

- 1 - February 1, 2022 BOCC Reg Meeting Agenda
- 2 - BoHS-IGA 22-17137_Hinsdale County
- 3 - Calendar for Feb 1, 2022 meeting
- 4a - Minutes for Oct 19, 20221 BOCC Reg Meeting
- 4b - Minutes for Dec 21, 20221 BOCC Reg Meeting
- 5 - Consent 1, Saguache Co appts to GBSGSC
- 5 - Consent 2, Contract Amendmt 3_22 IHIA 173433, CDHS
- 5 - Consent 3, GOCO Trust Fund Grant
- 5 - Consent 4, MOU-USACE, CSHPO, CO Stone Quarries
- 5 - Consent 5, MOU for Assistance to CMH
- 5 - Consent 6, MOU for Assistance to Food Pantry
- 5 - Consent 7, MOU for Assistance to GVAWL
- 5 - Consent 8, MOU for Assistance to GVH Foundation
- 5 - Consent 9, MOU for Assistance to Mountain Express
- 5 - Consent 10, MOU for Assistance to Project Hope
- 5 - Consent 11, MOU for Assistance to Safe Ride
- 5 - Consent 12, MOU for Assistance to Six Points
- 6 - Approve Funding for FS Protection Officers
- 7 - Resolution - Fred R Field Center, Policy
- 8 - Water and Sewer Superseding Resolutions

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, February 1, 2022

Page 1 of 3

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES SPECIAL MEETING:

- 8:30 am
- Call to Order
 - State of Colorado Intergovernmental Agreement #22-17137; Hinsdale County Department of Human Services; To Create New Benchmarks, Performance Standards and Performance Incentives; Effective Date – June 30, 2022; \$6,072.29
 - Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 8:35 am
- Call to Order; Agenda Review
 - Scheduling
 - Minutes Approval:
 1. October 19, 2021 Regular Meeting
 2. December 21, 2021 Regular Meeting
 - 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. Acceptance of Appointments; Saguache County for Regular and Alternate Members to the Gunnison Basin Sage-grouse Strategic Committee; Regular Member Amber Wilson, Alternate Member Virginia Adams
 2. Contract Amendment #3, 22 IHIA 173433; Colorado Department of Human Services, Office of Early Childhood; Gunnison County Health and Human Services; for increased work related to Family Child Care Homes and Resource and Referral; State Fiscal Year 2022; \$89,280
 3. State Board of the Great Outdoors Colorado (GOCO) Trust Fund Grant; for support of a Fellowship Program; Project Completion Date of June 30, 2024; \$150,000
 4. Memorandum of Agreement (MOA); Between US Army Corps of Engineers, Colorado State Historic Preservation Officer, and Colorado Stone Quarries; to resolve adverse effects to historic properties.
 5. Memorandum of Agreement to Provide County Financial Assistance to the Center for Mental Health; January 1, 2022 to December 31, 2022; \$4,500
 6. Memorandum of Agreement to Provide County Financial Assistance to the Gunnison Country Food Pantry; January 1, 2022 to December 31, 2022; \$6,000
 7. Memorandum of Agreement to Provide County Financial Assistance to the Gunnison Valley Animal Welfare League; January 1, 2022 to December 31, 2022; \$6,000
 8. Memorandum of Agreement to Provide County Financial Assistance to the Gunnison Valley Health Foundation; January 1, 2022 to December 31, 2022; \$11,500
 9. Memorandum of Agreement to Provide County Financial Assistance to Mountain Express; January 1, 2022 to December 31, 2022; \$4,500
 10. Memorandum of Agreement to Provide County Financial Assistance to the Project Hope of Gunnison Valley; January 1, 2022 to December 31, 2022; \$10,000
 11. Memorandum of Agreement to Provide County Financial Assistance to the Safe Ride of Gunnison, Inc.; January 1, 2022 to December 31, 2022; \$4,500
 12. Memorandum of Agreement to Provide County Financial Assistance to the Six Points Evaluation and Training, Inc; January 1, 2022 to December 31, 2022; \$12,000
 - County Manager's Report

*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.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, February 1, 2022

Page 2 of 3

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

- Deputy County Manager's Report and Project Updates
 1. Approval of Funding for White River National Forest Service Protection Officers

- 9:00 am • Resolution; A Resolution Adopting Gunnison County Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center

- 9:05 am • Water and Sewer Resolutions:
 1. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Antelope Hills Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-31)
 2. A Resolution Establishing the Schedule of Fees and Rates for Water Service within the Antelope Hills Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-35)
 3. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Dos Rios Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-34)
 4. A Resolution Establishing the Schedule of Fees and Rates for Water Service within the Dos Rios Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-36)
 5. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the North Gunnison Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-32)
 6. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Somerset Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-33)
 7. A Resolution Establishing the Schedule of Fees and Rates for Sewer Service within the Tomichi Division of the Gunnison County Water and Sewer District (This Resolution Supersedes Resolution 21-30)

- 9:10 am • Gunnison County Boards and Commissions Appointments

- **Unscheduled Citizens:** Limit to 5 minutes per item. No formal action can be taken at this meeting.

- **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.

- **Executive Session,** pursuant to C.R.S. § 24-6-402(4)(e)(I), for determining positions relative to matters that may be subject to negotiations related to property interest(s) located at South 14th Street Workforce Housing Project in Gunnison County, Colorado, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to property interest(s) located at South 14th Street Workforce Housing Project in Gunnison County, Colorado

- **Adjourn**

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/82753657556?pwd=MjNDbTZHTFNRVdDemZJdC91aVBIZz09>

*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.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: Tuesday, February 1, 2022

Page 3 of 3

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

Meeting ID: 827 5365 7556

Passcode: 471302

One tap mobile

+12532158782,,82753657556#,,,,*471302# US (Tacoma)

+13462487799,,82753657556#,,,,*471302# US (Houston)

*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.*

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency Department of Health Care Policy and Financing	Contract Number 22-171376
Contractor Hinsdale County	Contract Performance Beginning Date The Effective Date
Contract Maximum Amount Initial Term State Fiscal Year 2022 Total for All State Fiscal Years	Initial Contract Expiration Date June 30, 2022
	Contract Authority Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et. seq.</i> and insert other specific statutory authority or delete this entirely if no other specific authority exists
	\$6,072.29
	\$6,072.29
Contract Purpose The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes new Performance Incentives.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work 2. Exhibit B – Rates 3. Exhibit C – Sample Option Letter 4. Exhibit D: Review Sample Size Exemption Process Flow In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. Exhibit A, HIPAA Business Associates Addendum. 2. Exhibit G, Federal Provisions 3. Colorado Special Provisions in §18 of the main body of this Contract. 4. The provisions of the other sections of the main body of this Contract. 5. Exhibit A, Statement of Work. 6. Exhibit B, Rates. 7. Exhibit C, Sample Option Letter. 	
Principal Representatives	
For the State: Josh Montoya Department of Healthcare Policy and Financing Policy, Communications, and Administration Office 1570 Grant Street Denver, Colorado, 80203 Josh.Montoya@state.co.us	For County: Joni Reynolds Hinsdale County 225 N Pine St, Suite A Gunnison, CO 81230 jreynolds@gunnisoncounty.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p style="text-align: center;">County Jonathan Houck, Commissioner Hinsdale County</p> <p>By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>By: _____</p> <p>Date: _____</p>
	<p style="text-align: center;">LEGAL REVIEW Phil Weiser, Attorney General</p> <p>By: _____ N/A _____</p> <p>Date: _____</p>
<p style="text-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 style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Effective Date: _____</p>	

TABLE OF CONTENTS

1.	PARTIES	2
2.	TERM AND EFFECTIVE DATE.....	2
3.	DEFINITIONS	3
4.	STATEMENT OF WORK	6
5.	PAYMENTS TO CONTRACTOR	6
6.	REPORTING - NOTIFICATION	7
7.	CONTRACTOR RECORDS.....	7
8.	CONFIDENTIAL INFORMATION-STATE RECORDS.....	8
9.	CONFLICTS OF INTEREST.....	10
10.	INSURANCE	10
11.	BREACH OF CONTRACT	12
12.	REMEDIES	12
13.	DISPUTE RESOLUTION.....	14
14.	NOTICES AND REPRESENTATIVES	15
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	15
16.	GENERAL PROVISIONS	16
17.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	19
	EXHIBIT A, HIPAA BUSINESS ASSOCIATES ADDENDUM.... ERROR! BOOKMARK NOT DEFINED.	
	EXHIBIT B, STATEMENT OF WORK..... ERROR! BOOKMARK NOT DEFINED.	
	EXHIBIT C, RATES	1
	EXHIBIT D, TERMINOLOGY	ERROR! BOOKMARK NOT DEFINED.
	EXHIBIT E, CONTRACTOR’S ADMINISTRATIVE REQUIREMENTS	ERROR! BOOKMARK NOT DEFINED.
	EXHIBIT F, SAMPLE OPTION LETTER.....	1
	EXHIBIT G, FEDERAL PROVISIONS	ERROR! BOOKMARK NOT DEFINED.

1. PARTIES

This Contract is entered into by and between the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State,” the “Department,” or “HCPF”) and Contractor named on the Cover Page for this Contract (the “Contractor”). 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 Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page 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

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, of one year or less 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 the Sample Option Letter attached to this contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date 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 §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two 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 this 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.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. 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.

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 that 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 C.R.S. §24-11-101(1).
- C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority, pursuant to C.R.S. §24-102-202(6), to procure or supervise the procurement of all supplies and services needed by the state.
- D. "**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.
- E. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. "**Contractor Pre-Existing Material**" means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property

developed, licensed or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.

- G. “**Colorado Open Records Act (CORA)**” means C.R.S. §24-72-200.1, *et. seq.*
- H. “**Criminal Justice Information (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 C.R.S. §24-72-302.
- 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 Cover Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the 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 Cover Page for this Contract.
- J. “**End of Term Extension**” means the time period defined in §2.D
- K. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- L. “**Extension Term**” means the time period defined in §2.C
- M. “**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.
- N. “**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 C.R.S. §24-37.5-401, *et. seq.* 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.
- O. “**Initial Term**” means the time period defined in §2.B
- P. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- Q. “**Payment Card Information (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.
- R. “**Personal Health Information (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. **“Personally Identifiable Information (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 C.R.S. §24-72-501.
- T. **“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.
- U. **“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.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- W. **“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.
- X. **“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.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Z. **“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.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“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, including the terminology in Exhibit D.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, and Exhibit E. 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.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon 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 the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described 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 State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates.
- 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 this 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 one percent per month, as required by C.R.S. §24-30-202(24)(a), 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.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to this Contract 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 not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

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 10 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 Cover Page of this Contract.

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 three 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 two 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 CJ, 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 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’s 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.

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. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the state.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”) and shall maintain 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.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity

within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. 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:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. 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.

iv. 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:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. 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.

D. 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.

E. Cancellation

All commercial 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 §14 within 7 days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial 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.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, 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 §10.

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 this 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. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State 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.

e. 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. 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 §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Department's Procurement Official as described in C.R.S. §24-101-301(30), for resolution in accordance with the provisions of C.R.S. §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505

(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.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract 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 Cover Page of 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 Cover Sheet of 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 on the Cover Page for this Contract. 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.

15. 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 a work 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.

16. 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

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of 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 **§16.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. 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.

L. 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 this Contract.

M. Survival of Certain Contract Terms

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

N. 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.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.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 this Contract, and do not create any rights for such third parties.

P. 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.

Q. CORA Disclosure

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

R. 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.

S. 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.

T. **Additional Provisions**

Contractor shall comply with all requirements shown Exhibit A and Exhibit G.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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. C.R.S. §24-30-202(5.5)**

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 Parties, 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 Party'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.

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. C.R.S. §§24-18-201 and 24-50-507

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.

EXHIBIT C, RATES

SFY 2021-22 Incentives Payment Table

Incentive Payment Name	% of Funding	PAYMENT AMOUNT
Accuracy Performance Incentive Payment	35%	\$2,125.30
Performance Compliance Performance Incentive Payment	25%	\$1,518.07
Continuous Coverage Performance Incentive Payment	20%	\$1,214.46
Cyber Security Performance Incentive Payment	20%	\$1,214.46
Total		\$6,072.29

EXHIBIT F, SAMPLE OPTION LETTER**OPTION LETTER**

State Agency Department of Health Care Policy and Financing	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Contract Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 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 Total for All State Fiscal Years \$0.00	Option Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date The later of the Effective Date or Month Day, Year Current Contract Expiration Date 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 the 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 the Effective Date of this Option Letter, whichever is later.

<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <hr/> <p>By: Kim Bimestefer, Executive Director</p> <p>Date: _____</p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Greg Tanner, Controller; Department of Health Care Policy and Financing</p> <p>Option Effective Date: _____</p>
--	---

EXHIBIT A, STATEMENT OF WORK

1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
 - 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
 - 1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)
 - 1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.
 - 1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.
 - 1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.6. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
 - 1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
 - 1.1.8. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
 - 1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.
 - 1.1.10. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
 - 1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
 - 1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
 - 1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.15. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.16. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.19. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.
- 1.1.20. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.22. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.24. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance. The MAP Dashboards highlights each county’s performance and quality.
- 1.1.25. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.26. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.27. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.28. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

- 1.1.281. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
- 1.1.282. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.34. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)
- 1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

2. COUNTY DETERMINATIONS

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor’s county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

- 3.1. Systems Utilized to Determine Compliance
 - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor’s compliance with certain Performance Incentive Standards. This data will be visualized on each county’s MAP Dashboards.
 - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.
 - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance
 - 3.2.1. To fulfill the requirements in Exhibit A1 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
 - 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.
 - 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

4. PERFORMANCE INCENTIVES STANDARD PROGRAM

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Accuracy Performance Incentive Standard
 - 4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.
 - 4.2.1.1. Accuracy Targets
 - 4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.
 - 4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).
 - 4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.
 - 4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5. Review Sample Size Exemptions

4.2.1.5.1. If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2. Definition of Review Sample Size

- 4.2.1.5.2.1 The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that do not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
 - i. Inaccurate Eligibility Rate and/or,
 - ii. Errors that do not impact Eligibility.

