<i>Mt. Crested Butte</i>	6138.02
<i>Ohio City</i>	140.41
<i>Parlin</i>	3.22
<i>Pitkin</i>	211.04
<i>Powderhorn</i>	7.50
<i>Rem of Cnty</i>	15075.21
<i>Somerset</i>	280.13
<i>Tincup</i>	0.10

***Grand Total By Industry:*** \$37,489.14

**Vehicle Sales/Parts/Services**

<i>Almont</i>	16.12
<i>Crested Butte</i>	2203.77
<i>Gunnison</i>	16291.47
<i>Marble</i>	19.09
<i>Mt. Crested Butte</i>	139.83
<i>Pitkin</i>	2.43
<i>Rem of Cnty</i>	9583.87
<i>Somerset</i>	666.96

***Grand Total By Industry:*** \$28,923.54

\$504,723.48

**COMPARATIVE MARKETING DISTRICT TAX FIGURES**

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2020	Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
	Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
	Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
	Current Total Distribution	\$ 192,500.17	\$ 218,603.53	\$ 183,757.74	\$ 75,416.30	\$ 25,651.18	\$ 182,097.76	\$ 353,688.55	\$ 304,421.93	\$ 364,005.62	\$ 152,900.68	\$ 102,034.07	\$ 282,197.01	\$ 2,437,274.54	\$ 2,437,274.54
% Change over previous year (cumulative)		5.75%	14.23%	4.43%	-0.06%	-6.11%	-7.23%	-1.96%	1.44%	6.08%	8.70%	9.33%	11.38%	11.38%	
2019	Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
	Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
	Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
	Current Total Distribution	\$ 182,039.77	\$ 177,839.06	\$ 209,741.18	\$ 101,064.11	\$ 70,528.24	\$ 205,251.69	\$ 309,873.15	\$ 258,026.69	\$ 276,903.79	\$ 97,483.25	\$ 82,406.90	\$ 217,147.56	\$ 2,188,305.39	\$ 2,188,305.39
% Change over previous year (cumulative)		20.51%	18.14%	7.37%	14.17%	10.98%	1.14%	0.56%	1.54%	0.29%	0.63%	1.63%	2.63%	2.63%	
2018	Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
	Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
	Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
	Current Total Distribution	\$ 151,063.95	\$ 153,562.48	\$ 225,891.35	\$ 56,935.50	\$ 80,398.66	\$ 267,971.63	\$ 313,473.14	\$ 242,085.43	\$ 294,660.46	\$ 90,869.56	\$ 62,626.33	\$ 192,678.64	\$ 2,132,217.13	\$ 2,132,217.13
% Change over previous year (cumulative)		15.06%	8.18%	12.14%	-1.92%	1.85%	14.14%	14.88%	13.40%	14.18%	11.43%	12.48%	11.68%	11.68%	
2017	Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
	Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
	Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
	Current Total Distribution	\$ 131,290.57	\$ 150,312.93	\$ 191,482.05	\$ 125,862.00	\$ 56,778.43	\$ 164,148.89	\$ 267,632.86	\$ 227,618.97	\$ 249,060.13	\$ 120,135.29	\$ 40,050.89	\$ 184,856.73	\$ 1,909,229.74	\$ 1,909,229.74
% Change over previous year (cumulative)		-14.99%	-11.93%	-2.37%	1.95%	3.02%	6.33%	4.67%	6.62%	7.27%	10.32%	9.96%	10.28%	10.28%	
2016	Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
	Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
	Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
	Current Total Distribution	\$ 154,435.98	\$ 165,326.89	\$ 164,787.97	\$ 102,949.89	\$ 49,027.50	\$ 134,527.61	\$ 267,932.26	\$ 194,452.87	\$ 224,682.64	\$ 68,701.47	\$ 41,424.49	\$ 163,080.47	\$ 1,731,330.04	\$ 1,731,330.04
% Change over previous year (cumulative)		48.61%	40.79%	10.92%	24.08%	22.90%	18.62%	17.77%	13.06%	12.09%	11.70%	11.88%	14.85%	14.85%	
2015	Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
	Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
	Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
	Current Total Distribution	\$ 103,919.20	\$ 123,193.98	\$ 209,737.84	\$ 36,620.72	\$ 44,462.69	\$ 132,076.38	\$ 232,173.30	\$ 208,740.06	\$ 209,908.23	\$ 66,030.97	\$ 34,801.84	\$ 105,804.86	\$ 1,507,470.07	\$ 1,507,470.07
% Change over previous year (cumulative)		452.10%	608.71%	31.93%	39.95%	48.15%	17.49%	18.74%	20.42%	13.00%	13.44%	13.37%	8.87%	8.87%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
2014														
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	\$ 18,822.43	\$ 13,223.78	\$ 299,072.51	\$ 7,197.39	\$ 11,296.94	\$ 203,637.44	\$ 189,675.00	\$ 163,019.00	\$ 245,249.37	\$ 53,678.91	\$ 31,519.63	\$ 148,298.01	\$ 1,384,690.41	\$ 1,384,690.41
% Change over previous year (cumulative)	-0.02%	47.41%	8.74%	3.28%	6.57%	17.43%	48.17%	78.33%	20.71%	22.48%	25.45%	22.07%	22.07%	
2013														
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	\$ 18,826.17	\$ 2,913.03	\$ 282,752.41	\$ 23,069.78	\$ 506.20	\$ 143,063.95	\$ 30,278.41	\$ 6,613.42	\$ 445,635.11	\$ 30,094.86	\$ 1,818.05	\$ 148,729.79	\$ 1,134,301.18	\$ 1,134,301.18
% Change over previous year (cumulative)	-14.52%	-16.80%	14.02%	9.81%	5.99%	8.67%	6.42%	7.09%	6.98%	4.82%	4.27%	3.60%	3.60%	
2012														
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	\$ 22,024.18	\$ 4,105.20	\$ 240,916.14	\$ 31,264.57	\$ 11,212.58	\$ 124,039.29	\$ 37,597.70	\$ 3,224.91	\$ 417,049.63	\$ 47,078.59	\$ 6,705.78	\$ 149,706.29	\$ 1,094,924.86	\$ 1,094,924.86
% Change over previous year (cumulative)	16.10%	29.82%	-8.20%	-7.24%	-3.98%	-2.94%	3.28%	3.23%	8.23%	10.52%	11.11%	8.30%	8.30%	
2011														
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-	-	-	(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	\$ 18,970.25	\$ 1,157.08	\$ 270,776.54	\$ 30,677.16	\$ 755.04	\$ 124,352.57	\$ 9,516.75	\$ 3,335.87	\$ 364,114.09	\$ 25,538.63	\$ 1,529.81	\$ 160,325.77	\$ 1,011,049.56	\$ 1,011,049.56
% Change over previous year (cumulative)	28.17%	-5.25%	6.58%	12.59%	10.03%	7.31%	7.71%	4.24%	1.47%	1.67%	1.02%	2.83%	2.83%	
2010														
Current Month Net Collection	14,751.40	6,362.16	251,692.03	12,616.22	7,438.11	124,451.70	7,299.63	17,229.27	370,895.72	23,464.77	6,891.62	141,091.75		
Interest Credit	49.15	80.18	10.54	56.14	146.69	12.68	47.20	84.21	8.44	-	-	6.13		
Program Cost	-	-	-	-	(247.69)	(1,166.31)	(68.36)	-	-	-	-	-		
Current Total Distribution	\$ 14,800.55	\$ 6,442.34	\$ 251,702.57	\$ 12,672.36	\$ 7,337.11	\$ 123,298.07	\$ 7,278.47	\$ 17,313.48	\$ 370,904.16	\$ 23,464.77	\$ 6,891.62	\$ 141,097.88	\$ 983,203.38	\$ 983,203.38
% Change over previous year (cumulative)	-51.42%	-76.70%	-31.35%	-31.16%	-30.33%	-22.52%	-24.42%	-22.84%	-9.50%	-10.05%	-10.50%	-8.73%	-8.73%	
2009														
Current Month Net Collection	30,455.74	60,590.76	306,416.05	17,257.52	5,559.26	116,798.75	23,103.91	10,962.95	325,543.22	31,427.64	12,196.52	136,289.85		
Interest Credit	13.59	106.26	26.43	49.03	203.32	13.23	21.56	93.04	14.42	131.72	251.53	22.09		
Program Cost	-	-	-	-	(185.12)	(87.88)	(3.56)	(25.90)	-	-	(4.42)	-		
Current Total Distribution	\$ 30,469.33	\$ 60,697.02	\$ 306,442.48	\$ 17,306.55	\$ 5,577.46	\$ 116,724.10	\$ 23,121.91	\$ 11,030.09	\$ 325,557.64	\$ 31,559.36	\$ 12,443.63	\$ 136,311.94	\$ 1,077,241.51	\$ 1,077,241.51

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** Treasurer's Reports

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Present Monthly, Investment, Six and Twelve Month reports

**Fiscal Impact:**

**Submitted by:** Debbie Dunbar

**Submitter's Email Address:** ddunbar@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/23/2021

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**TREASURER'S MONTHLY REPORT FOR JANUARY 2021**