- 4.2.1.5.3 Determining Targets percentage (%) for Potential Review Sample Size Exemptions
- 4.2.1.5.3.1 The Department shall have two tier target percentages for the Accuracy Targets:
 - 4.2.1.5.3.1.1 Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.
 - 4.2.1.5.3.1.2 Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.
- 4.2.1.5.3.2 The Department shall set the two tier targets percentage based on the June 2021 data for the Accuracy Incentive.
- 4.2.1.5.3.2.1 The finalized targets percentage will be communicated through the HCPF Memo Series.
- 4.2.1.5.4 Review Sample Size Exemption Process
 - 4.2.1.5.4.1 The Department shall follow Exhibit D for the Review Sample Size Exemption Process.
 - 4.2.1.5.4.2 Definition of Similar Error(s)
 - 4.2.1.5.4.2.1 The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF QA provides those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.
 - 4.2.1.5.4.3 If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
 - 4.2.1.5.4.3.1 If the QA case review size is less than three (3), the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
 - 4.2.1.5.4.3.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
 - 4.2.1.5.4.3.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

- 4.2.1.5.4.4 The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.5.4.4.1 If the QA case review size is less than three (3) over the course of the fiscal year, the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
- 4.2.1.5.4.4.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
- 4.2.1.5.4.4.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.
- 4.2.1.5.5 Notification of Review Sample Size Exemption
- 4.2.1.5.5.1 If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.5.5.2 The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4, the Contractor will be notified through the Status Report.
- 4215521 If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as needed.
- 4215522 The Contractor shall submit any additional documentation requested for the exemption process to hcpf_countyrelations@state.co.us within ten (10) business days from the day of notification.
- 4.2.1.5.6 Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
- 4.2.1.5.6.1 The Contractor shall earn an Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied.
- 4.2.2 BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors that do not impact Eligibility.
- 4.3 Performance Compliance Performance Incentive Standard
- 4.3.1 The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.
- 4.3.1.1 The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

- 4.3.1.2 The Department reserves the right to remove and/or add additional measures as it is appropriate.
- 4.3.1.3 If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.
- 4.3.2 Department Monitoring of MAP Dashboards
 - 4.3.2.1 The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor leadership monthly.
- 4.3.3 Contractor Monitoring of MAP Dashboards
 - 4.3.3.1 The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.
 - 4.3.3.2 The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action.
 - 4.3.3.3 The Contractor shall review and investigate the root causes for not achieving the target(s).
 - 4.3.3.4 Contractors shall respond with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.
 - 4.3.3.5 The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.
- 4.3.4 Determining Compliance with Performance Compliance Performance Incentives Standard
 - 4.3.4.1 The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.
 - 4.3.4.1.1 The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.
 - 4.3.4.1.2 A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.
 - 4.3.4.1.2.1 The Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.
 - 4.3.4.1.2.1.1 If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most recently released information.
 - 4.3.4.1.2.1.1.1 The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. Performance measures with an active MDL shall be ineligible for a Performance Compliance Performance Incentive Payment.
 - 4.3.4.1.2.2 The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

- 4.3.4.1.2.2.1 The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.
- 4.3.5 BENCHMARKs: The Contractor shall maintain compliance with a certain amount of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.
- 4.4 Cyber Security Performance Incentive Standard
 - 4.4.1 The Contractor may earn one Cyber Security Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to remediation of certain high-risk non-compliant cyber security standards based on Colorado Information Security Policies (CISP) and federal Health and Human Services Security Risk Assessment. The Department will provide additional guidance through the HCPF Memo Series, which can also be found on the [County Administration](#) website.
 - 4.4.2 Fiscal Year Deliverable
 - 4.4.2.1 No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall use a written Remediation Deliverable to address certain areas of actionable high-risk non-compliance to be identified by the Department based on the Contractor's FY 2020-21 Risk Assessment and Remediation Plan Deliverable.
 - 4.4.2.1.1 If the Contractor has not completed the FY 2020-21 Risk Assessment and Remediation Plan Deliverable, this Deliverable must be completed and submitted to the Department in order to be eligible to earn FY 2021-22 Cyber Security Incentive funds. Full compliance with each and every CISP does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, shall work with the State to remediate identified actionable high-risk non-compliant Cyber Security standards.
 - 4.4.3 DELIVERABLE: Completed Remediation Deliverable submitted no later than the semi-annual due date for the Second Reporting Period.
- 4.5 Continuous Coverage Performance Incentive Standard
 - 4.5.1 The Contractor may earn a Continuous Coverage Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have an eligibility review within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency as described in section 4.5.
 - 4.5.1.1 Notification of end of continuous coverage and COVID-19 public health emergency
 - 4.5.1.1.1 Upon notification from the federal government that the continuous coverage requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the one hundred eighty (180) calendar days period to review eligibility for those members impacted by the continuous coverage requirement.
 - 4.5.1.2 Percentages of Medical Assistance members with a required review of eligibility

- 45.1.21 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a review due to the end of the COVID-19 public health emergency.
- 45.1.22 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a review due to the end of the COVID-19 public health emergency.
- 45.1.3 Members who require a review of eligibility
 - 45.1.3.1 The Department will work with the CBMS Contractor to review eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to review eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility review within one hundred eighty (180) calendar days of the end of COVID-19 public health emergency.
 - 45.1.3.1.1 The Department has the discretion to amend section 4.5 if the PHE guidance changes upon federal government direction.
 - 45.1.4 Determining Compliance with the Continuous Coverage benchmarks
 - 45.1.4.1 The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
 - 45.1.4.2 The Department will total the number of LTSS members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
 - 45.1.4.3 To earn the Continuous Coverage Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.5.1.4.
 - 45.1.4.4 The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Coverage Performance Incentive Standard.
- 4.5.2 BENCHMARKS: Review benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a review of eligibility due to the end of the COVID-19 public health emergency as described in section 4.5.

5 SEMI-ANNUAL REPORTING

- 5.1 The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to hcpf_countyrelations@state.co.us, unless otherwise specified through the HCPF Memo Series.
 - 5.1.1 For the Second Reporting Period, the Contractor shall submit the following documentation:

- 5.1.1.1 Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.
- 5.1.1.2 Any Cyber Security Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
- 5.1.2 DUE DATE: Annually, on July 5th of the following Fiscal Year

6 EXEMPTIONS

6.1 Exemptions for the Accuracy Performance Incentive Standard

- 6.1.1 The Contractor shall be responsible submitting any additional documentation requested for the exemption process.
- 6.1.2 The Department may approve or reject any request for the Accuracy Targets exemption and may limit the total number of exempted for the Accuracy Performance Incentive Standard.
 - 6.1.2.1 The Department will deny exemption requests that do not meet the Accuracy Targets and Benchmarks per section 4.2.1.3 and timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:
 - 6.1.2.1.1 Failure of the Contractor to use the MAP Accuracy Dashboard for the purposes of fulfilling Exhibit A1, Statement of Work.
 - 6.1.2.2 The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
 - 6.1.2.2.1 Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
 - 6.1.2.3 The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

6.2 Exemptions for Performance Incentive Standards other than the Accuracy Performance Incentive Standard.

- 6.2.1 Exemptions will not be considered for any Performance Incentive Standard listed under section 6.2.1.
 - 6.2.1.1 Performance Compliance Performance Incentive Standard
 - 6.2.1.2 Cyber Security Performance Incentive Standard
 - 6.2.1.3 Continuous Coverage Performance Incentive Standard
- 6.2.2 The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

7 NOTIFICATIONS

- 7.1 After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

- 7.1.1 The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
- 7.1.2 If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2 After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.
 - 7.2.1 The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3 Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4 Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
 - 7.4.1 If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5 The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6 The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

8 DISPUTE RESOLUTION

- 8.1 Opportunity and Timeframe for Dispute Resolution
 - 8.1.1 In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
 - 8.1.2 The final Status Report cannot be disputed per section 7.2.
 - 8.1.2.1 The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
 - 8.1.2.2 If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2 Allowable Disputes
 - 8.2.1 The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

- 8.2.1.1 The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
- 8.2.1.2 The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3 The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
 - 8.2.1.3.1 The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
 - 8.2.1.3.2 The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2 The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3 Nonallowable Disputes
 - 8.3.1 The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.3.1.1 The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.3.1.2 The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
 - 8.3.1.3 The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
 - 8.3.1.4 The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
 - 8.3.2 The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

9 COMPENSATION

9.1 Compensation

9.1.1 Performance Incentive Payment

- 9.1.1.1 The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

- 9.1.1.1.1 The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.2 The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3 The Department shall pay the Contractor a Cyber Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.4 The Department shall pay the Contractor a Continuous Coverage Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2 Remaining Funds Incentive Pool Payment
 - 9.1.2.1 The Department will create a Remaining Funds Incentive Pool each SFY.
 - 9.1.2.1.1 The Remaining Funds Incentive Pool shall include the following:
 - 9.1.2.1.1.1 The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
 - 9.1.2.1.1.2 Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Cyber Security Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
 - 9.1.2.1.1.2.1 The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
 - 9.1.2.1.2 If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
 - 9.1.2.2 The Remaining Funds Incentive Pool will be paid as follows:
 - 9.1.2.2.1 The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
 - 9.1.2.2.2 Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
 - 9.1.2.2.3 The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2 Payment Procedures
 - 9.2.1 The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

- 9.2.1.1 If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 922 Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.
- 923 The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 924 The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 925 The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.
- 9.2.5.1 The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractor's discretion.

Exhibit C, Sample Option Letter

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

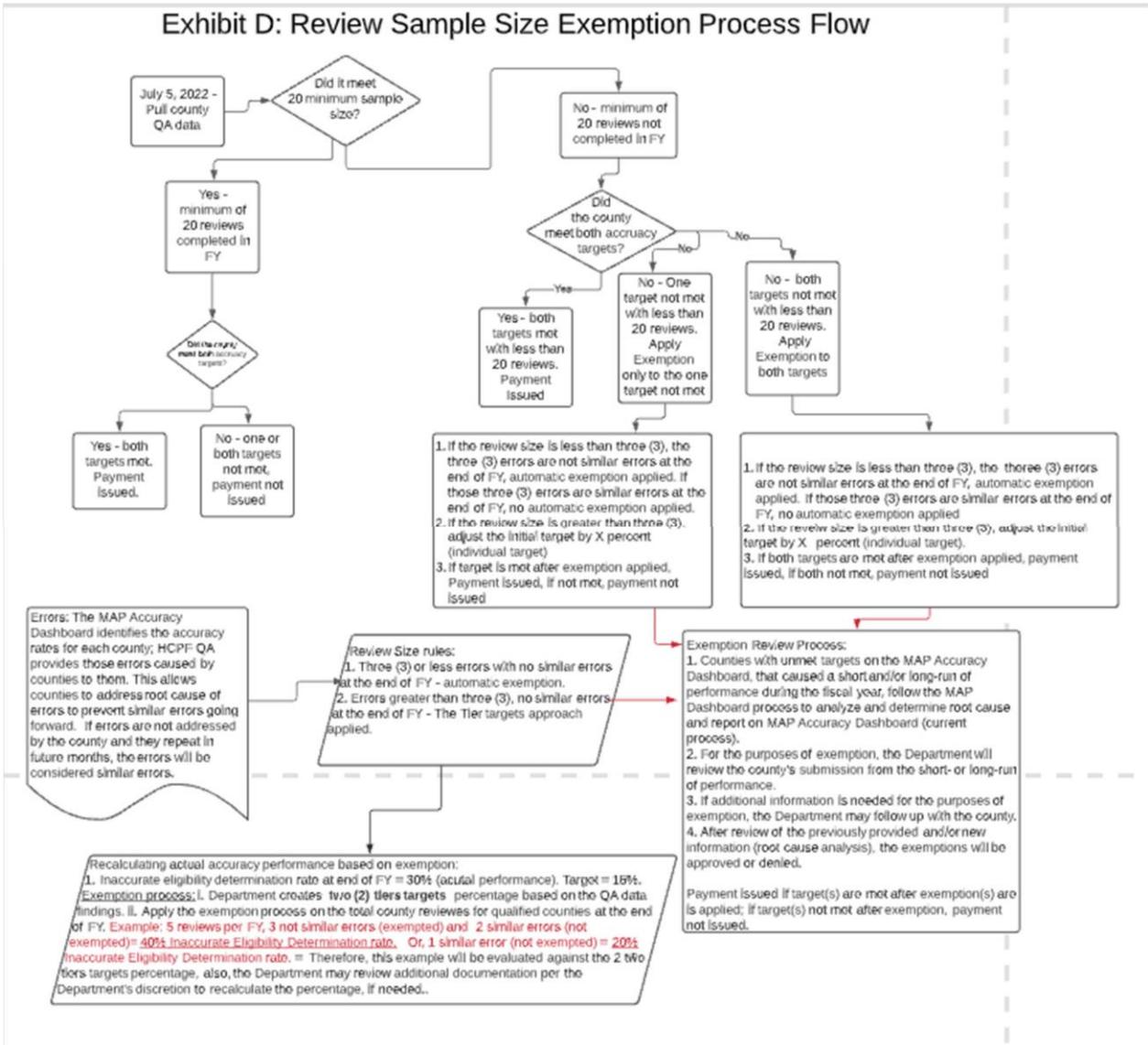
- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original 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 align="center">STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE</p> <p>_____ By: Name & Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p align="center">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 align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p align="center">Option Effective Date: _____</p>
--	---

Exhibit D: Review Sample Size Exemption Process Flow



Gunnison County Board of County Commissioners Calendar

(Two or more commissioners may be in attendance.)

February 1, 2022 – March 1, 2022

As of 1/28/2022

Board of County Commissioners

1. [BOCC Regular Meeting](#)
February 1, 2022, All Day @ BOCC Boardroom
[More Details](#)

2. [Mayors & Managers Meeting - Hosted by City of Gunnison](#)
February 3, 2022, 12:00 PM - 1:30 PM
[More Details](#)

3. [BOCC Work Session](#)
February 8, 2022, All Day @ BOCC Boardroom
[More Details](#)

4. [BOCC Regular Meeting](#)
February 15, 2022, All Day @ BOCC Boardroom
[More Details](#)

5. [BOCC Work Session](#)
February 22, 2022, All Day @ BOCC Boardroom
[More Details](#)

6. [BOCC Regular Meeting](#)
March 1, 2022, All Day @ BOCC Boardroom
[More Details](#)

Gunnison County Organization

[Holiday - Washington's Birthday - Offices Closed](#)
February 21, 2022 All Day
[More Details](#)

Gunnison-Hinsdale Board of Human Services

1. [Gunnison-Hinsdale Board of Human Services Meeting](#)
February 15, 2022, All Day @ BOCC Boardroom
[More Details](#)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: October 19, 2021 Regular Meetin

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, the 10/19/2021 regular meeting minutes

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/1/2022

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
October 19, 2021**

The October 5, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner

Matthew Birnie, County Manager
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the Local Liquor Licensing Authority meeting to order at 8:31 am.

Alcohol Beverage License; Almont FBF Holdings, LLC, dba Almont Resort; License #03-14906; Effective 9/29/2021-9/29/2022: With no questions from the Board, it was **moved** by Commissioner Smith to approve the Alcohol Beverage License for Almont FBF Holdings, LLC dba Almont Resort, License #03-14906, as presented. Seconded by Commissioner Mason. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the Local Liquor Licensing Authority meeting at 8:32 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of County Commissioners Regular Meeting to order at 8:32 am.

AGENDA REVIEW: No changes were needed.

MINUTES:

1. July 20, 2021 Regular Meeting Minutes – **Moved** by Commissioner Smith, seconded by Commissioner Mason to approve the July 20, 2021 Regular Meeting minutes, as presented. Motion carried unanimously.

CONSENT AGENDA: With no questions or concerns by the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Consent Agenda as presented. Motion carried unanimously.

1. Release of Landscaping Improvements Agreement for the Gallegos Corp. - Conger Harvesting Area; LUC Change Permit No 2018-00053
2. Release of Landscaping Improvements Agreement for Swiss Holdings, LLC and Alpha Mechanical Solutions, LLC; LUC Permit No 2018-00025
3. Acknowledgement of County Manager Signature; Airport Terminal Lease Agreement; Arinc Incorporated; 10/1/2021 – 9/30/2024; \$3,600
4. Ratification of Correspondence; Colorado Department of Transportation (CDOT) Proposed Rulemaking Governing Statewide Transportation Planning Process and Transportation Regions; 2 CCR 601-22
5. Amendment to the Agreement Establishing the Choice Pass Community Support Fund; Community Foundation of the Gunnison Valley

SCHEDULING: Chairperson Houck noted that he needed to make sure who would be attending the November 4th Mayors & Managers meeting, as he could not. Both Commissioner Smith and Commissioner Mason confirmed they would be attending. Chairperson Houck then noted the joint Planning Commission meeting on November 5th at 9 am. Commissioner Smith noted that they also had an RTA meeting that day and so both Commissioners Smith and Mason decided that one would go to the Planning Commission meeting, while the other attended the RTA meeting at the same time.

COUNTY MANAGER'S REPORT AND PROJECT UPDATES: County Manager Matthew Birnie was present for discussion.

1. Disposition of Gunnison Valley Health Vehicles. CM Birnie informed the Board that Gunnison Valley Health (GVH) was looking to sell some of the EMS vehicles which the County had the titles for. CM Birnie asked the Board to delegate signing authority to GVH Vice President of Administrative Services, Wade Baker, in order to finalize each sale.

County Attorney Matt Hoyt noted that there could be some liability in the disposition itself, if there is any circumstance which might bring harm to the party to whom it is disposed. He also recommended that a motion to engage in the appropriate steps to make that authority happen would be appropriate that day. With some discussion regarding how to make appropriate wording, it was **moved** by Commissioner Mason, seconded by Commissioner Smith, to delegate to County Manager

Matthew Birnie, subject to Attorney approval, those steps necessary to delegate to GVH the disposition of Gunnison Valley Health vehicles, so that it might not be necessary to come again before the Board, if the County Manager and the County Attorney are able to determine that it does not require further, formal Board action. Motion carried unanimously.

2. Contractor Agreement; Vaccination Events in Montrose and Delta Counties; Tri-County Health Network; \$127,000. CM Birnie explained that this contract had not been ready to put on the consent agenda for the Board's approval; however, he had been able to get the needed signatures by the actual agenda meeting. As this was just over the amount he was authorized to be able to sign, he asked the Board for their approval to sign. Chairperson Houck then **moved** to authorize approval of the Contractor Agreement for Vaccination Events in Montrose and Delta Counties with the Tri-County Health Network for the amount of \$127,000, and to authorize the signatures of the Board. Commissioner Smith seconded. The motion carried unanimously.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was absent for the meeting, so no report was available.

VOUCHERS and TRANSFERS: Chief Financial Officer Juan Guerra was present for reports on Vouchers and Transfers reports.

1. September 2021 Accounts Payable Report – **Moved** by Commissioner Smith, seconded by Commissioner Mason, to approve the Vouchers Transfer for \$4,141,920.14. Motion carried unanimously.
2. August 2021 Purchase Card Report
3. August 2021 Cash Transfer Report – **Moved** by Commissioner Mason, seconded by Commissioner Smith, to approve the cash transfer in the amount of \$7,471,013.27. \$5,669,624.41. Motion carried unanimously.
4. September 2021 Cash Transfer Report
5. Sales Tax - LMD Reports – The Board noted that the 2021 sales tax report was extremely strong still into October. CFO Guerra noted that in 2020, steps were taken to control the budget, as no one knew where everything would be headed; however, 2021 was still experiencing record building, restaurant and lodging sales tax revenues.

CHANGE TO AGENDA - DRAFT 2022 MEETING SCHEDULE: This item was inadvertently skipped on the agenda earlier, so the Board added it back to the agenda at this point, since they were ahead of schedule and able to fit it in.

Chairperson Houck explained to those present that this was for scheduling purposes at this point in the year; the 2022 Meeting Schedule would actually formally ratified by the Board at the first meeting in 2022. While Commissioner Smith stated that notice of specials meeting was appreciated for her planning purposes, Chairperson Houck explained that these often had to added a little closer to the times when holidays or other special circumstances made it necessary to add the special meetings. Commissioner Mason asked about the departmental strategic planning meetings which usually took place in February, and CM Birnie explained that they did not show on this very basic outline of dates for 2022 meetings. The Board then had no further questions and comments; no action other than a review was required at the time.

TREASURER'S REPORT: County Treasurer Debbie Dunbar was present via Zoom for discussion and to answer any Board questions.

With no comments or questions from the Board, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to accept the Treasurer's Report and authorize the chair's signature. Motion carried unanimously.

CHANGE OF AGENDA: As the agenda was ahead of schedule for the 9:05 am item, Chairperson Houck elected to jump to Commissioner Items.

COMMISSIONER ITEMS:

Commissioner Smith

1. Follow-up on Mobile Home Park Legislation Efforts. Commissioner Smith informed the Board that she had discovered State Representative Andrew Boesenecker was working with Larimer County to make improvements to the Mobile Home Park Act, specifically regarding the opportunity to purchase, for the 2022 legislative session. She had also been informed that there were weekly coalition stakeholder meetings, and she was currently working on connecting with several different people to see if she could become involved in the stakeholder meetings. Commissioner Smith also noted that she was happy to see there were many efforts already underway, that Gunnison County had not needed to be the instigators of these legislation efforts.

County Attorney Matt Hoyt then joined in to inform the Board that approximately 10 days before, the Colorado Department of Local Affairs (DOLA) had a rulemaking hearing encompassing proposed regulatory changes which the Commissioners had earlier authorized the Attorney's Office to submit. Deputy County Attorney Emilee Gaebler had attended and reported back that generally positive changes were proposed at the hearing – friendly to the residents of mobile home parks. CA Hoyt remarked that it appeared their submitted comments had carried quite a bit of weight;

the Gunnison County Attorney's Office had repeatedly been mentioned as providing helpful comments as to the rulemaking DOLA was considering.

2. Opioid Regional Group. Commissioner Smith reported that things were coming together for this regional group, being formed to handle settlement funding which the State would soon be distributing. She explained that she was about to reach out to all of the group's municipalities to ensure that they were signing the State Memorandum of Understanding regarding distribution of settlement funds, which had a signing deadline of January 22, 2022. Commissioner Smith noted that there had been earlier confusion for some in the group – wondering whether, if one municipality did not sign, if this then compromised all of the group's funding. She explained that this was not the case; that a municipality's not signing actually meant they would cede their allocation to the regional group, and the total funds to the regional group would not be reduced.

CA Matt Hoyt cautioned that Colorado could fail to receive funds if a threshold of 95% local government participation was not met; therefore, it was important to make sure the group's municipalities did sign on. Commissioner Smith noted, as well, that it would not be any risk for the local municipality to sign on – if they did not wish to handle the distribution of funds, they could then cede their funding portion back to the group to redistribute. She further explained that some in the group were still going through the process of appointing their representatives, so not much more could be done as a group until all had appointed members.

3. Counties & Commissioners Acting Together (CCAT) Transportation call. Commissioner Smith participated in this call, wherein CCAT was putting together a letter to the Board of Transportation concerning greenhouse gas emissions. As there had been an extension in the submittal deadline, Commissioner Smith reported that CCAT would have more time to include many of the comments that she had submitted on behalf of the Board, ensuring rural communities' needs were also represented.
4. Colorado Counties Inc. (CCI) Legislation call. Commissioner Smith noted that Commissioner Houck had also been on this call, but wanted to express that she felt the big news on this call was Senator Hansen pushing a short-term rental tax bill that would accomplish what Gunnison County had been pressing for back in 2019 – getting short-term rentals to be taxed at the commercial rather than the residential rate. She also noted that those in the meeting acknowledged this does not fix all the issues, but does assist to even the field for residences operating like businesses and competing directly with more traditional lodging establishments.

The Board, CA Hoyt, CM Birnie discussed further issues needing addressed with short-term rentals, highlighting needs for a threshold of x amount of days to establish residential vs commercial boundaries; hosted vs non-hosted stays, platform transparency needs, and enforceability.

Colorado Opioid Settlement Memorandum of Understanding: Commissioner Smith and County Attorney Matt Hoyt were present to introduce this item to the rest of the Board.

CA Matt Hoyt provided background by disclosing that settlements were reached with three large opioid distributors, as well as one large opioid manufacturer – Johnson & Johnson. Thousands of lawsuits filed over the country in the last few years had all been consolidated into one single federal court case, currently pending in the middle district of Ohio. In that case, the parties came to a global settlement agreement, setting the case for all local and state governments in the United States, whether they participated in the class or not. For Colorado to become part of this opt-in class settlement, Colorado would have to have 95% of all local governments in Colorado, those eligible to receive settlement funding, agree to the settlement. There were four agreements which Gunnison County needed to agree to, in order to receive settlement funding: a) the Colorado Memorandum of Understanding (MOU) – an agreement between all local governments in Colorado and the Attorney General representing the State – about how funds in Colorado would be distributed. This would be a mix of direct funding to local Counties and municipalities within the County, and to regional councils generally based on judicial districts within the State; plus b) three settlement documents (two participation documents plus one escrow agreement) that are part of the multi-district litigation. CA Hoyt recommended that the County agree to these three settlement agreements along with the MOU in order to participate in the settlement. He added that municipalities may not receive very large amounts of funding, but it was important to encourage them to sign on as well, because they would receive some funds, and the County and region would as well.

After several minutes of discussion regarding the ways in which different regions might best receive and distribute their funding, along with the direct funding to the County and municipalities, it was **moved** by Commissioner Smith, seconded by Commissioner Mason to authorize the Chair to sign the following four documents: 1) Subdivision Settlement Participation; 2) Colorado Subdivision Escrow Agreement; 3) the Settlement Participation, and 4) Colorado MOU. Motion carried unanimously.

UNSCHEDULED CITIZENS:

1. Dave Taylor – Dave stated that he knew there would be a discussion of the Tourism & Prosperity Partnership (TAPP) budget at 1:00 pm during the Board Work Session. He noted that TAPP was asking for a \$1.1 million increase, and questioned why, stating that currently Gunnison County does not have the monies to service all the people already coming to our community. He pointed out that \$800,00 was earmarked to go to Western Colorado University, with \$300,00 of that funding going into a video or product for Blister to market Western. He suggested to the Board that if Local Marketing District funding was going to Western, that it should go directly from the County rather than through TAPP. He also asked the Board to consider that a great deal of the \$300,000 earmarked for Blister should go instead to Gunnison Promise – a local initiative to send any resident of the

Gunnison School District to Western and top off whatever their tuition needs would be after scholarships and Pell grants are applied. He proposed that this was the wrong time to be using fund balance in a tourism economy that is very strong, while at the same time does not have enough employees to support the tourists that are coming to the area. Dave offered another suggestion that the County should leave the fund balance alone, and suggest to TAPP that if they want to support WCU, it should come out of their budget. He also noted that there should be a way that is not considered a capital improvement, for some of this funding to go to affordable housing as well. He concluded by requesting the Board to please look at these other ways to support Western.

COMMISSIONER ITEMS:

Commissioner Mason

1. Attended a waste disposal subcommittee meeting. Commissioner Mason reported the Forest Service is still interested in consolidating their campus at the Gunnison Rising; they looked at what properties might be available to sell which would work for another dump station. Commissioner Mason let the Board know that the Forest Service expressed preference to selling property to local government or municipalities first before it would go on the general market.
2. Attended the Counties & Commissioners Acting Together (CCAT) Transportation subcommittee meeting. Commissioner Mason felt that Commissioner Smith had covered this well, but wanted to report on two other possibilities covered at the meeting: 1) to use Mountain Express Lane cameras on I-70 for ticketing when the express lane is closed, and 2) development of state-wide traffic codes for bicyclists, as they treat vehicle signs and traffic lights differently than motorists, i.e., stop signs are treated as yield signs.
3. Attended a Lead King Loop working group meeting last week. Commissioner Mason remarked that the meeting had been well attended, and they had discussed the facilitation contract signed with Western Colorado University and the Forest Service. The contract was sent out to all members of the Lead King working group, as there were many questions being asked about it. They also discussed how effective enforcing hunting and fishing license permits had been. The group noted that it was a little less busy than the year before; an officer will be in the area until October 24th. Commissioner Mason also expressed that he will be reaching out to Sheriff Gallowich to learn how helpful it was to have the two deputies working with a small office in Marble this past visitor season. Commissioner Mason also let the Board know that the Town of Marble had outlawed trailer parking on the side of the roads for this year, and they would only allow parking for trailers in 20 spots of the mill site parking area. The quarry was allowing overflow parking, but had let the town know they would be stopping this for the next year, due to liability issues. Commissioner Mason stated that parking would definitely have to be addressed by the Town of Marble for next year's season, and he was hoping the upcoming facilitation process would also help in identifying parking areas.

Commissioner Houck.

1. Discussion with Kathleen Curry. Chairperson Houck let the Board know that there would potentially be seven pieces for water legislation coming soon, and part of his conversation with Kathleen had been centered around how to work through those. He expressed the need for Gunnison County to understand what their stance is on this legislation, and proposed a work session to discuss this in the future with Kathleen, requesting the Board to take a look at these upcoming interim bills.
2. Working extensively on the Forest Service's Grand Mesa-Uncompahgre-Gunnison (GMUG) National Forest Plan draft revisions. Chairperson Houck noted he was preparing comments to the Forest Service plan from Gunnison County. He believed the deadline for these comments was set for November 12th, but wanted draft comments prepared for a 30-minute discussion at the Board's regular meeting on November 2nd.
3. Attended the Human Resources Director, candidate open-house. Chairperson Houck expressed appreciation for the open-house and getting to meet the candidates. When asked about how long the selection process should take, CM Birnie let the Board know it should be finalized in one to two weeks.
4. Reminder that the County Board of Equalization Board would be meeting the next week to hear recommendations from the Hearing Officer. Chairperson Houck discussed how to make decisions based on the Hearing Officer's findings. CM Birnie and CA Hoyt advised that the point of the hearing officer (HO) process was to hear the recommendations of the HO and ask questions of the HO, not to re-hear the petition. If there was anything that they did not understand or if they disagreed with a recommendation, they could spend more time on these cases. Chairperson Houck then directed the Board that this was usually a second stop in the process of appeal; the first stop in the appeal process was with the Assessor's Office.

BREAK: Chairperson Houck called a recess in the meeting from 9:56 am to 10:00 am.

CONTINUED PUBLIC HEARING; TINCUP STREET VACATION REQUEST; THAT PORTION OF LAUREL STREET ADJACENT TO LOTS 18024, BLOCK 14, AND LOTS 1-7, BLOCK 13, TOWN OF TINCUP; SALLY KUISLE AND LYLE & CHERYL RIEGER (HUMMING BIRD PROPERTIES, LLC)

1. **Resolution; A Resolution Vacating a Certain Portion of Laurel Street Lying Within the Town of Tincup, County of Gunnison, State of Colorado** - Chairperson Houck noted that this

hearing was continued and would need to be continued to November 2nd at 9 am. When consulted about the sufficiency of this, CA Hoyt suggested a motion.

At that point, it was **moved** by Commissioner Smith, seconded by Commissioner Mason, to continue the Public Hearing for the Tincup Street Vacation Request – That Portion of Laurel Street Adjacent to Lots 18024, Block 14, and Lots 1-7, Block 13, Town of Tincup; Sally Kuisle and Lyle & Cheryl Rieger (Hummingbird Properties, LLC) – to November 2nd at 9:00 am. Motion carried unanimously.