<b>FUNDS</b>	<b>BEGINNING BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>ENDING BALANCE</b>
<b>COUNTY FUNDS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-County General	9,904,624.74	419,760.20	(1,408,187.19)	8,916,197.75
Due from Tre-Road & Bridge	2,908,155.57	30,261.26	(11,328.96)	2,927,087.87
Due from Tre-Human Services	392,835.70	6,012.40	(89.07)	398,759.03
Due from Tre-Public Health Agency	128,838.95	14,338.35	(71,252.21)	71,925.09
Due from Tre-Conservation Trust	83,593.78	37.03	-	83,630.81
Due from Tre-Bond Fund	33,938.06	14.81	(500.00)	33,452.87
Due from Tre-Airport	1,834,750.21	62,532.14	(243,971.62)	1,653,310.73
Due from Tre-Sales Tax	1,794,475.21	33,273.47	(17.08)	1,827,731.60
Due from Tre-Land Preservation	893,478.18	44,138.22	-	937,616.40
Due from Tre-Mosquito	14,036.76	46,416.12	(24.61)	60,428.27
Due from Tre-Sage Grouse	165,660.44	3,799.26	-	169,459.70
Due from Tre-Risk Management	213,254.00	76,598.33	-	289,852.33
Due from Tre-Airport Construction	378,038.05	11,336.35	(7,296.44)	382,077.96
Due from Tre-Capital Projects	731,051.04	323.82	-	731,374.86
Due from Tre-Sewer	1,531,471.92	65,005.18	(125,374.65)	1,471,102.45
Due from Tre-Water	645,588.93	49,561.77	-	695,150.70
Due from Tre-Solid Waste	77,195.73	80,011.79	(101,643.75)	55,563.77
Due from Tre-Housing Authority	99,540.53	241,060.05	(13,948.46)	326,652.12
Due from Tre-Gunn Sr Housing	80,921.98	7,518.06	-	88,440.04
Due from Tre-Assisted Living	3,050.55	-	-	3,050.55
Due from Tre-Internal Service I	1,540,232.56	604.92	(174,568.61)	1,366,268.87
Due from Tre-Internal Service II	846,112.92	880.84	(30,099.75)	816,894.01
Due from Tre-Insurance Trust	2,015,599.56	5,056.77	(443,607.54)	1,577,048.79
Due from Tre-Local Marketing District	1,107,033.63	415.90	(168,113.32)	939,336.21
Due from Tre-Rural Trans Auth	4,058,823.38	63,163.21	(19.37)	4,121,967.22
Due from Tre-Public Trustee Agency	3,012.09	16,000.00	(5,334.01)	13,678.08
Due from Tre-Series 2010 Bond Reserve	241.47	0.11	-	241.58
Due from Tre-Terminal Construction	705,162.90	312.35	-	705,475.25
Due from Tre-Courthouse Renovation	69.19	-	-	69.19
Due from Tre-Series 2013 Bond Reserve	-	-	-	-
Due from Tre-Assessor Fees	-	28.81	(28.81)	-
Due from Tre-Treas Fees	-	25,725.90	(25,725.90)	-
Due from Tre-Health Claims	52,908.47	229,885.88	(266,084.15)	16,710.20
Due from Tre-Landfill Closure	1,026,397.37	2,878.09	-	1,029,275.46
Due from Tre-Landfill Cons Resv	710,430.64	9,315.80	-	719,746.44
Due from Tre-Payroll Clearing	19,793.60	749,337.96	(745,726.85)	23,404.71
Due from Tre-Sewer Reserve	96,160.00	-	-	96,160.00
Due from Tre-Water -Restricted	78,496.00	-	-	78,496.00
Due from Tre-Sr Housing Deposits	12,424.96	5.50	-	12,430.46
Due From Tre-Housing Authority Restricted D	8,900.00	-	-	8,900.00
Due from Tre-Accounts Payable Clearing	1,064,163.64	2,495,730.82	(3,077,289.05)	482,605.41
Due from Tre-Finance Revenue Clearing	-	1,469,608.97	(1,460,763.61)	8,845.36
Due from Tre-Water Resource	79,879.43	35.38	-	79,914.81
Due from Tre-Workforce Impact Fees	42,416.52	18.79	-	42,435.31
Due from Tre-Living Community	208.19	12,910.78	(420.97)	12,698.00
<b>COUNTY FUNDS TOTAL</b>	<b>35,382,966.85</b>	<b>6,273,915.39</b>	<b>(8,381,415.98)</b>	<b>33,275,466.26</b>
<b>CITIES AND TOWNS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Crested Butte General	7,205.92	13,016.21	(7,327.77)	12,894.36
Due from Tre-Crested Butte Street/Alley	139.91	19,537.44	(726.03)	18,951.32
Due from Tre-Gunnison City General	3,871.24	12,112.76	(4,052.85)	11,931.15
Due from Tre-Marble General	187.31	853.03	(200.91)	839.43
Due from Tre-Mt Crested Butte General	8,463.26	24,034.32	(10,345.48)	22,152.10
Due from Tre-Pitkin General	206.86	398.24	(211.70)	393.40
<b>CITIES AND TOWNS TOTAL</b>	<b>20,074.50</b>	<b>69,952.00</b>	<b>(22,864.74)</b>	<b>67,161.76</b>
<b>SCHOOLS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Gunn RE1J Gen	109,948.27	294,467.32	(113,496.75)	290,918.84
Due from Tre-Gunn RE1J Bond	1,326.59	80,073.41	(2,647.39)	78,752.61
Due from Tre-Delta 50J General	7,482.62	8,104.71	(7,484.08)	8,103.25
Due from Tre-Delta 50J Bond	-	126.70	-	126.70
Due from Tre-Montrose RE1J General	741.47	1,205.58	(742.62)	1,204.43

Due from Tre-Montrose RE1J Bond	-	70.75	-	70.75
Due from Tre-Reij 2014 Mill Override	706.36	40,031.15	(1,475.98)	39,261.53
<b>SCHOOLS TOTAL</b>	<b>120,205.31</b>	<b>424,079.62</b>	<b>(125,846.82)</b>	<b>418,438.11</b>
<b>IMPROVEMENT DISTRICTS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Library Dist	252.72	108.03	(360.75)	-
Due from Tre-CO River Water CD	981.86	6,324.68	(1,225.42)	6,081.12
Due from Tre-Reserve MD2	748.57	1,909.99	(783.29)	1,875.27
Due from Tre-Mt Crested Butte DDA	528.10	11,915.01	(885.55)	11,557.56
Due from Tre-Bostwick Park Water CD	14.18	15.49	(14.22)	15.45
Due from Tre-Crawford Water CD	-	-	-	-
Due from Tre-Crested Butte South MD	1,868.00	8,893.43	(2,282.29)	8,479.14
Due from Tre-Mt CB Water/San	8,729.04	26,064.80	(10,823.85)	23,969.99
Due from Tre-East River Regional SD	506.14	1,521.29	(536.52)	1,490.91
Due from Tre-Cemetery	990.81	3,845.85	(1,076.46)	3,760.20
Due from Tre-Gunn Co Metro Rec Dist	3,788.11	13,966.36	(4,260.47)	13,494.00
Due from Tre-N Fork Water CD	140.34	155.48	(140.77)	155.05
Due from Tre-Skyland MD	3,899.64	8,832.90	(4,047.01)	8,685.53
Due from Tre-Upper Gunn Water CD	7,242.89	27,054.43	(8,163.17)	26,134.15
Due from Tre-Crested Butte Fire PD	17,508.05	64,950.40	(20,223.82)	62,234.63
Due from Tre-Gunn Co Fire PD	3,967.52	11,992.47	(4,207.62)	11,752.37
Due from Tre-Carbondale & Rural Fire PD	1,233.93	5,008.48	(1,460.74)	4,781.67
Due from Tre-Ragged Mt Fire PD	828.36	885.92	(829.95)	884.33
Due from Tre-Arrowhead Fire PD	263.20	772.55	(278.44)	757.31
Due From Tre-Library General Fund	7,339.30	26,938.13	(7,573.95)	26,703.48
Due From Tre-Reserve MD#2 BOND 2016A	3,106.48	7,194.35	(3,228.61)	7,072.22
Due From Tre-North Fork Ambulance Health S	1,549.06	2,174.36	(1,567.57)	2,155.85
Due From Tre-Reserve MD #2 BOND 2016B	389.35	990.87	(389.35)	990.87
Due From Tre-Reserve MD #2 BOND 2016C	328.81	823.86	(328.81)	823.86
<b>IMPROVEMENT DISTRICTS TOTAL</b>	<b>66,204.46</b>	<b>232,339.13</b>	<b>(74,688.63)</b>	<b>223,854.96</b>
<b>MISC CONTROL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Due from Tre-Clerk & Recorder	491,659.85	392,611.90	(482,940.40)	401,331.35
Due from Tre-Clerk Sales Tax	88.00	49,082.42	(26,203.62)	22,966.80
Due from Tre-SOT	-	254,683.94	(254,683.94)	-
Due from Tre-State Auto	-	187,861.28	(187,861.28)	-
Due from Tre-Clerk ST Domestic Abuse	160.00	160.00	-	320.00
Due from Tre-Clerk State Registrar	-	24.00	-	24.00
Due from Tre-Clerk State Specific	-	-	-	-
Due from Tre- State Tech 2.00 Surcharge	-	1,726.00	(1,726.00)	-
Due from Tre-Range Improvement Dist 3	-	-	-	-
Due from Tre-Sheriff Commissary	14,808.10	96.35	(0.96)	14,903.49
Due from Tre-Inmate Trust	21,115.65	8,594.17	(16,875.73)	12,834.09
Due from Tre-Investment Interest	-	29,204.50	(29,204.50)	-
Due from Tre-Treas Deed	3,563.56	675.00	(1,669.30)	2,569.26
Due from Tre-Unused Remittances	144,605.68	17,614.10	(159,815.76)	2,404.02
Due from Tre-Elected Official Fees Clrg	28,274.89	56,029.59	(60,843.97)	23,460.51
Due from Tre-GV Regional Housing Authority	-	-	-	-
<b>MISC CONTROL TOTAL</b>	<b>704,275.73</b>	<b>998,363.25</b>	<b>(1,221,825.46)</b>	<b>480,813.52</b>
<b>GRAND TOTALS</b>	<b>36,293,726.85</b>	<b>7,998,649.39</b>	<b>(9,826,641.63)</b>	<b>34,465,734.61</b>