ADJOURN: Moved by Commissioner Smith, seconded by Commissioner Mason to adjourn the Gunnison County Board of County Commissioners Regular Meeting. The meeting was adjourned at 10:02 am

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING: This separate meeting was held from 10:02 am to 10:30 am. Please refer to separate agenda and meeting minutes on record for the Gunnison/Hinsdale Board of Human Services.

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of Health Regular Meeting to order at 10:30 am.

Health and Human Services Director Joni Reynolds, Early Child Care Program Coordinator Margaret Wacker, and Coalition Coordinator Kyle Tibbett attended in person to present and answer any Board questions. Also present was Medical Health Officer, Dr. John Tarr.

HHS Director Joni Reynolds began the meeting by informing the Board that they were working toward having a booster clinic available the first week of November with the added Moderna and Johnson & Johnson boosters; currently, they were waiting on CDC formalization of these two, which would probably come by the end of the week. She noted that Johnson & Johnson and Moderna boosters were already available by appointment at the hospital clinic, doctor's offices, City Market, Walmart and Clark's Market.

Dr. Tarr covered the differences and advantages in the mix and match of vaccinations and boosters. He advised that mixing rather than matching may be an advised way forward; some data shows that this may be advantageous for immunity.

HHS Director Joni Reynolds let the Board know that tomorrow they would be holding a clinic in Crested Butte at the Community School where people could walk in, get both their COVID booster for Pfizer, and their flu vaccination as well. Next week, the same thing would be offered at the Fred Fieldhouse in Gunnison, where walk-ins will also have the same option of getting their Pfizer booster and flu vaccination together. This walk-in clinic would be offered on Tuesday, October 26th, from 4:30 pm to 6:30 pm. HHS Director Reynolds also mentioned that the school clinics had very low participation numbers, but with several clinics offered, the numbers became more significant, and parents who wanted this option were very grateful.

When questioned about how many brought their vaccination records with them, HHS Director Reynolds noted that for the first booster walk-in clinic, they had 200-300 people participate with only 3-4 people who did not have their vaccination record cards with them. She added that the MyColorado app for your phone could be used for your vaccination records now as well. The intent of the State was to use this system to show proof at any venue requiring proof.

Navigator Position Update; Coalition Coordination and Community Health Coalition Update: Behavioral Health Services Update: Suicide Prevention and Substance Abuse Prevention (Tobacco): HHS Director Joni Reynolds asked Dr. Tarr if he had any comments on the Coalition for the Board, and he responded that the federal resources available, as administered through Gunnison County Substance Abuse Prevention Project (GCSAPP) – and which could be devoted to the Coalition – were now substantially improved. He attributed this in great part to Jennie Birnie, Community Well Being Liaison for Gunnison Valley Health. He felt that community involvement, along with the health system's commitment to behavioral health, had greatly increased, and that this collaboration with all elements would continue to be strengthened.

Early Child Care Program Coordinator, Margaret Wacker, presented the Health Coalition update. She informed the Board that strategic planning had been completed in 2020, with an emphasis on developing the infrastructure of staffing, funding health equity and communication. As a result, she highlighted grants that helped to formalize their new staffing: a) a \$30,000 Colorado Department of Public Health and Environment (CDPHE) grant, and b) a \$16,500 Rocky Mountain Health foundation grant.

Margaret further explained that, in partnership with Juvenile Services, a Coalition Coordinator role was incorporated into the RCORPS (opioid prevention work), and Kyle Tibbett had applied for the position and been hired in June 2021. Rosa Hernandez Ros, had also been hired on as a Navigator in August 2021, and was being trained to assist clients in navigating to services for basic and medical needs. Margaret then stated that increasing the capacity for navigation services, as well as increasing coordination between organizations throughout the community was a top priority and the topic of their next Health Coalition meeting on November 18th. In closing, she noted that the Health Coalition was creating a Health Equity

Framework draft; they were currently working on development questions to ask for evaluation of the programming.

Behavioral Health Services Update: Suicide Prevention and Substance Abuse Prevention (Tobacco): Early Child Care Program Coordinator, Margaret Wacker, presented the Behavioral Health Services update, as well. She let the Board know that an RCORPS implementation grant was being used to help support the Health Coalition Coordinator role, and will allow the consortium to work on priorities such as enhancing recovery support, treatment options and harm reduction.

Margaret noted that, for suicide prevention, they still had approximately \$7,000 of funds from the Center for Mental Health and another foundation. Coalition Coordinator Kyle Tibbett and GCSAPP Program Coordinator Emily Mirza were working on putting together suicide prevention training for this winter.

Youth Development, ECC Program Coordinator Wacker reported, works on youth mental health counseling under the leadership of Juvenile Services. On October 20th, Gunnison Middle School would be hosting a Sources of Strength (SOS) training for 6th – 8th graders. Another program, Helping Kids Colorado Survey (HKCS), will be administered within the next couple of months and the data will be shared in the Spring for mental health measures for youth.

Tobacco Prevention in Gunnison County is still receiving regional tobacco prevention funding of \$33,181 per year. Margaret informed the Board that Kyle Tibbett is helping with this somewhat, though he has mainly taken on the role of Coalition Coordinator. HHS and Juvenile Services have discussed having Juvenile Services combine the tobacco prevention work with another position related to substance abuse prevention, but this position has yet to be hired. Continuing work with tobacco prevention includes workshops for the regional tobacco staff and providing media placements.

The Board then asked HHS Director Joni Reynolds if there were needs that the Board could address that day. She replied that she would be looking at planning for next year shortly, and would reach out to them at that point.

ADJOURN: Chairperson Houck adjourned the Board of Health Regular Meeting at 11:02 am.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes Approval: December 21, 2021 Regular Meeti

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

For your review, the 12/21/2021 regular meeting minutes

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/1/2022

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
December 21, 2021**

The December 21, 2021 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Roland Mason, Vice-Chairperson
Liz Smith, Commissioner [ABSENT]

Matthew Birnie, County Manager
Melanie Bollig, Deputy County Clerk
Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

CALL TO ORDER: Chairperson Houck called the meeting to order at 8:30 am.

PUBLIC HEARING; LIQUOR LICENSE TRANSFER; COLORADO LIQUOR RETAIL LICENSE APPLICATION; THE WOODEN SPOON LLC DBA THE WOODEN SPOON: Gunnison County Clerk and Recorder Kathy Simillion was present to answer any questions.

1. Open Public Hearing. Chairperson Houck opened the Public Hearing at 8:31.
2. Public Notice Confirmation. County Clerk Kathy Simillion confirmed that the Public Hearing had been properly public noticed, and she had reached out to the parties involved with the transfer.
3. Identify Ex Parte Communications. There were no ex parte communications identified.
4. Staff Presentation. Chairperson Houck noted that the proper state and county officials had all reviewed and signed off on the transfer; County Clerk Kathy Simillion added that this license transfer only lacked the opportunity for public input or objection before being approved, and that all proper notices and contact with the parties concerned had been made.
5. Applicant Presentation. The applicant was not present for the public hearing.
6. Board Questions. There were no questions from the Board members.
7. Public Comments. Chairperson Houck opened the Public Hearing to comments at 8:32 am. There were no public comments made, either in the room or via Zoom.
8. Acknowledge Correspondence Received. No additional correspondence was identified.
9. Applicant Response. The applicant was not present for the public hearing.
10. Close Public Hearing. Chairperson Houck closed the Public Hearing at 8:31 am.

Moved by Commissioner Mason, seconded by Chairperson Houck to approve the liquor license transfer for the Wooden Spoon LLC dba The Wooden Spoon. Motion carried.

Fermented Malt Beverage, Alcohol Beverage License; Harmels Operation LLC dba Harmels Ranch Resort; License #04-01630: Gunnison County Clerk and Recorder Kathy Simillion was present to answer any questions. Chairperson Houck introduced the item by noting that a public hearing had already been done for this license. With no questions from the Board, Commissioner Mason **moved** to approve the Fermented Malt Beverage, Alcohol Beverage License for Harmels Operation LLC dba Harmels Ranch Resort, License #04-01630, as presented. Chairperson Houck seconded, and the motion carried.

ADJOURN: Chairperson Houck adjourned the meeting of the Gunnison County Local Liquor Licensing Authority at 8:33 am.

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the special meeting to order at 8:33 am.

BUDGET ACTION:

1. **Resolution; Amending the Gunnison County Housing Authority Budget for Fiscal Year 2021 and Amending the Appropriation Resolution:** **Moved** by Commissioner Mason, seconded by Chairperson Houck, to adopt Resolution 2021-004, a Resolution Amending the Gunnison County Housing Authority Budget for Fiscal Year 2021 and Amending the Appropriation Resolution. Motion carried.

ADJOURN: Chairperson Houck adjourned the Gunnison County Housing Authority Special Meeting at 8:35 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the special meeting to order at 8:35 am.

BUDGET ACTION:

- 1. **Resolution; Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2021 and Amending the Appropriation Resolution: Moved** by Commissioner Mason, seconded by Chairperson Houck to adopt Resolution 2021-3, a Resolution Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2021 and Amending the Appropriation Resolution. Motion Carried.

PULLED/MOVED: Consent Item #2 was pulled from the GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING [below] in order to make an appropriate decision on this item involving the Gunnison River Valley Local Marketing District (LMD) and the Tourism and Prosperity Partnership (TAPP), while convened as the Gunnison River Valley Local Marketing District.

MEMORANDUM OF AGREEMENT; GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT (LMD), TOURISM AND PROSPERITY PARTNERSHIP (TAPP), AND GUNNISON-CRESTED BUTTE TOURISM ASSOCIATION (GUNNISON-CRESTED BUTTE TA); LMD TO PROVIDE MARKETING FUNDS TO GUNNISON-CRESTED BUTTE TA; JANUARY 1, 2022 THROUGH DECEMBER 31, 2022; \$3,200,000: Moved by Chairperson Houck, seconded by Commissioner Mason, to approve the Memorandum of Agreement with the Gunnison River Valley Local Marketing District (LMD), Tourism and Prosperity Partnership (TAPP), and Gunnison-Crested Butte Tourism Association (Gunnison-Crested Butte TA), wherein the LMD is to provide marketing funds to the Gunnison-Crested Butte TA from January 1, 2022 through December 31, 2022 in the amount of \$3.2 million. Motion carried.

ADJOURN: Chairperson Houck adjourned the Gunnison River Valley Local Marketing District Special Meeting at 8:38 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Chairperson Houck called the special meeting to order at 8:38 am.

AGENDA REVIEW: Chairperson Houck removed Item #2 from the Consent Agenda, as the Gunnison River Valley Local Marketing District Board had earlier taken appropriate action on this item.

SCHEDULING: Chairperson Houck noted that the next Tuesday, December 28th Work Session had been canceled, making the current meeting the last meeting of the Calendar Year 2021. There were no additions or changes to the schedule.

MINUTES APPROVAL: Since both Commissioners present had attended the four meetings, it was decided by Chairperson Houck to approve all the minutes together. **Moved** by Commissioner Mason, seconded by Chairperson Houck, to approve the October 5th, 2021 Regular Meeting, the November 9th, 2021 Special Meeting, the November 23rd, 2021 Special Meeting, and the December 7th, 2021 Regular Meeting, as presented. Motion carried.

- 1. October 5, 2021 Regular Meeting
- 2. November 9, 2021 Special Meeting
- 3. November 23, 2021 Special Meeting
- 4. December 7, 2021 Regular Meeting

CONSENT AGENDA: Moved by Chairperson Houck, seconded by Commissioner Mason, to approve the Consent Agenda, noting the removal of Item #2, which was dealt with earlier in the meeting. Motion carried.

- 1. Road Maintenance Agreement Amendment; Colorado Stone Quarries; Maintenance of Marble Quarry Road; Extension of termination date from December 31, 2021 to January 31, 2022
- 2. PULLED and MOVED: ~~Memorandum of Agreement; Gunnison River Valley Local Marketing District (LMD), Tourism and Prosperity Partnership (TAPP), and Gunnison-Crested Butte Tourism Association (Gunnison-Crested Butte TA); LMD to provide marketing funds to Gunnison-Crested Butte TA; January 1, 2022 through December 31, 2022; \$3,200,000~~ Moved to the earlier Gunnison River Valley Local Marketing District Special Meeting, in order to make a decision for the LMD.

3. Contractor Agreement; Gunnison Valley Driver's Education; for Substance Abuse Prevention Strategy; December 10, 2021 through September 30, 2022; \$50,000
4. Dedication of Public Access and Utility Easements; Wilson Subdivision, Filing No. 1
5. Development Improvements Agreement for Colorado State University - Wilson Subdivision
6. Grant Application and Resolution; Great Outdoors Colorado Trust Fund; Planning and Capacity Grant; \$98,750
7. Memorandum of Understanding between Gunnison County and Prowers County; Hot Line Calls for Child and Adult Protection
8. Grant Application; Western Regional Emergency Medical & Trauma Advisory Council (WRETAC); Crested Butte Fire Protection District; for paging equipment; \$7,500
9. Release of Development Improvements Agreement for Skyland Filing III, Phase II

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present for discussion. He noted that he had been back to work only one day, so there would not be much to report.

1. Airport Project. CM Birnie reported that the switch over for the Winter season had, for the most part, been made; the baggage screening area would soon be changed over as well.
2. Paintbrush Ribbon Cutting. CM Birnie expressed excitement for the ribbon cutting taking place later that day, and noted this was another important project nearing completion.
3. Library Project. CM Birnie confirmed that the library site was now all covered with plastic to keep the site dry. Chairperson Houck requested that CM Birnie set up a time for the Commissioners to do a walk through on-site, adding that they needed to make it a time when Commissioner Smith would be back.

DEPUTY COUNTY MANAGER'S REPORT AND PROJECT UPDATES: Deputy County Manager Marlene Crosby was present for discussion.

1. Camera resolution in the BOCC Boardroom. DCM Crosby requested that they look into having a higher resolution camera or work with Zooming in on the camera for the board meetings, noting that their faces were not high resolution at all, and it made it hard to see who was talking up front.
2. Application made to the State Bridge Fund for engineering for Slate River Bridge. DCM Crosby reported that they did not receive this funding request. She added that the County would probably have to have the engineering done up front in order to have a "shovel-ready" project; there had been \$3 million available in funding from the State, with \$13 million worth of applications.
3. Parking permits all sold for parking on Kebler. DCM Crosby informed that Board that one long-term resident had not applied in time. She also reported that towing had started for the lower parking lot under Forest Service jurisdiction, with four vehicles being towed, of which two were Irwin residents. DCM Crosby added that the Forest Service had made it clear to residents during last summer's meetings that, if they parked overnight in the Forest Service parking lot, there was a good chance they could be towed.
4. Brush Creek Trailhead. Commissioner Mason let DCM Crosby know that he had received a call from someone concerned about this area, wherein people might have to park and ski on the roads in order to access the trails. DCM Crosby explained that the County did plow to the point that allowed access to a private home and barn, but that this was a road under Forest Services jurisdiction. The problem earlier had been that skiers were parking and blocking the landowner's private access. She confirmed that skiers must now park at the Trailhead lot and ski up the road a short distance, and noted as well, that if people would report those blocking the road further up, she would start towing those vehicles.

CHANGE TO AGENDA: Chairperson Houck then elected to change the agenda, moving to Commissioner Items, as the meeting was ahead of schedule.

COMMISSIONER ITEMS:

Commissioner Mason:

1. Attended a Housing Authority meeting. Commissioner Mason reported that the Board was looking at developing strategic planning, and they would be working on this into 2022. Questions the group was concerned with included, "What kind of responsibilities should the Housing Authority take on?"; "What's their role?"; and "Where should housing go in the current future?"
2. Attended a Rural Transportation Authority (RTA) meeting. Commissioner Mason stated that RTA had made a lot more seats available this year and that they were being filled. He reported on the status of several factors which contributed to this: good recent snow; the Elevation Hotel was packed, with bookings at 100% up through at least President's Day; and the airlines currently had three flights per day, increasing to four flights per day starting January 1st, 2022. Commissioner Mason informed the Board that RTA and the Airport increased their shared mechanic's salary to better cover his insurance needs. Also, RTA had approved \$3-4 million in funding for affordable housing – at the Lazy K and for land and garage by the Senior Care Center, which could potentially provide apartments and parking for senior resource vans, as well.
3. Testified to the Transportation Committee on December 16th. Commissioner Mason let the Board know that he had presented notes from a report which Facilities Director John Cattles had prepared,

regarding rural Colorado reducing greenhouse emissions. He had highlighted how Gunnison County had increased from nine public transportation buses running locally per day to 36 buses per day currently, helping to keep single car users off the roads. He pointed out as well to the Committee that Gunnison County is in favor of multi-modal transportation that puts people close to where they work. Commissioner Mason noted that the Committee had received pushback from some rural counties, so were very interested in how Gunnison County was working with this.

Commission Houck:

1. Attended a Stockgrowers Annual Meeting. Commissioner Houck reported that he had given the group an overview of progress made on the Wolf Reintroduction Committee and the Gunnison Basin Sage-grouse Strategic Committee, highlighting the County's plans regarding drought, and recent work on cheat grass and other invasive species' mitigation. He had also touched on Forest Service help issues directly related to the ranching industry, noting that Gunnison District Ranger, Matt McCombs, would be moving shortly into a State position.
2. Spent two days in Denver for the Wolf Reintroduction Management Meeting, serving on the committee's Technical Working Group. Commissioner Houck explained that with the deadline stipulated as December 2023 for reintroduction, they were still working on the "bigger picture" issues, trying to get people from different counties with vastly different viewpoints to find points of commonality.
3. Talked to the leadership at the Division of Natural Resources in Denver. Commissioner Houck stated that his time in Denver also allowed him to talk to the leadership branch of the Division of Natural Resources at the Colorado Parks & Wildlife headquarters, regarding the Grand Mesa-Uncompahgre-Gunnison (GMUG) Forest Revision plan and the State's comments.
4. Met with the Sustainable Tourism & Outdoor Recreation (STOR) Committee December 16th. Commissioner Houck introduced a recent email that Community and Economic Development (CED) Director Cathie Pagano had shared with him that morning – Gunnison County would receive an additional \$150,000 through the Great Outdoor Colorado (GOCO) grant they had recently applied for. This would allow them to hire a GOCO fellow to support the stewardship program the County shares with Western Colorado University. He highlighted further what CED Dir. Pagano had related – since the inception of STOR approximately three years ago, the County had received over \$950,000 in grant funding. This funding has supported STOR Corp, trailhead designs, stewardship programs, and the Shady Island project, and the Land Trust, to name a few.
5. Attending the Paintbrush Apartments Ribbon Cutting at 1 pm. Commissioner Houck observed that he was excited to see the people moving in, and noted that among these are County employees.
6. Attended the Mayors & Managers Meeting held two weeks ago. Commissioner Houck and Commissioner Mason had both been able to attend. Commissioner Houck noted that he was glad to meet and chat with the new Mayor of Gunnison, Diego Plata. Commissioner Mason also noted the attendance of the new Mayor from Crested Butte, Ian Billick, as well as the new CEO for Gunnison Valley Hospital, Jason Amrich. Both commissioners remarked how good it was to get to meet all the new people and have the opportunity to collaborate with them at these meetings.
7. Received a "Thank You" Note from a local business. Commissioner Houck related that he had received a thank you for the dining dollars distributed to County employees. The business owner had noted that it was a great aid in supporting local restaurants during this time of year.

BREAK: Commissioner Houck elected to take a recess from 9:10 am to 9:15 am.

BUDGET ACTION: Chief Financial Officer Juan Guerra was present to explain the budget amendments. He stated that the amendments to the General Fund included the following departments: Library, Road and Bridge, Human Services and Public Health, and Conservation Trust Fund. The amendments were all related to compliance required for a clean audit.

1. **Resolution; Amending the Gunnison County Budget for Fiscal Year 2021 and Amending the Appropriation Resolution:** With no questions from the Board, Commissioner Mason moved to approve Resolution 2021-43, Amending the Gunnison County Budget for Fiscal Year 2021 and Amending the Appropriation Resolution. Chairperson Houck seconded. Motion carried.

VOUCHERS AND TRANSFERS: Chief Financial Officer Juan Guerra was present to answer any questions.

1. December 2021 Accounts Payable Report – **Moved** by Commissioner Mason, seconded by Chairperson Houck, to approve the Vouchers in the amount of \$3,009,832.99. Motion carried.
2. October 2021 Purchase Card Report
3. November 2021 Cash Transfer Report – **Moved** by Commissioner Mason, seconded by Chairperson Houck, to approve the cash transfer for \$5,669,624.41. Motion carried.
4. Sales Tax - LMD Reports

TREASURER'S REPORT: County Treasurer Debbi Dunbar was present to answer any question from the Board. With no questions from the Board, Chairperson Houck **moved** to accept the Treasurer's Report and authorize the Chair's signature. Commissioner Mason seconded. Motion carried.

CERTIFICATION OF LEVIES AND REVENUE FOR TAX YEAR 2021 / BUDGET YEAR 2022:

Assessor's Office Senior Appraiser William Spicer was present to go over the report with the Board. He explained that the purpose of signing the report was for legal authorization to the Assessor to extend the levies to all properties within the County, so that taxes may then be generated. As he briefly went over the report, he noted a \$52.2 million increase for tax levies in 2022, adding that most of this increase was residential, and that next year might see a small decrease in assessed valuations.

Moved by Chairperson Houck, seconded by Commissioner Mason, to approve the Certification of Levies and Revenue for Tax Year 2021/Budget Year 2022 and to authorize the Chair's signature. Motion carried.

CTSI - COLORADO COUNTIES CASUALTY AND PROPERTY POOL AGREEMENT AND INVOICE; FOR PARTIALLY SELF-FUNDED PROGRAM; GUNNISON COUNTY; JANUARY 1, 2022 THROUGH DECEMBER 31, 2022; \$341,793:

Chief Financial Officer Juan Guerra was present to answer any questions. After some discussion on the meaning of "equity credit", it was **moved** by Commissioner Mason, seconded by Chairperson Houck, to approve the CTSI – Colorado Counties Casualty and Property Pool Agreement and Invoice for \$341,793, and to authorize the Chair's signature. Motion carried.

APPROVAL OF ATV, OHV AND UTV USE ON CR #3:

1. **Resolution; Temporarily Extending Resolution No. 21-12 and Authorizing ATV, OHV and UTV Use on a Certain Portion of County Road #3 Until January 4, 2022** – Deputy County Manager Marlene Crosby was present to for discussion. Chairperson Houck introduced that it was time to re-evaluate the resolution that had been put in place earlier in 2021 in order to assist the Town of Marble and citizen groups in Marble to deal with the Summer season's motorized vehicle traffic. The Board had put a sunset date on that resolution for the end of the year to re-evaluate.

DCM Crosby asked the Board for an extension of four days into 2022, as the next regular meeting for the Board of County Commissioners would be held on 1/4/2022; she noted that Commissioner Smith would also be able to participate in the evaluation.

Moved by Commission Mason, seconded by Chairperson Houck, to approve Resolution 2021-44, a Resolution Temporarily Extending Resolution No. 21-12 and Authorizing ATV, OHV and UTV Use on a Certain Portion of County Road #3 Until January 4, 2022. Motion carried.

AGREEMENT FOR SERVICES; SITA INFORMATION NETWORKING COMPUTING USA INC; TO PROVIDE "COMMON USE TERMINAL" HARDWARE AND SERVICE TO THE GUNNISON-CRESTED BUTTE REGIONAL AIRPORT; BEGINNING DECEMBER 15, 2021; \$173,641.84 + \$4,414.20 MONTHLY:

County Manager Matthew Birnie and County Attorney Matt Hoyt were in the room to present this program to the Board. CM Birnie introduced the contract by explaining this was an operational software platform which would allow any of the airlines to use the terminals at all the gates. CA Hoyt affirmed that he had worked through negotiations with the vendor to arrive at a satisfactory agreement for all the parties.

With Commissioner Mason stating he had asked CM Birnie about the particulars of this complex agreement earlier, and Chairperson Houck having no questions, it was **moved** by Commissioner Mason, seconded by Chairperson Houck, to approve the Agreement for Services with SITA Information Networking Computing USA Inc., to provide "Common Use Terminal" hardware and service to the Gunnison-Crested Butte Regional Airport beginning December 15, 2021, for \$173,641.84 plus \$4,414.20 monthly. Motion carried.

CHANGE OF AGENDA: As the meeting was again ahead of schedule, Chairperson Houck elected to move to the 10:35 am item – Resolution Numbering Revisions.

RESOLUTION NUMBERING REVISIONS FOR:

- a) **Gunnison County Housing Authority Resolutions (2);**
- b) **Gunnison River Valley Local Marketing District Resolutions (2); and**
- c) **Gunnison County Board of County Commissioners Resolutions (4)**

Chairperson Houck introduced the resolution numbering revisions by consulting County Attorney Hoyt on the best way to execute the motions. CA Hoyt then recommended that the cleanest record would be to convene under each Board to correct the resolution numbering.

Gunnison County Board of County Commissioners Resolutions (4):

Moved by Chairperson Houck, seconded by Commissioner Mason, to revise Resolution #2021-42 to #2021-38; to revise Resolution #2021-43 to #2021-39; to revise Resolution #2021-44 to #2021-40; to revise Resolution #2021-45 to #2021-41; and to authorize the Deputy Clerk to make those revisions as noted to the resolutions' records. Motion carried.

RECESS: Chairperson Houck paused the Gunnison County Board of County Commissioners Regular Meeting at 9:43 am.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the special meeting to order at 9:43 am.

Gunnison River Valley Local Marketing District Resolutions (2):

Moved by Chairperson Houck, seconded by Commissioner Mason, to revise Resolution #2021-40 to #2021-1; to revise Resolution #2021-41 to #2021-2; and to authorize the Deputy Clerk to make those revisions as noted to the resolutions' records. Motion carried.

ADJOURN: Chairperson Houck adjourned the Gunnison River Valley Local Marketing District Special Meeting at 9:44 am.

GUNNISON COUNTY HOUSING AUTHORITY SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the special meeting to order at 9:44 am.

Gunnison County Housing Authority Resolutions (2):

Moved by Chairperson Houck, seconded by Commissioner Mason, to revise Resolution #2021-38 to #2021-002; to revise Resolution #2021-39 to #2021-003; and to authorize the Deputy Clerk to make those revisions as noted to the resolutions' records. Motion carried.

ADJOURN: Chairperson Houck adjourned the Gunnison County Housing Authority Special Meeting at 9:45 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

RECONVENE: Chairperson Houck reconvened the Board of County Commissioner Regular Meeting at 9:45 am.

BREAK: The meeting took a break from 9:45 am to 10:00 am.

REQUEST FOR SUBDIVISION EXEMPTION FOR CB FIRE PROTECTION DISTRICT AND SPANN RANCHES: Community and Economic Development Director Cathie Pagano was present for discussion. **Also present were Kenn Spann of Spann Ranches, CEO Sean Caffrey of CB Fire Protection District, and Jack Dietrich, Chairman of the Board for the CB Fire Protection District.**

CED Director Pagano introduced that the parcel was adjacent to the Town of Crested Butte and to the Slate River Annexation completed in 2021. She outlined further that the CB Fire Protection District had received Lot TP-1 in the Slate River Annexation; and the County's Land Use Regulation (LUR) Section 5-114 allows for the Board to contemplate a subdivision exemption as well – given the nature of the parcel; given that it would be annexed into the Town of Crested Butte, and used for a public purpose.

After some discussion between the Board, County staff, and the applicants, involving the potential placement for utility corridors, it was **moved** by Chairperson Houck, seconded by Commissioner Mason, to approve the Subdivision Exemption for Crested Butte Fire Protection District and Spann Ranches, and to authorize the Chair's signature. Motion carried.

RESOLUTION; APPROVING THE APPLICATION AMENDING THE PROTECTIVE COVENANTS OF FOXTROT SUBDIVISION, LUC-21-00063, FOXTROT ABL, LLC: Community and Economic Development Director Cathie Pagano was present for discussion, along with applicant Fred Brazelton and Attorney Marcus Lock, with Law of the Rockies.

Attorney Marcus Lock outlined the history of this application, noting that all four owners in Foxtrot were in agreement to allow a 6,000 square foot house. Also noted was the recognition that any future dwelling in the subdivision would have to go through the Land Use Process or remain with a structure no larger than 5,000 square feet, as outlined by the recent amendments to the LUR. CED Director Pagano also confirmed that this was a unique situation and she did not anticipate it happening again in the future; it was a compromise due to this application being well into the process when the LUR square footage restrictions were amended. She added that she believed this would be the only one, but they could look at any future cases on an individual basis. When asked by the Board if he had anything to add, applicant Fred Brazelton stated that their plan was to build a house with the new regulations in mind.

With no further questions from the Board, it was **moved** by Commissioner Mason, seconded by Chairperson Houck, to approve Resolution 2021-45, a Resolution Approving the Application Amending the Protective Covenants of Foxtrot subdivision, LUC-21-00063, Foxtrot ABL, LLC. Motion carried.

GUNNISON VALLEY HEALTH; APPROVAL FOR PURCHASE OF LOTS; WADE BAKER: Gunnison Valley Health VP of Administrative Services, Wade Baker, was present for discussion and Board questions. GVH VP Baker began by explaining that Gunnison Valley Health was seeking the Board's approval to purchase Lots 9 and 10, identifying them as 4.2 acres on the East side of Hwy 135, just past the Auto Corral, on the corner of Colorado. He also asked the Board for delegation of signing authority, in order to represent the County upon closing.

GVH VP Baker also outlined for the Board that land had previously been purchased West of Hwy 135, but as their plans developed, it became apparent the area was too small for a large facility and the parking requirements they needed, and land around this site was unavailable. The East 4.2 acres would provide area for the building and its parking needs. When asked about the parcels owned by GVH, VP Baker stated that he and the new CEO, Jason Amrich, would be taking a look at the list of properties they had acquired; he did not envision a long-term future for the property to the West of 135, and predicted they would be entertaining offers to sell in the future.

With no further questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Mason, to approve Gunnison Valley Health's request for the purchase of Lots 9 and 10, as described in the discussion, and that the Board appoint Wade Baker as an agent of the Board of County Commissioners, enabling him to be able to execute contracts and requirements for the closing of this property. Motion carried.