TO THE HONORABLE JONATHAN HOUCK , CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, IN THE STATE OF COLORADO:

The preceding is a full and accurate account of all moneys, received and disbursed, and all payments received in account thereof of every name and descriptions whatsoever in the office of the County Treasurer, within and for the aforesaid county for the month of January 2021.

\_\_\_\_\_  
Debbie Dunbar  
Gunnison County Treasurer

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jonathan Houck  
Chairman of the Board of County Commissioners

Date Accepted: \_\_\_\_\_

Gunnison County Treasurer						
Investment Report						
31-Jan-21						
CASH AND CHECKING	GL#	BALANCE	RATE		TYPE	MATURITY/LENGTH
Cash on Hand	1100	99,238.08			Cash	N/A
Bank of the West	1101	523,128.55	0.00%		Chkg	N/A
Bank of the West CC	1103	582,361.97	0.00%		Chkg	N/A
Bank of the West MM	1104	4,379,728.63	0.33%		MMA	Mo
Wells Fargo Warrant Clearing	1145	745,406.69	0.00%		Chkg	N/A
Wells Fargo Revenue Clearing	1147	2,943,790.02	0.03%		Chkg	Mo
Colotrust Plus	1118	510,581.81	0.10%		Pool	Mo
C-Safe	1121	1,659,468.65	0.17%		Pool	Mo
Community Banks of Colorado MM	1320	1,014,700.52	0.25%		MMA	Mo
Gunnison Bank and Trust	1102	154,161.68	0.00%		MMA	Mo
Solera Savings	1161	1,026,123.06	0.20%		MMA	Quarterly
Investment Clearing	1199	1,510,584.60	0.08%		MMA	Mo
<b>TOTAL CASH AND CHECKING</b>		<b>15,149,274.26</b>		<b>43.94%</b>		
INVESTMENTS						
Ally Bank CJX2	1313	252,658.70	2.45%		CD	SA/Mat 5/23/22 3 yrs
Alma Bank OBQ9	1282	250,892.25	1.65%		CD	M/MAT 8/12/22 30 MO
AXOS Bank DAH1	1275	252,590.07	1.55%		CD	M/Mat 3/27/23 3 yrs
Bank Campaign ABR1	1277	249,912.25	1.05%		CD	M/Mat 3/31/23 3 yrs
Bank Hapoalim A2C3	1252	245,884.45	0.30%		CD	SA/ Mat 8/21/23
Bank Midwest 7928	1302	249,790.59	1.95%		CD	A/Mat 11/22/21 27 mo
Bank Midwest 8479	1303	250,708.55	0.60%		CD	A/Mat 5/22/24 42 mo
Bank of Baroda HMT7	1260	248,162.95	0.65%		CD	SA/Mat 7/22/25 5 yrs
Bank of New England KAL2	1326	256,282.25	3.15%		CD	SA/Mat 7/29/22 4 yrs
Bankwell BC13	1261	246,506.75	0.40%		CD	SA/Mat 7/28/23 3 yrs
Barclays Bank KKR7	1344	252,925.75	2.25%		CD	SA/MAT 7/26/22 5yrs
Beneficial Bank QBR6	1370	247,178.05	1.50%		CD	SA/Mat 9/13/21 4 yrs
BMO Harris Bank XANO	1259	245,311.15	0.55%		CD	Qtrly/Mat 7/29/24 yrs
BMW Bank AKJ2	1343	248,162.95	2.10%		CD	SA/Mat 9/15/21 4yr
Cadence Bank RGA6	1272	251,345.50	1.30%		CD	SA/Mat 4/17/23 3yrs
Capital One Bank RPN5	1271	256,524.80	1.45%		CD	SA/Mat 4/15/25 5 yrs
Cathay Bank 9MQ5	1328	262,368.05	3.15%		CD	SA/Mat 6/8/2023 5 yrs
Celtic Bank RRH2	1306	258,955.20	1.85%		CD	SA/Mat 8/30/24 5 yr
CIT Bank LBA3	1305	251,962.90	1.90%		CD	SA/Mat 8/23/22
Citibank QK40	1330	261,424.80	3.10%		CD	SA/MAT 5/4/23
Commercial Bank 2HE3	1368	245,414.05	1.35%		CD	SA/Mat 3/15/21 4 yrs 6 mo
Community Banks of Colorado	1357	262,587.35	1.70%		CD	ANNUAL/MAT 5/14/20 27 mo
East Boston Savings PDL2	1254	245,735.00	0.30%		CD	SA/ Mat 2/12/24
Enerbank TQJ2	1257	245,923.65	0.30%		CD	SA/Mat 7/24/23 3 yrs
Enterprise Bank RJC1	1369	247,185.40	1.40%		CD	M/Mat 9/23/21 4 yrs
Everbank DH52	1385					MATURED
FFCB L6U3	1251	250,015.00	0.28%		CD	SA/Mat 9/14/23 3 yrs callable
FFCB LQE7	1281	500,565.00	1.64%		AG	SA/Mat 3/3/25 5 yrs
FFCB MHL9	1247	500,310.00	0.31%		AG	SA/Mat 11/30/23 3 yrs callable
FFCB MJT0	1245	488,485.90	0.60%		AG	SA/Mat 12/9/25 5 yrs callable
FHLMC B3F5	1246	299,040.00	0.60%		AG	SA/Mat 11/20/25 5 yrs callable
FHLMC UT91	1286					CALLED
FHLMC XAP9	1248	500,995.00	0.60%		AG	SA/Mat 11/12/25 5 yrs callable
First Oklahoma Bank 7BX5	1270	245,095.55	0.95%		CD	M/Mat 5/15/25 5 yrs Callable
Firststier Bank LAH1	1304	255,934.35	1.90%		CD	SA/Mat 8/23/23 4 yrs
Flagstar Bank E3X3	1256	247,160.90	0.50%		CD	SA/Mat 7/31/24 yrs
Goldman Sachs P6U6	1399	258,886.60	2.65%		CD	SA/Mat 5/1/23 4yrs
Gunnison Savings and Loan 6020	1106	500,000.00	1.71%		CD	M/Mat 1/17/22 - 5 yrs
Gunnison Savings and Loan 8721	1335	500,000.00	2.70%		CD	M/AT 2/14/23
Gunnison Bank and Trust	1283	245,000.00	2.00%		CD	Qtrly/Mat 1/27/25
Jonesboro Bank PGT6	1267	245,075.95	0.75%		CD	M/Mat 5/15/25 5 yrs Callable
JP Morgan UNC9	1250	245,139.65	0.40%		CD	SA/Mat 9/30/25 5yrs callable
Leader Bank UHF2	1249	245,080.85	0.25%		CD	SA/Mat 10/2/23 callable
Legacy Bank 9156	1402	216,834.11	1.01%		CD	Q/Mat 6/21/22 - 25 mo
Live Oak Bank AHN7	1284	258,656.30	1.85%		CD	SA/Mat 7/24/24
Luana Savings PHA5	1253	245,732.55	0.30%		CD	SA/ Mat 2/14/24
M Y Safra Bank JB10	1258	245,338.10	0.30%		CD	SA/Mat 2/14/24 4 yrs
Marlin Business Bank	1291	255,559.50	1.70%		CD	SA/ Mat 12/4/23 4 yrs
Medallion Bank dgb1	1487	252,359.80	1.60%		CD	SA/MAT 2/6/23 3 yr
Merrick Bank KEW2	1285	256,397.40	1.75%		CD	SA/Mat 1/31/24
Morgan Stanley RRB8	1338	260,398.25	1.90%		CD	SA/Mat 1/2/25
Morgan Stanley Private Bank AYA1	1316	258,991.95	2.75%		CD	SA/Mat 4/4/23 4 yr
Nicolet NB 7DG7	1276	245,396.90	1.05%		CD	M/Mat 3/31/23 3 yrs
Northern Bank & Trust QCJ5	1367	248,528.00	1.25%		CD	SA/Mat 4/18/22 2 yrs
Pacific Western Bank YRK7	1273	252,761.60	1.20%		CD	SA/Mat 4/30/24 4 yrs
Park State Bank VAB7	1265	245,308.70	0.90%		CD	M/Mat 5/22/25 5 yrs callable
Pinnacle Bank SKU4	1269	248,148.25	0.70%		CD	M/Mat 5/8/23 3 yrs
Raymond James Bank	1293	259,628.95	1.85%		CD	SA/Mat 11/26/24 5 yrs
Redstone Bank 0776	1449	258,159.45	0.40%		CD	SA/Mat 11/8/23 - 3 yrs
Sallie Mae OTT2	1472	252,460.25	1.85%		CD	SA/Mat 10/24/22 3 yrs
Security Federal LCY6	1262	245,142.10	0.55%		CD	SA/Mat 7/10/24 callable 4yrs
State Bank of India NY 5K14	1333	259,687.75	2.90%		CD	SA/Mat 3/29/23 5 yrs
Stockmens Bank	1372	245,000.00	1.40%		CD	Q/Mat 7/20/21 - 5yrs
Synchrony Bank WLVB	1381	245,423.85	1.70%		CD	SA/Mat 3/4/21 - 5 yrs
Texas Capital Bank PLY3	1255	245,926.10	0.30%		CD	SA/Mat 2/7/23
Texas Exchange Bank THU7	1263	245,127.40	1.00%		CD	M/Mat 6/19/25 callable 5 yrs
Townebank PCQ0	1274	248,305.05	1.15%		CD	SA/Mat 4/29/22 4 yrs
Toyota Financial Savings MJS1	1264	249,816.70	0.80%		CD	SA/Mat 6/30/25 5 yrs
UBS Bank JEE6	1324	250,421.85	3.10%		CD	M/Mat 10/18/21 5 yrs
Verus Bank LBT0	1364	251,631.93	1.35%		CD	M/Mat 10/25/21 5 yr
Wells Fargo Bank 3A48	1488	264,595.10	2.75%		CD	M/5/3/24 5 yrs
Western States Bank	1309	500,000.00	2.72%		CD	Q/Mat 7/14/24 5 yr
<b>TOTAL INVESTMENTS</b>		<b>19,324,916.05</b>		<b>56.06%</b>		
Cash per Treasurer's Ledger		34,474,190.31		100.00%		
Plus Pending Disbursements		(8,455.70)				
<b>Total Due to All Funds</b>		<b>34,465,734.61</b>				