2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION: The Board waited for Emergency Management Manager, Scott Morrill, to join the meeting for this item; however, CM Matthew Birnie also noted that this was an annual approval and his attendance was not necessarily required.

With no questions from the Board, it was **moved** by Chairperson Houck, seconded by Commissioner Mason, to authorize the 2022 Emergency Management Performance Grant Application, and the signatures of Matthew as CEO, Chairperson Houck as Chair of the Board of County Commissioners and Senior Elected Official, and Scott Morrill as Emergency Management Manager. Motion carried unanimously.

RECESS: Chairperson Houck recessed the Gunnison County Board of County Commissioners Regular Meeting at 10:39 am.

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING: This separate meeting was held from 10:40 am to 11:10 am. Please refer to separate meeting minutes on record for the Gunnison/Hinsdale Board of Human Services.

ADJOURN: Chairperson Houck adjourned the Board of Human Services meeting at 10:30 am.

GUNNISON COUNTY BOARD OF EQUALIZATION SPECIAL MEETING:

CALL TO ORDER: Chairperson Houck called the Gunnison County Board of Equalization Special Meeting to order at 11:11 am.

Minutes Approval:

1. October 26, 2021 CBOE – **Moved** by Commissioner Mason, seconded by Chairperson Houck, to approve the CBOE Meeting Minutes for October 26, 2021. Motion carried.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of Equalization Special Meeting at 11:12 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

RESUMED: Chairperson Houck resumed the Gunnison County Board of County Commissioners Regular Meeting at 11:12 am.

UNSCHEDULED CITIZENS: There were no Unscheduled Citizens present in the room or remotely via Zoom for discussion.

COMMISSIONER ITEMS: There were further Commissioner Items at this point, as all had been covered earlier in the meeting.

RECESS: Chairperson Houck recessed the regular meeting at 11:13 am, in order to go into an executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. 24-6-402(4)(e)(I), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS RELATED TO PROPERTY INTEREST(S) LOCATED IN GUNNISON COUNTY, COLORADO, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND INSTRUCTING NEGOTIATORS, AND PURSUANT TO C.R.S. 24-6-402(4)(b) CONFERENCES WITH THE COUNTY ATTORNEY OR DEPUTY COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO PROPERTY INTEREST(S) LOCATED IN GUNNISON COUNTY, COLORADO:: Commissioner Houck then **moved** to go into Executive Session, pursuant to C.R.S. §24-6-402 (4) (e) (I), for determining positions relative to matters that may be subject to negotiations related to property

interest(s) located in Gunnison County, Colorado, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402(4)(b) conferences with the County Attorney or Deputy County Attorney for Gunnison County for the purpose of receiving legal advice related to property interest(s) located in Gunnison County, Colorado. The participants in the Executive Session were Commissioner Houck, Commissioner Mason, County Manager Matthew Birnie, County Attorney Matthew Hoyt, Sustainability Director John Cattles, and Community and Economic Development Director Cathie Pagano. No contemporaneous record of the meeting would be kept. Commissioner Mason seconded the motion, and the motion carried.

The Board went into executive session at 11:15 a.m. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S. §24-6-402(4). This specific session was conducted as per §24-6-402 (4) (E) (I) and §24-6-402 (4) (b).*

Attorney Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Gunnison County Attorney, that I represent the Gunnison County Board of County Commissioners, that I attended all of the above referenced executive session, that all of the executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4) and that, because in my opinion all of the discussion during the executive session constituted a privileged attorney-client communication, no record of the executive session was required to be kept and no such record was kept.

Date: _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

Pursuant to C.R.S. 24-6-402(4), I attest that I am the Chairperson of the Gunnison County Board of Commissioners, that I attended all of the above referenced executive session, and that all of that executive session was confined to the topic authorized for discussion pursuant to C.R.S. 24-6-402(4).

Date: _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 12:12 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Mason seconded the motion. Motion carried.

Chairperson Houck then let those present know that no direction would be given at that time.

ADJOURN: With a reminder to those present, of the 1:00 pm Paintbrush Apartments Ribbon Cutting ceremony, and a "Merry Christmas," Chairperson Houck adjourned the Gunnison County Board of County Commissioners Regular Meeting at 12:12 pm.

Jonathan Houck, Chairperson

Roland Mason, Vice-Chairperson

Liz Smith, Commissioner

Minutes Prepared By:

Melanie Bollig, Deputy County Clerk

Attest:

Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

**GUNNISON COUNTY HOUSING AUTHORITY
RESOLUTION 2021-004**

**A RESOLUTION AMENDING THE GUNNISON COUNTY HOUSING AUTHORITY BUDGET
FOR FISCAL YEAR 2021 AND AMENDING THE APPROPRIATION RESOLUTION**

WHEREAS, at the time of the adoption of the budget for the Gunnison County Housing Authority for fiscal year 2021 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison County Housing Authority, that a supplemental budget and appropriation resolution be adopted in the following respects:

- 1. Gunnison County Housing Fund.** The revenues are increased in the amount of \$84,240 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$73,820 as detailed by account number on Appendix A attached

may be deemed necessary to defray the expenses and liabilities of the Gunnison County Housing Authority, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2020-001 and 2020-002 respectively - for the Gunnison County Housing Authority for the fiscal year beginning January 1, 2021 and ending December 31, 2021; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 21st day of December, 2021.

GUNNISON COUNTY HOUSING AUTHORITY

Houck – yes, Mason – yes, Smith – ABSENT.

**Gunnison County Regional Housing Authority
2021 Budget Amendment Details
New, not previously reviewed by County Manager
To Be Approved 12/21/2021**

Org	Org	Object	Project	Description	2021 Original Budget	2021 Revised Budget	2021 Projected Ending	Amendment Needed	(Revenue)/ Expense	
Housing Authority Fund										
Elk Valley	€ 70741061	44913		Rent	\$ -	\$ -	\$ (13,000)	\$ (13,000)		
Elk Valley	€ 70741062	44913		Rent	\$ -	\$ -	\$ (15,300)	\$ (15,300)		
Elk Valley	€ 70741063	44913		Rent	\$ -	\$ -	\$ (15,600)	\$ (15,600)		
Elk Valley	€ 70741064	44913		Rent	\$ -	\$ -	\$ (15,600)	\$ (15,600)		
Elk Valley	€ 70741071	44913		Rent	\$ -	\$ -	\$ (15,600)	\$ (15,600)		
Elk Valley	€ 70741072	44913		Rent	\$ -	\$ -	\$ (15,600)	\$ (15,600)		
Elk Valley	€ 70741073	44913		Rent	\$ -	\$ -	\$ (15,600)	\$ (15,600)		
Elk Valley	€ 70741062	44918		Rent-Waiver	\$ -	\$ -	\$ 15,600	\$ 22,060	\$ (84,240)	
Developm€	70741030	56120		Operating Supplies	\$ -	\$ -	\$ 610	\$ 910		
Developm€	70741020	57210		Repair & Maint - Building	\$ -	\$ -	\$ 4,000	\$ 4,000		
Elk Valley	€ 70741061	57324		Contracted Services	\$ -	\$ -	\$ 1,040	\$ 4,600		
Elk Valley	€ 70741063	57324		Contracted Services	\$ -	\$ -	\$ 3,120	\$ 6,670		
Elk Valley	€ 70741064	57324		Contracted Services	\$ -	\$ -	\$ 3,120	\$ 6,670		
Elk Valley	€ 70741071	57324		Contracted Services	\$ -	\$ -	\$ 3,120	\$ 6,670		
Elk Valley	€ 70741072	57324		Contracted Services	\$ -	\$ -	\$ 3,120	\$ 6,670		
Elk Valley	€ 70741073	57324		Contracted Services	\$ -	\$ -	\$ 3,120	\$ 6,670		
Operation€	70737000	57353		Treasurer's Fees	\$ 150	\$ 150	\$ 9,000	\$ 4,000		
Developm€	70741050	57430		Dues & Memberships	\$ 700	\$ 700	\$ 2,740	\$ 2,040	\$ 48,900	
									NET	\$ (35,340)
Mountain View Fund										
Mountain	' 71740010	57245		Maintenance Contracts	\$ 2,400	\$ 2,400	\$ 18,000	\$ 19,220		
Mountain	' 71740010	59024		Surplus Cash to Owner	\$ 10,000	\$ 10,000	\$ 15,700	\$ 5,700	\$ 24,920	
									NET	\$ 24,920

Net Revenues	\$	(84,240)
Net Expenditures	\$	73,820
Total	\$	(10,420)

**GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT
RESOLUTION 2021-3**

A RESOLUTION AMENDING THE GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT BUDGET FOR FISCAL YEAR 2021 AND AMENDING THE APPROPRIATION RESOLUTION

WHEREAS, at the time of the adoption of the budget for the Gunnison River Valley Local Marketing District for fiscal year 2021 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Gunnison River Valley Local Marketing District, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. Local Marketing District Fund. The expenditures are increased in the amount of \$350,000 as detailed by account number on Appendix A attached.

may be deemed necessary to defray the expenses and liabilities of the Gunnison River Valley Local Marketing District, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption and appropriation resolutions - Resolution Nos. 2020-001 and 2020-002 respectively - for the Gunnison County Local Marketing District for the fiscal year beginning January 1, 2021 and ending December 31, 2021; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 21st day of December, 2021.

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT

Houck – yes, Mason – yes, Smith – ABSENT.

**Gunnison County
2021 Budget Amendment Details
Previously reviewed by County Manager
To Be Approved 12/21/2021**

ORG	OBJECT	PROJECT	COMMENT	REF2	DEBIT	CREDIT	TOTAL
91810000	57329		Inc TAPP strat marketing prog	BJE 383	350,000.00		
			LOCAL MARKETING DISTRICT FUND EXPENDITURES		350,000.00	-	350,000.00
			GRAND TOTAL		350,000.00	-	350,000.00

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2021-42**

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A PLANNING AND CAPACITY GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND

WHEREAS, the Gunnison County Board of Commissioners supports the Great Outdoors Colorado grant application for the Gunnison County planning and capacity application on behalf of the Gunnison County Sustainable Tourism and Outdoor Recreation Committee. Gunnison County supports the completion of the project.

WHEREAS, Gunnison County has requested \$98,750 from Great Outdoors Colorado to plan a multimodal access path from Crested Butte South to the Town of Crested Butte.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GUNNISON COUNTY BOARD OF COMMISSIONERS THAT:

1. The Gunnison County Board of Commissioners strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
2. The Gunnison County Board of Commissioners strongly supports the completion of the project.
3. The Gunnison County Board of Commissioners authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
4. The Gunnison County Board of Commissioners recognizes that as the recipient of a Great Outdoors Colorado Local Government grant the project site(s) must provide reasonable public access.
5. If the grant is awarded, the Gunnison County Board of Commissioners hereby authorizes the designated Official to sign the grant agreement with Great Outdoors Colorado.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Houck, seconded by Commissioner Mason, and adopted this 21st day of December, 2021.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

Houck – yes, Mason – yes, Smith – ABSENT.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2021-43**

A RESOLUTION AMENDING THE GUNNISON COUNTY BUDGET FOR FISCAL YEAR 2021
AND AMENDING THE APPROPRIATION RESOLUTION

WHEREAS, at the time of the adoption of the budget for Gunnison County for fiscal year 2021 certain revenues were unassured and certain expenditures were not anticipated; and

WHEREAS, revenues can now be identified for such expenditures;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that a supplemental budget and appropriation resolution be adopted in the following respects:

1. General Fund. The revenues are increased in the amount of \$2,327,920 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$1,253,521 as detailed by account number on Appendix A attached.
2. Road and Bridge Fund. The expenditures are increased in the amount of \$636,530 as detailed by account number on Appendix A attached.
3. Human Services Fund. The revenues are increased in the amount of \$2,485,063 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$2,496,707 as detailed by account number on Appendix A attached.
4. Public Health Fund. The revenues are increased in the amount of \$1,439,600 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$1,397,136 as detailed by account number on Appendix A attached.
5. Conservation Trust Fund. The expenditures are increased in the amount of \$13,960 as detailed by account number on Appendix A attached.
6. Debt Service Fund. The revenues are increased in the amount of \$422,267 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$1,820,156 as detailed by account number on Appendix A attached.
7. Airport Operations Fund. The revenues are increased in the amount of \$3,000,844 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$3,722,006 as detailed by account number on Appendix A attached.
8. Sales Tax Fund. The revenues are increased in the amount of \$773,208 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$431,299 as detailed by account number on Appendix A attached.
9. Sage Grouse Fund. The expenditures are increased in the amount of \$10,510 as detailed by account number on Appendix A attached.
10. Airport Construction Fund. The revenues are increased in the amount of \$3,153,207 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$6,088,297 as detailed by account number on Appendix A attached.
11. Capital Expenditures Fund. The revenues are increased in the amount of \$3,387,372 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$3,189,652 as detailed by account number on Appendix A attached.
12. Sewer Fund. The expenditures are increased in the amount of \$58,935 as detailed by account number on Appendix A attached.
13. Water Fund. The revenues are increased in the amount of \$236,126 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$229,200 as detailed by account number on Appendix A attached.
14. Internal Service Fund I. The expenditures are increased in the amount of \$63,000 as detailed by account number on Appendix A attached.
15. Internal Service Fund II. The expenditures are increased in the amount of \$30,644 as detailed by account number on Appendix A attached.
16. Internal Service Fund III. The revenues are increased in the amount of \$127,340 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$60,774 as detailed by account number on Appendix A attached.
17. RTA Fund. The revenues are increased in the amount of \$2,747,950 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$2,327,580 as detailed by account number on Appendix A attached.
18. GVH Fund. The revenues are increased in the amount of \$1,089,376 as detailed by account number on Appendix A attached. The expenditures are increased in the amount of \$231,049 as detailed by account number on Appendix A attached.

The above sums of money, or as much thereof as may be authorized by law and as may be deemed necessary to defray the expenses and liabilities of the County, are hereby appropriated. It is the intent of the Board to make the necessary amendments and supplements to the budget adoption

and appropriation resolutions - Resolution Nos. 2020-39 and 2020-40 respectively - for Gunnison County for the fiscal year beginning January 1, 2021 and ending December 31, 2021; but except as specifically provided for herein, to make no further changes in the budget adoption or appropriation resolutions adopted with respect to said fiscal year.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 21st day of December, 2021.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

Houck – yes, Mason – yes, Smith – ABSENT.

“Appendix A” noted in Resolution 2021-43 is the
Gunnison County, Colorado
2021 Budget Amendment Details

Please see Resolution 2021-43 and its accompanying Appendix A on record at the
Gunnison County Clerk and Records Office

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2021-44**

A RESOLUTION TEMPORARILY EXTENDING RESOLUTION NO. 21-12 AND
AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3
UNTIL JANUARY 4, 2022

WHEREAS, the Board understands that the public has historically used all-terrain vehicles (“ATVs”), off-highway vehicles (“OHVs”) and utility terrain vehicles (“UTVs”) on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as “Daniel’s Hill”, a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 14, 2018, the Board of County Commissioners of the County of Gunnison, Colorado (“Board”) adopted Resolution No. 18-14, A Resolution Repealing Resolution No. 15-15 and Approving Use of ATV’s, OHV’s and UTV’s on a Segment of County Road #3; and

WHEREAS, Resolution No. 18-14 was recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 15, 2018, bearing Reception No.653186; and

WHEREAS, Resolution No. 18-14 provided that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the bottom of that area known as “Daniel’s Hill”, otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 sunsets and expires on December 31, 2021; and

WHEREAS, since the adoption of Resolution No. 21-12, the Board and the County have collaborated with the Town of Marble, motorized users, the United States Forest Service, proximate property owners and other stakeholders to analyze and address issues surrounding the continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3; and

WHEREAS, although progress has been made, the aforementioned collaboration remains incomplete; and

WHEREAS, upon expiration of Resolution No. 21-12, ATVs, OHVs and UTVs will no longer be allowed on the subject County road; and

WHEREAS, the Board desires for the aforementioned process to continue until at least early next year so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, Col. Rev. Stat. § 33-14.5-108(1)(f) prohibits the use of ATVs, OHVs and UTVs on County roads unless expressly authorized by the County; and

WHEREAS, pursuant to Col. Rev. Stat. §18-9-117(1)(f), the Board has the authority to adopt rules and regulations for use of ATVs, OHVs and UTVs as to place, time and manner of use; and

WHEREAS, continued use of ATVs, OHVs and UTVs on that certain portion of County Road #3 described in this Resolution remains in the best interests of the public; and

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill; and

WHEREAS, the public is reminded to comply with all applicable Federal, state and local laws regarding the registration, licensing and use of ATVs, OHVs and UTVs in Colorado and particularly in Gunnison County; and

WHEREAS, the public is reminded and encouraged to operate ATVs, OHVs and UTVs in a legal, safe, courteous, and responsible manner; and

WHEREAS, in order to allow for continued, unimpeded access to residences along County Road 3, the public is reminded that the top of Daniels Hill lacks parking for motor vehicles and therefore users should not attempt to park automobiles (including snow-tracked vehicles) at that location;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gunnison, Colorado, that:

1. Resolution No. 21-12, A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3 recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended and extended to remain in full force and effect until midnight Mountain Time January 4, 2022, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and
2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and continues to be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time January 4, 2022.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 21st day of December, 2021.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

Houck – yes, Mason – yes, Smith – ABSENT.

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2021-45**

A RESOLUTION APPROVING THE APPLICATION AMENDING THE
PROTECTIVE COVENANTS OF FOXTROT SUBDIVISION
LUC-21-00063
FOXTROT ABL, LLC

WHEREAS, Foxtrot ABL, LLC, proposes to amend the protective covenants of the Foxtrot Subdivision, as described in the attached in Exhibit A and amend the building envelope of Lot 1 as shown in the attached Exhibit B. Foxtrot Subdivision was approved by Gunnison County and the plat is recorded at Reception No. 641741 in the office of the Gunnison County Clerk and Recorder.

WHEREAS, the proposed covenant amendment allows for the development of one single-family residence up to 6,000 square feet in size on Lot 1 only.

WHEREAS, Section 13-105: D.2. Maximum Building Size and Maximum Aggregate of All Structures of the Gunnison County Land Use Resolution (LUR) was amended in 2021 and allows a maximum building size of 5,000 square feet and a maximum aggregate size of all structures of 7,000 square feet.

WHEREAS, although the proposed amendment does not comport with the specific requirements of the current LUR, the applicant has represented to Gunnison County's attorney that the property owners in Foxtrot Subdivision initiated the amendment within the subdivision in 2020, prior to any County consideration of an amendment to the LUR.

WHEREAS, the applicant has represented to Gunnison County that it has expended time and resources working to get all parties to agree and approve the amendment.

WHEREAS, the Applicant proposes that the Board approve the amendment but recognize that the amendment does not exempt the property owners of Lot 1 from compliance with the LUR.

NOW, THEREFORE, the Board hereby approves the covenant amendment and building envelope adjustment, with these findings and conditions:

1. The proposed amendment exceeds the maximum building size allowed in Section 13-105: D.2. Maximum Building Size and Maximum Aggregate of All Structures and Section 13-105: G. Impact Classification and Required Findings For Coverage Exceeding Standard of the Gunnison County Land Use Resolution.
2. The proposed building envelope adjustment complies with all setback requirements.
3. This review and decision incorporates, but is not limited to, all the documentation submitted to the County and included within the Community Development file relative to this application; including all exhibits, references and documents as included therein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado approves the Foxtrot Subdivision application, LUC-21-00063 with the following conditions:

1. All structures on Lot 1, Foxtrot Subdivision shall comply with the standards of Section 13-105: D.2. Maximum Building Size and Maximum Aggregate of All Structures and Section 13-105: G. Impact Classification and Required Findings For Coverage Exceeding Standard of the Gunnison County Land Use Resolution.
2. Approval of the subject covenant amendment shall not constitute approval of a structure(s) exceeding the sizes allowed in Section 13-105: D.2 or 13-105: G. of the LUR. Any structure exceeding the maximum size allowances shall be subject to the standards and process described in Section 13-105: Residential Building Sizes and Lot Coverages.

3. This permit is limited to activities described within the "Project Description" of this application, and as depicted on the Plan submitted as part of this application. Expansion or change of this use will require either an application for amendment of this permit, or submittal of an application for a new permit, in compliance with applicable requirements of the Gunnison County Land Use Resolution.
4. Amendment or termination of the protective covenants is subject to approval by Gunnison County.
5. This approval is founded on each individual requirement. Should the applicant successfully challenge any such finding or requirement, this approval is null and void.
6. This permit may be revoked or suspended if Gunnison County determines that any material fact set forth herein or represented by the applicant was false or misleading, or that the applicant failed to disclose facts necessary to make any such fact not misleading.
7. The removal or material alteration of any physical feature of the property (geological, topographical or vegetative) relied on herein to mitigate a possible conflict shall require a new or amended land use change permit.
8. Approval of this use is based upon the facts presented and implies no approval of similar use in the same or different location and/or with different impacts on the environment and community. Any such future application shall be reviewed and evaluated, subject to its compliance with current regulations, and its impact to the County.

THIS RESOLUTION AND THE APPROVAL GRANTED HEREBY shall not be effective unless and until a copy is recorded in the Office of the Clerk and Recorder of Gunnison County.

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted this 21st day of December, 2021.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

Houck – yes, Mason – yes, Smith – ABSENT.

"Exhibit A" noted in Resolution 2021-45 is the
 "Agreement to Amend Protective Covenants for
 Foxtrot Subdivision and for Replat of Building Site on Lot 1," signed November 30, 2020; plus
 "Unanimous Resolution of Foxtrot Subdivision
 Electing Board Members and Officers," signed December 29, 2020; plus
 "First Amendment to Declaration of Protective Covenants of
 Foxtrot Subdivision," signed December 29, 2020

"Exhibit B" is the accompanying Map showing the building envelope with Lot 1

Please see Resolution 2021-45 and the accompanying Exhibits A & B on record at the Gunnison County Clerk and Records Office

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acceptance of Appointments; Saguache County for Re

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

2 year appointments (2/22 - 2/24) for Saguache County, to the Gunnison Basin Sage-grouse Strategic Committee - please see attached correspondence

Fiscal Impact: n/a

Submitted by: Melanie Bollig

Submitter's Email Address: mbollig@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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: 1/21/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022



SAGUACHE COUNTY GOVERNMENT

501 Fourth Street • P. O. Box 655

Saguache, Colorado 81149

Phone: (719) 655-2231 • Fax: (719) 655-2635

January 19, 2022

Gunnison Basin Sage-Grouse Strategic Committee

Re: Saguache County Gunnison Sage-grouse Strategic Committee appointment

Dear Aleshia;

This letter is being written to inform you that Amber Wilson, Saguache County Land Use Administrator has been appointed as the Saguache County Gunnison Sage-grouse Strategic Committee representative, if Amber cannot attend Virginia Adams will attend as her alternate.

Amber's email address is atorrez@saguachecounty-co.gov.

Let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Wendi Maez", written over a large, faint circular seal of the State of Colorado.

Wendi Maez
Saguache County Administrator

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract Amendment #3, 22 IHIA 173433; Colorado De

Action Requested: Other Docusign by County Manager

Parties to the Agreement: CDHS

Term Begins:

Term Ends:

Grant Contract #:

Summary:

CDHS is amending the Early Childhood Council contract for Health and Human Services, increasing funding by \$22,887 for increased work related to Family Child Care Homes and Resource and Referral

Fiscal Impact:

Submitted by: Margaret Wacker

Submitter's Email Address: mwacker@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/24/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Early Childhood Division of Early Care and Learning 1575 Sherman Street, 1 st Floor Denver, CO 80203	Original Contract Number 21 IHIA 159833
Gunnison County 220 North Spruce Street Gunnison, CO 81230	Amendment Contract Number 22 IHIA 173443
Current Contract Maximum Amount Initial Term State Fiscal Year 2021 \$63,450* *Three General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> • Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed \$5,506,000 • Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed \$511,134 • Micro Grant (MG) – the maximum amount payable for MG-GAE is subject to appropriated funds, not to exceed \$424,096 The QI-GAE, EQIT-GAE, and MG-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	Contract Performance Beginning Date July 1, 2020
Extension Terms State Fiscal Year 2022 \$89,280* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: <ul style="list-style-type: none"> • Quality Improvement (QI) GAE in the amount of \$6,283,201 is subject to appropriated funds; and • Expanding Quality in Infant Toddler Care (EQIT) GAE in the amount of \$505,000 is subject to appropriated funds. The QI-GAE and EQIT-GAE shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12. General Accounting Encumbrance (GAE).	Current Contract Expiration Date June 30, 2022
Total for All State Fiscal Years \$152,730*	

Signature Page begins on next page →



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>CONTRACTOR Gunnison County</p> <hr/> <p>By: Matthew Birnie, County Manager</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p>By: Lisa Castiglia, Chief Finance Officer/Director, Division of Operations, Office of Early Childhood</p> <p>Date: _____</p>
--	--

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
Robert Jaros, CPA, MBA, JD

By: _____
 Andrea Eurich / Janet Miks / Toni Williamson

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 or January 1, 2022, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level supports for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. This amendment increases funds for SFY22, increases funds for the QI-GAE, decreases funds for EQIT-GAE, and amends Exhibits A, B, F and G.

5. MODIFICATIONS

The Contract and all prior amendments thereto (Original Contract CMS 21 IHIA 159833; Amendment #1 CMS 21 IHIA 164850; Amendment #2 CMS 22 IHIA 167983) are modified as follows:

A. **Increase the Contract Amount for SFY22 by \$25,830 for a new State Fiscal Year 2022 Total of \$89,280 and a new Total for All State Fiscal Years of \$152,730.**

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.

B. Exhibit A – Statement of Work

Exhibit A – Amendment #3, which is attached and incorporated by this Amendment, shall replace Exhibit A – Amendment #2 of the Original Contract.

C. Exhibit B – Budget

Exhibit B – Amendment #3, which is attached and incorporated by this Amendment, shall replace Exhibit B – Amendment #2 of the Original Contract.

D. Exhibit F – Additional Provisions.

Exhibit F – Amendment #3, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #2 of the Original Contract.

E. Exhibit G – Supplemental Provisions for Federal Awards

Exhibit G – Amendment #3, which is attached and incorporated by this Amendment, shall replace Exhibit G – Amendment #2 of the Original Contract.

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

Exhibit A – Amendment #3

STATEMENT OF WORK (SOW)

EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)
COLORADO SHINES QUALITY IMPROVEMENT (CSQI)
EXPANDING QUALITY IN INFANT TODDLER CARE INITIATIVE (EQIT)
CHILD CARE RESOURCE AND REFERRAL (CCR&R)
FAMILY CHILD CARE HOME NAVIGATION (FCCH)

**GUNNISON COUNTY
220 NORTH SPRUCE STREET
GUNNISON, CO 81230**

AS FISCAL AGENT FOR:

GUNNISON HINSDALE EARLY CHILDHOOD COUNCIL

JULY 1, 2021 – JUNE 30, 2022

STATEMENT OF WORK (SOW) – EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)

INTRODUCTION/BACKGROUND

Colorado House Bill 17-1062 authorized the creation of Colorado's Early Childhood Councils (ECC). The intent of the ECCs as stated in the legislation is to “improve and sustain the availability, accessibility, capacity and quality of early childhood services for children and families throughout the state.” According to the legislation, these Councils were established “for the purpose of developing and ultimately implementing a comprehensive system of early childhood services to ensure the school readiness of children five years of age or younger in the community”. ECCs are partners in implementing quality initiatives in child care, funded by federal and state funding streams.

Together, the Early Childhood Councils throughout the state serve to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. These services shall support children eight (8) years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall sustain a council of early childhood stakeholders through holding membership meetings and building and maintaining relationships. The GHECC is guided by a jointly developed strategic plan, which shall be kept updated. The GHECC shall annually submit an organizational strategic plan, as well as a written, comprehensive evaluation and report of its progress based on the strategic plan accountability metrics. The GHECC shall submit a current record of the council governance structure, including membership list, organization chart, name and contact of Council Director, council bylaws, and an annual budget.

PERIOD OF PERFORMANCE

July 1, 2021 – June 30, 2022

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.