GUNNISON COUNTY TREASURER'S SIX MONTH REPORT  
FOR THE SIX MONTHS ENDING DECEMBER 31, 2020

	BEGINNING BALANCE 7/1/2020	CURRENT TAX	DELINQUENT TAX	OTHER REVENUE	DISBURSEMENTS	TREASURER'S FEES	OTHER EXPENSES	ENDING BALANCE 12/31/2020
COUNTY FUNDS	\$	\$	\$	\$	\$	\$	\$	\$
General Fund	12,994,636.91	595,281.88	(444.39)	2,403,681.77	2,437,362.49	33,951.32	3,617,217.62	9,904,624.74
Road and Bridge	3,544,895.94	-	-	670,480.17	-	1,164.75	1,306,055.79	2,908,155.57
Human Services	451,352.75	22,924.24	(16.10)	185,865.65	-	-	267,290.84	392,835.70
Public Health Agency	56,507.03	-	-	379,904.72	-	1,927.48	305,645.32	128,838.95
Conservation Trust	61,705.85	-	-	21,887.93	-	-	-	83,593.78
Bond Fund	2,081.56	-	-	33,356.50	-	-	1,500.00	33,938.06
Airport	1,163,082.48	-	-	750,770.35	-	2,249.75	76,852.87	1,834,750.21
Sales Tax	1,531,033.70	-	-	908,322.43	-	162.83	644,718.09	1,794,475.21
Land Preservation	614,715.04	-	-	482,766.75	-	-	204,003.61	893,478.18
Mosquito	48,697.98	-	-	10,180.14	-	191.82	44,649.54	14,036.76
Sage Grouse	132,172.42	-	-	33,488.02	-	-	-	165,660.44
Risk Management	192,142.95	-	-	24,094.40	-	232.74	2,750.61	213,254.00
Airport Const	478,380.10	-	-	40,935.75	-	-	141,277.80	378,038.05
Capital Projects/Expenditures	929,766.52	-	-	302,789.52	-	-	501,505.00	731,051.04
Sewer	1,511,917.20	-	-	568,306.39	-	6,312.18	542,439.49	1,531,471.92
Water	612,353.65	-	-	185,571.46	-	14.02	152,322.16	645,588.93
Solid Waste	221,611.19	-	-	593,560.69	-	5,928.14	732,048.01	77,195.73
Housing Authority	106,306.55	-	-	10,196.34	-	118.94	16,843.42	99,540.53
Gunn Sr Housing	36,974.55	-	-	43,947.43	-	-	-	80,921.98
Assisted Living	3,050.55	-	-	-	-	-	-	3,050.55
ISF 1	1,132,237.07	-	-	461,392.34	-	55.52	53,341.33	1,540,232.56
ISF II	842,377.44	-	-	52,003.13	-	44.31	48,223.34	846,112.92
Insurance Trust	2,317,749.06	-	-	332,088.18	-	-	634,237.68	2,015,599.56
Local Marketing District	766,572.83	-	-	527,208.54	-	-	186,747.74	1,107,033.63
Rural Trans Auth	2,495,158.18	-	-	2,003,185.23	-	216.44	439,303.59	4,058,823.38
Public Trustee Agency	2,006.66	-	-	24,982.27	-	100.00	23,876.84	3,012.09
Series 2010 Bond Reserve	240.47	-	-	1.00	-	-	-	241.47
Terminal Construction	702,241.40	-	-	2,921.50	-	-	-	705,162.90
Courthouse Renovation	69.19	-	-	-	-	-	-	69.19
Assessor Fees	-	-	-	1,373.89	-	-	1,373.89	-
Treas Fees	-	-	-	111,298.33	-	-	111,298.33	-
Health Claims	168,749.79	-	-	1,521,197.73	1,637,039.05	-	-	52,908.47
Landfill Closure	992,304.21	-	-	34,093.16	-	-	-	1,026,397.37
Landfill Cons Resv	596,663.41	-	-	113,767.23	-	-	-	710,430.64
Payroll Clearing	22,038.74	-	-	4,171,347.89	4,173,593.03	-	-	19,793.60
Sewer Reserve	96,160.00	-	-	-	-	-	-	96,160.00
Water -Restricted	78,496.00	-	-	-	-	-	-	78,496.00
Sr Housing Deposits	12,283.72	-	-	141.24	-	-	-	12,424.96
Housing Authority Restricted Deposits	8,900.00	-	-	60.00	-	-	60.00	8,900.00
Accts Payable Clearing	641,466.49	-	-	12,634,569.59	12,211,872.44	-	-	1,064,163.64
Finance Revenue Clearing	-	-	-	14,643,184.94	-	-	14,643,184.94	-
Wate Resource	88,091.14	-	-	333.29	-	-	8,545.00	79,879.43
Workforce Impace Fees	42,240.78	-	-	175.74	-	-	-	42,416.52
Living Community	152,297.49	54,826.19	(40.93)	1,958.87	208,128.74	-	704.69	208.19
COUNTY FUNDS TOTAL	35,851,728.99	673,032.31	(501.42)	44,287,390.50	20,667,995.75	52,670.24	24,708,017.54	35,382,966.85
CITIES AND TOWNS								
Crested Butte General	60,633.81	18,547.80	41.32	47,348.78	118,931.19	434.60	-	7,205.92
Crested Butte Street/Alley	179,282.86	64,401.94	115.45	2,269.51	243,907.05	2,022.80	-	139.91
Gunnison City General	81,774.02	44,595.85	(402.19)	27,881.91	148,907.03	1,071.32	-	3,871.24
Marble General	5,184.53	2,393.69	-	1,496.90	8,832.68	55.13	-	187.31
Mt Crested Butte General	206,898.66	65,533.12	1,370.89	48,287.57	305,921.36	1,296.60	6,409.02	8,463.26
Pitkin General	2,653.54	1,560.57	-	1,449.83	5,418.79	38.29	-	206.86
CITIES AND TOWNS TOTAL	536,427.42	197,032.97	1,125.47	128,734.50	831,918.10	4,918.74	6,409.02	20,074.50
SCHOOLS								
RE1J General	312,726.69	830,885.45	(566.62)	1,386,043.56	2,406,098.51	2,187.75	10,854.55	109,948.27
RE1J Bond	76,622.99	358,704.46	(236.26)	12,797.49	441,879.62	-	4,682.47	1,326.59
50J General	8,707.63	11,355.77	12.27	50,679.50	63,242.77	29.78	-	7,482.62
50J Bond	7.53	2,466.87	3.00	121.52	2,598.92	-	-	-
Montrose RE1J General	1,576.61	9,680.13	-	5,074.33	15,564.58	25.02	-	741.47
Montrose RE1J Bond	114.53	1,541.90	-	53.22	1,709.65	-	-	-
RE1J 2014 Mill Override	37,605.04	176,512.77	(179.80)	6,254.63	216,699.06	465.41	2,321.81	706.36
SCHOOLS TOTAL	437,361.02	1,391,147.35	(967.41)	1,461,024.25	3,147,793.11	2,707.96	17,858.83	120,205.31
IMPROVEMENT DISTRICTS								
Library Dist	183,364.17	68,050.91	(50.27)	2,431.81	250,516.12	2,152.24	875.54	252.72
CO River Water CD	31,736.42	11,341.12	(7.71)	6,418.98	48,003.00	358.41	145.54	981.86
Reserve MD2	26,281.75	7,069.35	(78.56)	5,038.63	37,345.29	217.31	-	748.57
Mt Crested Butte DDA	173,646.33	44,055.27	-	3,750.99	219,490.23	1,434.26	-	528.10
Bostwick Park Water CD	268.38	378.58	-	102.18	723.28	11.68	-	14.18
Crawford Water CD	-	-	-	-	-	-	-	-
Crested Butte South MD	77,648.65	23,591.80	-	12,648.88	111,292.33	729.00	-	1,868.00
Mt CB Water/San	219,476.00	71,331.65	1,601.38	48,151.32	323,399.18	2,077.33	6,354.80	8,729.04
East River Regional SD	14,943.44	5,604.45	1.76	3,436.17	23,305.46	174.22	-	506.14
Cemetery	33,309.56	14,930.05	(138.00)	6,841.62	53,472.43	479.99	-	990.81
Gunnison Co Metro Rec Dist	117,367.20	46,174.52	(45.60)	24,768.23	182,400.46	1,458.36	617.42	3,788.11
North Fork Water CD	7,863.96	269.69	-	910.46	8,895.27	8.50	-	140.34
Skyland MD	100,907.14	31,937.72	-	27,056.17	154,904.64	1,096.75	-	3,899.64
Upper Gunn Water CD	226,309.61	87,464.92	(71.91)	47,295.82	349,785.72	2,764.86	1,204.97	7,242.89
Crested Butte Fire PD	532,075.25	175,717.11	1,119.42	109,816.29	791,013.48	5,481.80	4,724.74	17,508.05
Gunnison CO Fire PD	117,337.02	48,971.87	(342.41)	27,086.78	187,509.66	1,576.08	-	3,967.52
Carbonale & Rural Fire PD	35,394.36	13,791.33	(1.22)	8,422.34	55,943.12	429.76	-	1,233.93
Ragged Mtn Fire PD	48,623.85	1,601.43	-	5,374.90	54,721.40	50.42	-	828.36
Arrowhead Fire PD	5,968.15	3,683.04	-	1,821.37	11,094.69	114.67	-	263.20
Library General Fund	219,795.31	78,524.16	(101.89)	44,410.97	331,873.80	2,450.15	965.30	7,339.30
Reserve Metro District #2 Bond 2016A	133,538.65	24,983.09	-	20,753.92	175,401.16	768.02	-	3,106.48
North Fork Ambulance Health Service District	82,617.93	3,071.98	3.18	10,048.01	94,095.44	96.60	-	1,549.06
Reserve Metro District #2 Bond 2016B	13,671.67	3,677.48	-	2,620.77	19,467.54	113.03	-	389.35
Reserve Metro District #2 Bond 2016C	11,542.83	3,104.84	-	2,213.21	16,436.62	95.45	-	328.81
IMPROVEMENT DISTRICTS TOTAL	2,413,687.63	769,326.36	1,888.17	421,419.82	3,501,090.32	24,138.89	14,888.31	66,204.46
MISC CONTROL								
Clerk and Recorder	567,626.02	-	-	3,381,065.50	3,171.79	-	3,453,859.88	491,659.85
Clerk Sales Tax	0.90	-	-	358,932.61	342,564.06	-	16,281.45	88.00
State Auto	-	-	-	1,619,446.01	-	-	1,619,446.01	-
Clerk ST Domestic Abuse	-	-	-	1,484,485.18	1,484,485.18	-	-	-
Clerk State Registrar	-	-	-	2,980.00	2,820.00	-	-	160.00
State Tech 2.00 Surcharge	-	-	-	447.00	447.00	-	-	-
Range Improvement Dist 3	-	-	-	8,812.00	8,812.00	-	-	-
Sheriff Commissary	-	-	-	-	-	-	-	-
Inmate Trust	14,382.86	-	-	429.54	-	4.30	-	14,808.10
Investment Interest	13,457.14	-	-	42,321.44	34,662.93	-	-	21,115.65
Treas Deed	-	-	-	152,060.26	-	-	152,060.26	-
Unused Remittance	2,463.71	-	-	6,989.52	4,758.97	-	1,130.70	3,563.56
Elected Official Fees	680,033.06	-	-	147,838.92	-	-	683,266.30	144,605.68
GV Regional Housing Authority	22,778.06	-	-	353,265.95	-	-	347,769.12	28,274.89
MISC CONTROL TOTAL	1,300,741.75	0.00	0.00	7,559,073.93	1,881,721.93	4.30	6,273,813.72	704,275.73
GRAND TOTALS	40,539,946.81	3,030,538.99	1,544.81	53,857,643.00	30,030,519.21	84,440.13	31,020,987.42	36,293,726.85

I, Debbie Dunbar, Treasurer for the County of Gunnison, State of Colorado, hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursement of my office to the best of my knowledge and belief.

GUNNISON COUNTY TREASURER'S TWELVE MONTH REPORT								
ENDING DECEMBER 31, 2020								
	BEGINNING BALANCE 1/1/2020	CURRENT TAX	DELINQUENT TAX	OTHER REVENUE	DISBURSEMENTS	TREASURER'S FEES	OTHER EXPENSES	ENDING BALANCE 12/31/2020
COUNTY FUNDS	\$	\$	\$	\$	\$	\$	\$	\$
General Fund	8,279,963.16	8,848,541.57	2,662.00	5,239,431.53	4,849,579.45	291,685.36	7,324,708.71	9,904,624.74
Road and Bridge	3,271,954.04	-	-	1,607,556.72	-	2,897.07	1,968,458.12	2,908,155.57
Human Services	276,538.70	340,775.07	104.85	305,709.16	-	-	530,292.08	392,835.70
Public Health Agency	81,900.54	-	-	610,947.95	-	3,843.08	560,166.46	128,838.95
Conservation Trust	80,304.31	-	-	53,680.92	-	208.76	50,182.69	83,593.78
Bond Fund	150,590.91	-	-	33,573.27	-	-	150,226.12	33,938.06
Airport	1,128,048.45	-	-	1,165,690.71	-	5,971.28	453,017.67	1,834,750.21
Sales Tax	923,952.76	-	-	1,700,308.35	-	238.37	829,547.53	1,794,475.21
Land Preservation	1,074,483.59	-	-	718,383.81	-	-	899,389.22	893,478.18
Mosquito	13,390.34	-	-	92,057.87	-	2,192.68	89,218.77	14,036.76
Sage Grouse	127,816.71	-	-	54,268.90	-	-	16,425.17	165,660.44
Risk Management	233,101.41	-	-	91,620.20	-	336.33	111,131.28	213,254.00
Airport Const	418,133.47	-	-	211,038.83	-	-	251,134.25	378,038.05
Capital Projects/Expenditures	718,289.51	-	-	514,267.31	-	-	501,505.78	731,051.04
Sewer	1,302,122.47	-	-	1,138,312.39	-	11,839.49	897,123.45	1,531,471.92
Water	658,603.04	-	-	245,075.41	-	18.23	258,071.29	645,588.93
Solid Waste	282,092.79	-	-	1,130,826.79	-	11,265.72	1,324,458.13	77,195.73
Housing Authority	285,778.89	-	-	42,767.60	-	273.67	228,732.29	99,540.53
Gunn Sr Housing	79,465.45	-	-	69,327.53	-	-	67,871.00	80,921.98
Assisted Living	3,050.55	-	-	-	-	-	-	3,050.55
ISF I	1,266,224.97	-	-	716,961.26	-	77.87	442,875.80	1,540,232.56
ISF II	828,270.53	-	-	115,227.96	-	158.61	97,226.96	846,112.92
Insurance Trust	2,438,722.15	-	-	744,008.00	-	-	1,167,130.59	2,015,599.56
Local Marketing District	1,036,811.85	-	-	738,789.56	-	21.48	668,546.30	1,107,033.63
Rural Trans Auth	4,022,913.37	-	-	2,181,215.30	-	333.78	2,144,971.51	4,058,823.38
Public Trustee Agency	6,475.30	-	-	44,620.14	-	195.00	47,888.35	3,012.09
Series 2010 Bond Reserve	236.86	-	-	4.61	-	-	-	241.47
Terminal Construction	691,708.09	-	-	13,454.81	-	-	-	705,162.90
Courthouse Renovation	69.19	-	-	-	-	-	-	69.19
Assessor Fees	-	-	-	5,299.58	-	-	5,299.58	-
Treas Fees	51.50	-	-	858,992.95	-	-	859,044.45	-
Health Claims	15,055.26	-	-	2,465,798.96	2,427,945.75	-	-	52,908.47
Landfill Closure	966,399.67	-	-	60,317.42	-	-	319.72	1,026,397.37
Landfill Cons Resv	529,968.78	-	-	180,461.86	-	-	-	710,430.64
Payroll Clearing	19,131.69	-	-	8,215,322.56	8,214,660.65	-	-	19,793.60
Sewer Reserve	96,160.00	-	-	-	-	-	-	96,160.00
Water -Restricted	57,088.00	-	-	42,816.00	-	-	21,408.00	78,496.00
Sr Housing Deposits	14,807.73	-	-	907.68	-	-	3,290.45	12,424.96
Housing Authority Restricted Deposits	-	-	-	10,010.00	-	-	1,110.00	8,900.00
Accts Payable Clearing	238,692.31	-	-	25,632,716.30	24,807,244.97	-	-	1,064,163.64
Finance Revenue Clearing	-	-	-	24,746,517.53	-	-	24,746,517.53	-
Wate Resource	92,426.15	-	-	1,690.78	-	-	14,237.50	79,879.43
Workforce Impace Fees	60,986.96	-	-	1,026.70	-	-	19,597.14	42,416.52
Living Community	45.17	814,977.00	245.08	2,469.28	803,289.07	-	14,239.27	208.19
COUNTY FUNDS TOTAL	31,771,826.62	10,004,293.64	3,011.93	81,803,474.49	41,102,719.89	331,556.78	46,765,363.16	35,382,966.85
CITIES AND TOWNS								
Crested Butte General	6,962.80	263,785.52	77.42	85,085.75	343,330.06	5,375.51	-	7,205.92
Crested Butte Street/Alley	-	915,925.09	223.69	2,586.82	891,014.47	27,581.22	-	139.91
Gunnison City General	3,167.38	385,745.76	(171.79)	48,952.14	425,820.21	8,002.04	-	3,871.24
Marble General	192.40	24,872.08	-	2,579.31	26,947.89	508.59	-	187.31
Mt Crested Butte General	6,820.83	1,182,523.05	1,370.89	85,301.40	1,116,301.67	21,197.74	130,053.50	8,463.26
Pitkin General	222.61	22,679.37	(72.09)	2,475.81	24,636.02	462.82	-	206.86
CITIES AND TOWNS TOTAL	17,366.02	2,795,530.87	1,428.12	226,981.23	2,828,050.32	63,127.92	130,053.50	20,074.50
SCHOOLS								
RE1J General	106,058.87	11,649,246.72	3,601.10	1,962,351.75	13,362,410.23	28,859.65	220,040.29	109,948.27
RE1J Bond	272.00	5,029,108.18	1,633.10	16,171.99	4,950,868.11	-	94,990.57	1,326.59
50J General	8,480.47	1,104,824.38	12.27	90,837.44	1,193,908.33	2,763.61	-	7,482.62
50J Bond	-	240,010.03	3.00	137.80	240,150.83	-	-	-
Montrose RE1J General	739.06	114,551.15	-	8,989.65	123,251.14	287.25	-	741.47
Montrose RE1J Bond	-	18,246.53	-	60.64	18,307.17	-	-	-
RE1J 2014 Mill Override	159.40	2,474,723.37	868.61	7,905.62	2,430,082.22	6,106.44	46,761.98	706.36
SCHOOLS TOTAL	115,709.80	20,630,710.36	6,118.08	2,086,454.89	22,318,978.03	38,016.95	361,792.84	120,205.31
IMPROVEMENT DISTRICTS								
Library Dist	55.34	1,011,551.58	311.17	3,068.19	967,076.16	29,982.94	17,674.46	252.72
CO River Water CD	987.63	168,593.72	50.32	11,572.21	172,279.20	4,997.56	2,945.26	981.86
Reserve MD2	735.55	133,819.20	(78.56)	8,958.62	138,665.68	4,020.56	-	748.57
Mt Crested Butte DDA	980.74	964,427.11	-	4,003.23	940,074.44	28,808.54	-	528.10
Bostwick Park Water CD	13.56	2,677.46	-	180.60	2,776.75	80.69	-	14.18
Crawford Water CD	-	17.85	-	-	17.32	0.53	-	-
Crested Butte South MD	1,964.39	335,674.60	40.24	22,653.29	348,367.14	10,097.38	-	1,868.00
Mt CB Water/San	8,043.63	1,277,882.99	1,601.38	86,365.04	1,202,298.87	34,630.86	128,234.27	8,729.04
East River Regional SD	576.04	90,989.88	417.74	6,306.35	95,030.97	2,752.90	-	506.14
Cemetery	930.65	176,530.61	(99.03)	12,374.47	183,410.01	5,335.88	-	990.81
Gunnison Co Metro Rec Dist	3,443.92	648,609.01	125.51	44,231.52	660,896.51	19,194.01	12,531.33	3,788.11
North Fork Water CD	158.00	25,217.84	-	1,661.61	26,140.15	756.96	-	140.34
Skyland MD	4,263.06	701,087.22	-	48,112.75	728,382.32	21,181.07	-	3,899.64
Upper Gunn Water CD	6,577.68	1,238,910.62	371.66	84,535.30	1,262,048.46	36,654.49	24,449.42	7,242.89
Crested Butte Fire PD	16,458.22	2,909,919.40	2,322.50	196,028.22	2,926,717.52	84,862.36	95,640.41	17,508.05
Gunnison CO Fire PD	3,996.98	711,486.07	(380.71)	50,163.32	739,814.92	21,483.22	-	3,967.52
Carbondale & Rural Fire PD	1,235.61	221,784.74	(1.22)	15,530.71	230,626.61	6,689.30	-	1,233.93
Ragged Mtn Fire PD	919.62	148,861.19	-	9,801.62	154,285.60	4,468.47	-	828.36
Arrowhead Fire PD	265.07	47,276.11	-	3,215.33	49,070.23	1,423.08	-	263.20
Library General Fund	-	1,167,319.39	(101.89)	73,084.05	1,178,087.24	34,557.84	20,317.17	7,339.30
Reserve Metro District #2 Bond 2016A	3,473.60	555,832.94	-	37,434.38	576,938.30	16,696.14	-	3,106.48
North Fork Ambulance Health Service District	1,805.63	278,335.90	3.18	18,416.36	288,656.89	8,355.12	-	1,549.06
Reserve Metro District #2 Bond 2016B	443.88	69,612.78	-	4,722.02	72,297.84	2,091.49	-	389.35
Reserve Metro District #2 Bond 2016C	349.09	58,773.44	-	3,961.50	60,989.39	1,765.83	-	328.81
IMPROVEMENT DISTRICTS TOTAL	57,677.89	12,945,191.65	4,582.29	746,380.69	13,004,948.52	380,887.22	301,792.32	66,204.46
MISC CONTROL								
Clerk and Recorder	421,711.88	-	-	5,889,948.50	4,593.70	-	5,815,406.83	491,659.85
Clerk Sales Tax	-	-	-	562,031.87	538,107.88	-	23,835.99	88.00
SOT	-	-	-	2,939,522.62	-	-	2,939,522.62	-
State Auto	-	-	-	2,495,277.03	2,495,277.03	-	-	-
Clerk ST Domestic Abuse	100.00	-	-	3,440.00	3,380.00	-	-	160.00
Clerk State Registrar	-	-	-	516.00	516.00	-	-	-
State Tech 2.00 Surcharge	-	-	-	14,216.00	14,216.00	-	-	-
Range Improvement Dist 3	-	-	-	3,305.51	3,305.51	-	-	-
Sheriff Commissary	13,674.04	-	-	1,149.31	3.75	11.50	-	14,808.10
Inmate Trust	57,274.18	-	-	103,295.75	139,454.28	-	-	21,115.65
Investment Interest	-	-	-	742,009.07	-	-	742,009.07	-
Treas Deed	1,587.63	-	-	9,755.42	6,239.89	-	1,539.60	3,563.56
Unused Remittance	128,714.55	-	-	705,883.29	-	-	689,992.16	144,605.68
Elected Official Fees	19,954.32	-	-	558,598.51	-	-	550,277.94	28,274.89
MISC CONTROL TOTAL	643,016.60	-	-	14,028,948.88	3,205,094.04	11.50	10,762,584.21	704,275.73
GRAND TOTALS	32,605,596.93	46,375,726.52	15,140.42	98,892,240.18	82,459,790.80	813,600.37	58,321,586.03	36,293,726.85

I, Debbie Dunbar, Treasurer for the County of Gunnison, State of Colorado, hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursement of my office to the best of my knowledge and belief.

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Proposed Revisions to the On-site Wastewater Treat

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

We are proposing a few revisions to the septic regulations concerning a new plan review fee, contractor licensing oversight and minor corrections items

**Fiscal Impact:**

**Submitted by:** Crystal Lambert

**Submitter's Email Address:** clambert@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed and legally sufficient. ESG

Reviewed by: GUNCOUNTY1\egaebler

Discharge Date: 2/18/2021

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 2/19/2021

Consent Agenda     Regular Agenda     Worksession

Time Allotted: 20

Agenda Date: 2/23/2021



**Gunnison County, CO**  
**Community Development Department**  
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230  
Phone: (970) 641-0360 FAX: (970) 641-8585  
Website: [www.gunnisoncounty.org](http://www.gunnisoncounty.org)  
Email: [planning@gunnisoncounty.org](mailto:planning@gunnisoncounty.org)

To: BOCC

From: Crystal Lambert, Gunnison County Environmental Health Official

Date: February 11, 2021

Re: Proposed revisions to the On-site Wastewater Treatment System (OWTS) Regulations

---

**Purpose:**

The purpose of this item is to propose revisions to the Gunnison County OWTS Regulations concerning review of contractor license violations, a plan review fee to recover the cost of reviewing plan revisions, and correcting grammatical and reference errors.

**Background:**

Septic license hearings:

The Gunnison County OWTS Regulations require that all professionals providing work to install, alter or repair septic systems in the unincorporated areas of Gunnison County obtain an installers license. To obtain an installers license, applicants must pass an installers exam, complete an installer course provided by the National Association of Wastewater Technicians or equivalent, and agree to standards of performance as outlined in the OWTS Regulations. Violations of the license agreement, such as not obtaining a permit prior to system installation, are cause for the revocation of an installer's license. Similarly, the Gunnison County OWTS Regulations require that professionals cleaning septic systems and transporting sewage obtain a cleaner's license. All licensed septic cleaners agree to standards of performance outlined in the OWTS Regulations and failure to follow the performance standards are cause for license revocation. Currently, the OWTS Regulations specify that the Board of County Commissioners will hear violations of license agreements for potential license revocations. Staff is proposing that the Environmental Health Board be designated to hear and decide on violations of license agreements towards possible license revocations, whose decision can be appealed on the record to the Board of County Commissioners.

The Environmental Health (EH) Board discussed the proposed revision at their meeting on February 27, 2020. The EH Board agreed that their technical expertise would be valuable towards hearing alleged violations of septic license agreements and that it would be helpful for the EH Board to be involved to better their understanding and familiarity with local industry challenges and issues. The EH Board requested that more detailed language be provided as to how a license could be reinstated and requested that any license suspension be a minimum of 90 days and may include additional requirements based on the violation as determined by the EH Board at the hearing.

## Plan Review Fee:

In order to cover administrative costs, staff is proposing a plan review fee of \$150.00 for each revision to septic designs. There is currently no fee to cover the staff time spent on reviewing plan changes or addendums to septic permits. The staff resources to review septic plan changes are similar to building plan changes which are charged a fee of \$150.00 each plan revision for plan review.

## **Staff Recommendations:**

Staff proposes that the Gunnison County OWTS Regulations be revised to designate the Environmental Health Board as the review board for enforcement of septic contractor license agreements and that appeals to the Environmental Health Board's decision be heard on the record by the Gunnison County Board of County Commissioners.

Staff is proposing that additional plan reviews required by revisions to previously approved septic plans be charged a fee of \$150.00.

Staff is proposing corrections to grammatical and reference errors found in the current Gunnison County OWTS Regulations.

Attached are proposed revisions to sections of the Gunnison County OWTS Regulations that accomplish the recommendations stated above.

## Proposed section revisions to the Gunnison County OWTS Regulations

Concerning enforcement of septic installer and cleaner licenses:

### **Section 4: Regulation of OWTS Installer and OWTS Cleaners:**

Revision to Section 4.A.4.a.:

An OWTS Installer or Cleaner's license may be revoked for failure to comply with these Regulations. Revocation shall take place only after a hearing before the ~~Board~~Environmental Health Board, whose decision may be appealed on the record to the Board. The license holder shall be given not less than ten (10) days' notice of the hearing and may be represented at the hearing by counsel. Upon issuance of a decision by the Environmental Health Board for any such license revocation, such license shall be revoked for a period no less than 90 days unless the decision is appealed to and overturned by the Board.

Revision to Section 4.A.4.c.:

A person who has previously had a license revoked may be denied renewal by the ~~Board~~Environmental Health Board, whose decision may be appealed on the record to the Board.

### **Appendix B: Gunnison County Environmental Health Board:**

Revision to Appendix B.1.c:

In addition to the powers as the Board may grant from time to time, the Environmental Health Board shall consider and decide on the following matters ~~at a Public Hearing~~:

- (1) ~~At a Public Hearing,~~ Applications for a variance in accordance with Section 4.Q. of the Gunnison County OWTS Regulations.
- (2) ~~At a Public Hearing,~~ Requests for product development permits in accordance with Section 4.M. of the Gunnison County OWTS Regulations.
- ~~(2)~~(3) Enforcement of an OWTS Installer or Cleaner license in accordance with Section 4.A.4.

Revision to Appendix B.1.d.:

The Environmental Health Board shall serve as the initial review body for the following matters, and shall provide recommendations to the Board:

- ~~(1) Revocation of OWTS Installer and Cleaner licenses;~~
- ~~(2)~~(1) OWTS Regulations; and
- ~~(3)~~(2) OWTS Special Districts.

Concerning a plan review fee:

Appendix A: OWTS Fees and Licensing Fees:

- Add a new fee for plan revisions of \$150.00.

Concerning correction and clarification of Appendix B.2.d.:

A quorum of the Environmental Health Board ~~shall consist of five members~~ is three members. The Environmental Health Board consists of five regular members and two alternates. A concurring vote of three members shall be necessary to grant an appeal or approve a decision.

Concerning grammatical and reference errors:

- Correct spelling for the definition of *systems contractor*.
- Section 3.M.5.a. references Section 4.Q.1. instead of the correct Section 3.M.1.
- Section 10.I.2., 3<sup>rd</sup> sentence correct grammar.
- Change the reference in Appendix B.1.c.(1) to 3.M.
- The reference in Appendix C.F. should be to E and not F.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [BOCC](#)  
**Subject:** Online Form Submittal: Boards and Commissions Application  
**Date:** Thursday, February 11, 2021 1:26:50 PM

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[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or  
position applying for: Region 10

---

First and Last Name David Assad

---

Address PO Box 1674

---

City Gunnison

---

Phone 2257158857

---

Email Address [david@icelab.co](mailto:david@icelab.co)

---

Why would you like to  
serve on this Board or  
Commission? I am applying for the Region 10 Business Loan Fund Committee. My background in finance with small and large companies coupled with my knowledge of startups and their challenges may be an asset to the committee. I am passionate about encouraging entrepreneurs on the Western Slope of Colorado.

---

Additional Comments Thank you for your consideration.

---

Email not displaying correctly? [View it in your browser.](#)



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [BOCC](#)  
**Subject:** Online Form Submittal: Boards and Commissions Application  
**Date:** Tuesday, January 19, 2021 4:36:33 PM

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[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or  
position applying for: Planning Commission

---

First and Last Name Thomas "Brett" Adkins

---

Address 15 Debby Way

---

City Gunnison

---

Phone 770-355-5481

---

Email Address [bapowhound@gmail.com](mailto:bapowhound@gmail.com)

---

Why would you like to  
serve on this Board or  
Commission? To help keep community growth pointed in the right direction with an emphasis on affordable and efficient building practices while maintaining acceptable structural, mechanical, and energy code requirements. I look to join this board in an effort to keep the voices of the public and working class heard amongst the decisions that are brought upon this commission.

---

Additional Comments I can bring a wealth of knowledge to this commission in the areas of building principles and practices as well as a pragmatic approach to problem solving and alternative options for most any project whether it be residential or commercial.

---

Email not displaying correctly? [View it in your browser.](#)



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [BOCC](#)  
**Subject:** Online Form Submittal: Boards and Commissions Application  
**Date:** Tuesday, February 9, 2021 4:15:04 PM

---

[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or  
position applying for: Planning Commission

---

First and Last Name Elizabeth P. Appleton

---

Address PO Box 2593

---

City Crested Butte

---

Phone 970-209-3511

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Email Address [beth@epappletonlaw.com](mailto:beth@epappletonlaw.com)

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Why would you like to  
serve on this Board or  
Commission? As an attorney, I think it would be interesting work. My practice includes real estate and land use (and construction). I always like to learn new information as well as interact with members of the community. My education might come in handy as well.

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Additional Comments *Field not completed.*

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [BOCC](#)  
**Subject:** Online Form Submittal: Boards and Commissions Application  
**Date:** Tuesday, February 9, 2021 2:07:14 PM

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[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or  
position applying for: Planning Commission

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First and Last Name Julie Baca

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Address 321 Rainbow Drive

---

City Almont/Homestead Subdivision

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Phone 970-209-0404

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Email Address [jbaca@western.edu](mailto:jbaca@western.edu)

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Why would you like to  
serve on this Board or  
Commission? I am a ten year mid-valley resident, who has previously resided in both ends of the valley, currently serving as the President of the Homestead Subdivision. I am a mom and step-mom to children in both CB and Gunnison schools. I serve on the One Valley Leadership Council through my role at Western and actively participate in planning for campus and the City of Gunnison whenever possible. I have thirteen years of experience in city management and hold a Masters in Public Administration. I believe my background coupled with my passion for the Valley provide me with needed skills and experience to serve the community in this capacity.

---

Additional Comments *Field not completed.*

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [BOCC](#)  
**Subject:** Online Form Submittal: Boards and Commissions Application  
**Date:** Thursday, February 11, 2021 11:29:05 AM

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[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or  
position applying for: Planning Commission

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First and Last Name Peter Carey

---

Address 159 Shavano Street

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City Crested Butte

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Phone 9702753937

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Email Address [pcincb@gmail.com](mailto:pcincb@gmail.com)

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Why would you like to  
serve on this Board or  
Commission? I like staying in touch with community developments and believe  
in Civil service.

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Additional Comments I am friends with Laura Puckett Daniels and she is the one that  
informed me about the opening on the Planning Commission.

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [BOCC](#)  
**Subject:** Online Form Submittal: Boards and Commissions Application  
**Date:** Friday, January 22, 2021 2:40:22 PM

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[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or  
position applying for: Planning Commission

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First and Last Name Danielle Crist

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Address 314 Seneca Dr

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City Gunnison

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Phone 9702755471

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Email Address [flowersbydani@yahoo.com](mailto:flowersbydani@yahoo.com)

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Why would you like to  
serve on this Board or  
Commission? I have lived in the community since 1995. Graduated from  
Westen. I have owned 3 business in the valley. I have wanted to  
get involved so I can give back to my community. I spend my off  
times volunteering at the food pantry and working on the events  
committee at the Chamber. I feel this would be a wonderful place  
for me to do everything I can for our beautiful valley. Thank you

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Additional Comments *Field not completed.*

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [BOCC](#)  
**Subject:** Online Form Submittal: Boards and Commissions Application  
**Date:** Friday, January 15, 2021 2:30:55 PM

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[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or  
position applying for: Planning Commission

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First and Last Name Melanie Miller

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Address 11 Rodeo Dr

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City Crested Butte

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Phone 3034785264

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Email Address [millermmr@yahoo.com](mailto:millermmr@yahoo.com)

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Why would you like to  
serve on this Board or  
Commission? Represent rural gunnison county and provide different business  
background and experience.

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Additional Comments Discussed opportunity with Laura Puckett-Daniels and look  
forward to discussing the opportunity further.

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [BOCC](#)  
**Subject:** Online Form Submittal: Boards and Commissions Application  
**Date:** Thursday, January 21, 2021 4:21:54 PM

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[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or  
position applying for: Planning Commission

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First and Last Name Fred Niederer

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Address 270 Riverwalk Dr.

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City Gunnison

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Phone 970-901-4500

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Email Address [fred.n@alphamechanical.co](mailto:fred.n@alphamechanical.co)

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Why would you like to  
serve on this Board or  
Commission? I have a vested interest in this community and represent a broad  
range of ideals that promote a healthy, stable environment for my  
employees and their families. While my perspective may not be  
"fresh" it is relevant to our community and I feel my overall life  
experience will help Gunnison now and in the future.

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Additional Comments *Field not completed.*

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Gunnison County Commissioners  
200 E. Virginia Avenue  
Gunnison CO 81230

January 14, 2021

Dear Commissioners:

As a former journalist in the Gunnison Valley, I have spent years reporting on the various aspects of land use, and the nuances of smart planning. The challenges that Planning Commission faces in the coming years are many, as evidenced in discussions regarding what was once known as three-mile plans, and special geographic areas of development.

At the same time as these issues are being realized, I am interested in offering my service to the community with my experience and background. For this reason, I would like to be considered for a seat on the Gunnison County Planning Commission.

Over the course of more than a decade, I have become well-acquainted with the workings of the municipalities in Gunnison County and their planning departments, and I am aware of how vital it is for Gunnison County and those agencies to have strong relationships. With a working knowledge of the Land Use Resolution, years of covering planning commission meetings and an understanding of the process of debating land use applications, I think I could contribute greatly to finding solutions and making good decisions. Additionally, I have a deep appreciation of how county staff work diligently to assist in the process.

I hope you will consider my experience as being an asset to Gunnison County, and will see me fit to be appointed to Planning Commission.

With kind regards,

*Chris Rourke*

Chris Rourke

[cerourke65@gmail.com](mailto:cerourke65@gmail.com)

419.733.4302

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [BOCC](#)  
**Subject:** Online Form Submittal: Boards and Commissions Application  
**Date:** Wednesday, February 3, 2021 1:46:39 PM

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[EXTERNAL SENDER - USE CAUTION]

## Boards and Commissions Application

Board/Commission or  
position applying for: Planning Commission

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First and Last Name Edwin Schmidt

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Address 320 Whiterock Avenue

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City Crested Butte

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Phone 703 258 9211

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Email Address [Edwin.r.schmidt@gmail.com](mailto:Edwin.r.schmidt@gmail.com)

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Why would you like to  
serve on this Board or  
Commission? This would be a great opportunity for me to give back to a community that I have come to love and appreciate. My background is in the field of planning and design, having worked in the cities of Washington, DC and Detroit Michigan planning schools and public spaces and infrastructures. I am a licensed Architect in a number of jurisdictions, including the State of Colorado. And a member of the College of Fellow for the American Institute of Architects. These professional experiences and affiliations, along with my perspective as a residence in the town of Crested Butte, should allow me to bring a unique perspective to a number of issues before the County Planning Commission. A more thorough curriculum vitae can be provided upon request. I welcome the opportunity to serve.

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Additional Comments There was a recent article, in the Crested Butte News that the Commission was looking for one more member and was accepting applications. I am very interested in being considered for a position on the Commission.

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## Introduction

In 2008 our youngest child came to Gunnison to attend University at Western Colorado University. When we brought him out, we fell in love with the Gunnison upper valley and moved here that fall. Since then we have lived in communities of Mt. Crested Butte and Crested Butte. Finally settling in a historic miner's cabin on Whiterock Avenue.

In the dozen years that we have lived here our love for the area has increased. My wife and I volunteer, and remain active, in the community. We consider this as our home and our community as our extended family.

## Experience

After graduating from the College of Architecture, at Virginia Tech, I worked in the profession while living in Texas and the Virginia, receiving my first Architectural license in the Commonwealth of Virginia; I am also licensed to practice Architecture in the state of Colorado. My project experience ranged from commercial to education, and almost everything in between. While in Houston, I became a member of both the American Institute of Architects and the Council of American Building Officials.

While my area of expertise is the planning and development of large municipal, intuitional and educational projects, I have worked on smaller residential scale projects including a number of projects here in Crested Butte. In addition, I have worked as a commercial developer, land / urban planner and construction project / program manager.

## Education

Virginia Polytechnic Institute and State University, Bachelors of Architecture

## Awards

AIA College of Fellows

Various AIA and Industry design awards (upon request)

## Employment Experience

June 2019 to present, MISANA Solutions

Principal in Charge

Educational planner and project manager for International School programs, presently working on projects in Europe and Central America

February 2015 to June 2019, Nord Anglia Education

Director of Project Development, The Americas Region

Regional Director of planning, design, construction and project management for north, central and south America

April 2004 to February 2015, Fanning Howey Associates

Director of the Washington Office, management / design / construction management for the mid Atlantic Region including project planning and management

December 2002 to April 2004, Concord Eastman

Principal, development and public private financing for the eastern region municipal / education group

November 1998 to December 2002, Jacobs Engineering—Sverdrup / CRSS

Principal of the Eastern Region. K-12 market sector

Principal for the Eastern Region including the development and delivery of project / construction management across the 23 state region

## Primary Contact Information

Phone: 1 703 258-9211

edwin.r.schmidt@gmail.com

## Project Experience

### Education

For the majority of my professional career I have worked in the planning, design, development, financing and administration of educational facilities. From k-12 to higher education, from urban public education to international private education, I have worked with more than 4million square feet educational projects

### Planning

While working for the Emergency Management team for the city of Detroit, I worked on the community outreach leadership team for the closing of surplus municipal and school facilities. In the District of Columbia I lead the municipal Long Range Facility Master Plan. Both projects involved extensive community outreach and interaction.

### Construction

As Owners representative I have managed more than \$1.2B of construction in various regions in the US and internationally. Most of these projects were parts of municipal budgets requiring governmental oversight, reporting and approvals.

### Design

At heart I am a designer and a believer that proper planning and design can result in a positive impact on ones environment. This is said with a proper respect for building codes, land restrictions and zoning. Proper design and planning is the esthetic balance of project limitations and programmatic desires.

### Passion

My passion and devotion to the profession goes beyond my commitment to excellence in design, planning and delivery. It is my belief that there is an important service aspect to the profession that calls us to give back to our communities through our experiences and perspectives. Whether through the proper planning of a school, fire station or retail center their place within the overall fabric of our community is important and an essential element of proper planning and oversight.

### Associations

While my primary affiliation is with the AIA, my professional area of practice has drawn me to participate with professional organizations necessary to remain current with market and practice advancements. I remain current with my licenses and associations.

In the spring of 2018 I was inducted into the College of Fellows for the American Institute of Architect for my work with school communities. AIA Fellows are recognized with the AIA's highest membership membership honor for their exceptional work and contributions to architecture and society.

### References

Available upon request

## Primary Contact Information

Phone: 1 703 258-9211

edwin.r.schmidt@gmail.com