WORK PLAN

ECSB Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #1:	The GHECC shall maintain an early childhood council that meets state statute and the rules governing councils, including membership of 7 mandatory stakeholders, submission of current strategic and evaluation plan, and tracking of measurements.				
	The GHECC shall continue to be a functioning early childhood council that meets state statute and new rules. An evaluation plan and report are submitted to the OEC on an annual basis.				
Key Activity A: Maintain Membership and Hold Council Meetings					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Plan and hold at least 6 GHECC meetings per year.	July 1, 2021 - June 30, 2022	6 GHECC meetings held per year	Meeting notes with attendance on sign-in.	Council Co-Coordinator	Personnel
Maintain membership of at least 10 members with 7 mandatory Stakeholder members.	July 1, 2021 - June 30, 2022	10 Early Childhood Members with 7 Mandatory members represented.	Membership List with Contact information and alignment with 7 Mandatory members.	Council Co-Coordinator	Personnel
Develop and approve new Memorandum of Understanding with members.	July 1, 2021 - June 30, 2022	New MOUs are signed by all members, including 7 mandatory stakeholders and updated yearly.	MOUs are signed and submitted	Council Co-Coordinator	Personnel
Actively inform and include small or under-represented early childhood service providers in Early Childhood Council activities and functions	July 1, 2021 - June 30, 2022	Small or under-represented early childhood service providers shall be invited and encouraged to attend Council meetings.	Small or under-represented early childhood service providers shall attend Council meetings.	Council Co-Coordinator	Personnel
Key Activity B: Strategic Plan, Evaluation Plan and Report					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update, and approve Strategic Plan annually that responds to local needs and conditions to increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents.	July 1, 2021 - June 30, 2022	Submitted updated Strategic Plan annually	Plan is submitted to the OEC	Council Co-Coordinator	Personnel



ECSB Work Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Develop, approve, and conduct an Evaluation Plan, which is a local system of accountability to measure local progress based on the needs and goals set for program performance	July 1, 2021 - June 30, 2022	Submitted Evaluation Plan annually	Plan is submitted to the OEC	Council Co-Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2021 - June 30, 2022	Data tracking requested measures annually	Data is submitted to the OEC	Council Co-Coordinator	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2021 - June 30, 2022	Submitted Evaluation Report annually	Evaluation Report is submitted to the OEC	Council Co-Coordinator	Personnel
Key Activity C: Bylaws, Operating Agreement and Organizational Chart					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Review, update if needed, and approve council Bylaws, Operating Agreement, and Organization Chart annually	July 1, 2021 - June 30, 2022	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to OEC	Council Co-Coordinator	Personnel
ECSB Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #2:	<p>Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.</p> <p>At least 65 early childhood service providers attend the nurturing the young child conference, and at least 2 obtain a CEU by December 31st, 2021 and annually thereafter.</p>				
Key Activity A: Nurturing the Young Child Conference					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Hold an annual Nurturing the Young Child Conference (NTYC) in collaboration with Western State Colorado University.	December 31 st , 2021	The NTYC Conference shall provide at least 6 training hours and 0.5 Continuing Education Units (CEU)s.	List of Attendees, number of training certificates given, and number of people obtaining the 0.5 CEU	Council Co-Coordinator	Personnel and Annual Conference



SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the OEC.	June 30, 2022.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the OEC.	June 30, 2022	The GHECC shall create an evaluation report.
At least 10 council members shall have signed MOUs, including the 7 mandatory members, which shall be submitted to the OEC.	By December 31, 2022	The Gunnison Hinsdale Early Childhood Council shall approve a new Memorandum of Understanding with all council members, including the seven Mandatory Stakeholders by December 31 st , 2020.
At least 65 early childhood service providers shall attend the local professional development conference as shown by registration tracking.	By December 31, 2022.	The GHECC shall hold an annual Nurturing the Young Child Conference with at least 65 attendees attending the conference and 3 obtaining 0.5 CEUs.
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating Encourage local child care providers to take action on increasing the quality of their care with accurate information
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

STATEMENT OF WORK (SOW) - COLORADO SHINES QUALITY IMPROVEMENT (CSQI)

INTRODUCTION/BACKGROUND

Colorado includes four components that make up the overarching goals to improve the quality of child care services: quality standards, licensed program improvement supports, licensed program quality incentives, and supports for implementation.

SCOPE OF WORK

This scope of work is intended to:

1. **Community Dispersion of High Quality CCCAP** - Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).
2. **Colorado Shines Program Engagement** - Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.
3. **Children Served in High Quality Programs** - Increase the number and percentage of children receiving child care subsidy being served in a high quality program.
4. **Promotion of Colorado Shines Quality Rating and Improvement System** - Promote the Colorado Shines Quality Rating and Improvement System at least once a month and
5. **Promotion of the Early Learning and Development Guidelines** - Promote the Early Learning and Development Guidelines at least once a month.

PERIOD OF PERFORMANCE

July 1, 2021 – June 30, 2022

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.



WORK PLAN

CSQI WORK PLAN					
Key Activity A: Community Dispersion of High Quality CCCAP					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Target and outreach to Colorado Shines Quality Level 2 child care providers accepting CCCAP in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5); help programs understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	7/1/2021 – 6/30/2022	Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs	<ul style="list-style-type: none"> ✓ Number of quality Level 2 targeted child care providers ✓ Number of providers contacted and given information 	Quality Improvement Navigator	Personnel
Provide technical assistance and quality improvement (QI) coaching to targeted child care providers that apply for a Colorado Shines Quality Rating and connect providers to professional development opportunities offered by the Council or other local/state agencies. Technical Assistance and Coaching include the topic of Family Engagement as listed in School Readiness Plan.	7/1/2021 – 6/30/2022	Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	<ul style="list-style-type: none"> ✓ Number of QI Coaching hours provided ✓ Total funds spent by providers on QI materials ✓ Total funds spent on professional development training ✓ Colorado Early Childhood Credential level of provider staff members ✓ Number of child care providers (that accept CCCAP) apply for a Level 3-5 Quality Rating ✓ Number of child care providers (that accept CCCAP) eligible children increase their quality to a Level 3-5 ✓ Number of CCCAP eligible children that receive high quality child care services 	Quality Improvement Navigator and QI Coach	Personnel and GAE Funding



CSQI WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Target and outreach to Colorado Shines Quality Level 3-5 child care providers that do not currently accept CCCAP <i>in communities that do not have access to slots for Colorado Child Care Assistance Program (CCCAP) subsidies in a high quality programs (Level 3-5)</i> ; provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2021 – 6/30/2022	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	<ul style="list-style-type: none"> ✓ Number of quality Level 3-5 child care providers targeted that are given information to providers about the financial benefits of accepting CCCAP eligible children ✓ Number of quality Level 3-5 providers that contact CCCAP staff in their County ✓ Number of quality Level 3-5 providers that secure a CCCAP Fiscal Agreement ✓ Number of CCCAP eligible children that receive high quality child care services 	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel
CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.				
Key Activity B: Colorado Shines Program Engagement					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach to Colorado Licensed Child Care providers (Level 1) by email, mail, phone calls and/or face to face visits to help programs understand the structure, requirements and benefits associated with Colorado Shines	7/1/2021 – 6/30/2022 And ongoing through 6/30/2023 as new or newly interested providers are identified	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	<ul style="list-style-type: none"> ✓ Number of level 1 providers contacted by each avenue 	Quality Improvement Navigator	Personnel



CSQI WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to Level 1 providers to register on Colorado Shines, Professional Development Information System (PDIS) and provide a detailed overview of the rating levels and the steps programs shall need to take to maintain these ratings	7/1/2021 – 6/30/2022 And ongoing through 6/30/2024 as new or newly interested providers are identified	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	<ul style="list-style-type: none"> ✓ Number of providers receiving technical assistance ✓ Number of technical assistance hours provided ✓ Number of providers registered on Colorado Shines ✓ Number of providers with a PDIS account 	Quality Improvement Navigator	Personnel
Provide a copy of the QRIS Program Guide to licensed providers	7/1/2021 – 6/30/2022	Encourage local child care providers to take action on increasing the quality of their care with accurate information	<ul style="list-style-type: none"> ✓ Number of QRIS Program Guides distributed to providers 	Quality Improvement Navigator	Personnel
CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Increase the number and percentage of children receiving child care subsidy being served in a high quality program.				
Key Activity C: Children Served in High Quality Programs					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Continue to meet regularly with CCCAP staff and other family service agencies	7/1/2021 – 6/30/2022	Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff	<ul style="list-style-type: none"> ✓ Number of meetings with agenda ✓ Number of participants and agency representation ✓ Number of children receiving CCCAP 	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel



CSQI WORK PLAN					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Provide technical assistance to providers on the financial benefits of accepting CCCAP eligible children and in connecting with appropriate County CCCAP staff to develop a fiscal agreement for child care subsidy	7/1/2021 – 6/30/2022	Support providers to get accurate information, training and technology on the CCCAP program	<ul style="list-style-type: none"> ✓ Number of providers with County CCCAP fiscal agreement ✓ Number of providers that accept CCCAP in Colorado Shines 	Early Childhood Council Coordinator and QI Navigator	Personnel
CSQI WORK PLAN					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.				
Key Activity D: Promotion of Colorado Shines Quality Rating & Improvement System & Early Learning Development Guidelines					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Website	7/1/2021 – 6/30/2022	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	<ul style="list-style-type: none"> ✓ Gunnison County ECC website information with links to resources for Colorado Shines Quality Rating and Improvement and Early Learning Development Guidelines System 	Early Childhood Council Coordinator or designee(s) named by Early Childhood Council Coordinator	Personnel And Indirect Cost
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2021 – 6/30/2022	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at bi-monthly Council Meetings, or through Facebook, email lists, and newspapers	<ul style="list-style-type: none"> ✓ Number of Communities meetings with agendas and participants 	QI Navigator	Personnel



SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Increase the percentage of Colorado communities with access to slots for Colorado Child Care Assistance Program subsidies in a high quality programs (Level 3-5).	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Child care providers that accept CCCAP eligible children shall understand the structure, requirements and benefits associated with Colorado Shines and importance of increasing the quality of their programs Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5 Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children
Increase Colorado Shines Quality Rating and Improvement System Engagement to 60%. Engagement is defined as Level 2 or higher.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating Encourage local child care providers to take action on increasing the quality of their care with accurate information
Increase the number and percentage of children receiving child care subsidy being served in a high quality program.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Strengthen the relationship between CCCAP staff, Council staff, and other services providers working with families so that community-wide service providers can deliver accurate information regarding child care subsidies to families and provide a warm hand-off to appropriate County CCCAP staff Support providers to get accurate information, training and technology on the CCCAP program
Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	July 1, 2021 – June 30, 2022	<ul style="list-style-type: none"> Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is made available on the ECC Website Colorado Shines Quality Rating and Improvement System and Early Learning Development Guidelines information is promoted monthly through the ECC email listserve Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is shared at monthly Community Meetings or through email, Facebook, newspaper messages

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

STATEMENT OF WORK (SOW) - EXPANDING QUALITY IN INFANT TODDLER CARE (EQIT)

INTRODUCTION/BACKGROUND

The primary goal of the Expanding Quality in Infant Toddler Care Initiative (EQ Initiative) is to increase the quality and availability of responsive group care for infants and toddlers across Colorado. The EQ Initiative focuses on providing infant toddler caregivers evidence-based professional development they need to ensure each child has access to the responsive relationships that define quality early care and learning, encouraging programs to meet the full range of developmental needs for infants and toddlers. This initiative works through the EQ Infant Toddler Specialist Network and in partnership with local communities to increase the quality of caregiver interactions with infants and toddlers in child care settings.

The primary evidence-based professional development activities carried out by local, approved EQ Infant Toddler Specialists are the 48-hour EQIT course of training offered in local communities across the state and Coaching with the EQ RELATE. All individuals teaching the EQIT course must have completed the state-level Infant Toddler Specialist Foundations course and possess a Colorado Trainer Credential or Trainer Approval. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and hold a Colorado Coaching Credential. Additional activities include the fidelity implementation of evidence-based professional development for infant and toddler early care educators and the capacity-building of infant toddler specialists and local communities.

SCOPE OF WORK

The EQ Initiative supports Early Childhood Councils to increase the quality of infant and toddler child care through the provision of evidence-based training and coaching for infant and toddler early care educators, deployed by EQ Infant Toddler Specialists and other approved individuals. EQIT training and coaching seek to increase the quality and availability of responsive, relationship-based infant toddler care in local communities across Colorado. The Early Childhood Council shall offer the approved 48-hour EQIT course of training and individualized EQIT Coaching, following all EQ Initiatives guidelines.

PERIOD OF PERFORMANCE

July 1, 2021 – June 30, 2022

Disclaimer: Any dates in the statement of work or other exhibit that extend beyond the Contract Expiration Date are for planning and informational purposes only, and do not formally extend the Contract Expiration Date.



WORK PLAN

EQIT Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #1:		Individuals caring for infants and toddlers are confident and competent in their ability to engage in the responsive relationships with infants, toddlers, and their families that result in infants and toddlers experiencing secure attachments in all care settings. Infant Toddler Specialists are qualified and competent to enhance the relationships around infants and toddlers.			
Key Activity A: Collaboration with key stakeholders and systems partners, specific to infants, toddlers, and their caregivers					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect, coordinate and collaborate with local key stakeholders and efforts concerned with quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2021- June 30, 2022	The EC Council and/or EQ team members shall contact and collaborate with key stakeholders to include the community college, local infant toddler initiatives, and Colorado Shines Quality Improvement.	EQ and ECC staff shall contact, coordinate, and collaborate with key stakeholders to support a system of supports for infants and toddlers in the community. Community outreach and education shall be provided to community members caring for infants and toddlers.	Co-Coordinator or EQ Staff.	Personnel
EQIT Work Plan					
Key Activity B: Fidelity Implementation of Evidence-based, Infant Toddler Specific Training					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of EQIT, an evidence-based, infant and toddler-specific course of training	July 1, 2021- June 30, 2022	Contingent on capacity and community need, completion of EQIT 48-hour course of training which fully meets EQ Initiative requirements as outlined in the business rules for EQ Initiative	By July 30, 2021 provide 2 annual course plans with advertising By July 30, 2021, whenever they change and at least quarterly, primary contact and registration contact for EQIT provided to EQ Initiative Materials are requested at least 2 weeks before start date of EQIT course. Infant Toddler Specialists who provide EQIT course have completed Infant Toddler Specialist Foundation Course and hold a current Trainer Credential by July 1, 2022 EQ Infant Toddler Specialists provide verification of video self-reflection to the EQ Initiative by June 30, 2021. Update of reporting spreadsheet within two weeks of the completion of each EQIT course.	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2021- June 30, 2022	• Course participants complete EQ Initiative online data collection survey	100% of course participants shall complete	EQ Staff	Personnel



EQIT Work Plan					
Key Activity C: Fidelity implementation of Evidence-based, Infant Toddler Specific Coaching					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Fidelity implementation of EQ RELATE Individualized Reflective Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2021- June 30, 2022	Contingent on capacity and community need, infant toddler early care educators participating in EQIT courses receive between 8 or more hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities. Each Infant Toddler Specialist providing EQ RELATE Coaching maintains a Colorado Coaching Credential	Update of reporting spreadsheet quarterly October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022, and each time coaching is reimbursed/invoiced Description of efforts to ensure coaches receive 8 or more hours of coaching.	EQ Staff	Personnel

SCHEDULE/MILESTONES

- The GHECC shall submit a detailed plan for FY 22 EQIT course(s) and coaching to include tentative dates and instructors/coaches by July 30, 2021. This plan shall include documentation of Training Credentials for all instructors and Coaching Credentials for all coaches.
- The GHECC shall order materials for FY 22 Fall EQIT course(s) by July 30, 2021.
- The GHECC shall submit information on any EQIT student fees charged, plan to ensure that no student shall be denied entry due to inability to pay, and anticipated use of revenues for EQ-related activities by July 30, 2021.
- The GHECC shall submit required quarterly reports by October 31, 2021, January 31, 2022, April 30, 2022 and June 30, 2022.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood, Child Care Quality Initiatives Unit. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

STATEMENT OF WORK (SOW)

Child Care Resource and Referral (CCR&R)

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall develop a variety of methods for local child care providers to collect and report on open slots and report data collected to the Colorado Shines Salesforce system in order to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website. The GHECC shall contact child care providers in our area on a regular basis to offer support throughout this process. The GHECC shall utilize our particular knowledge of the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within our service area, in partnership with public agencies and private entities.

PERIOD OF PERFORMANCE

The timeframe for this Scope of work is December 1st, 2021 through June 30th, 2022.



CCR&R Work Plan					
Key Activity A: Develop methods for their local child care providers to report open child care slots.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Develop a variety of methods for their local child care providers to report open child care slots (e.g., calling, texting, emailing, completing an online form)	December 1st, 2021 - June 30th, 2022.	-outreach methods are created to allow for easy reporting on open child care slots.	-text, email, or calling methods are developed and child care slot availability is tracked throughout the grant period.	Availability and Outreach Navigator	Personnel
CCR&R Work Plan					
Key Activity B: Conduct frequent contacts with each child care provider in their catchment area					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Conduct frequent contacts with each child care provider in the GHECC catchment area to: inform child care providers of the enhanced support, allow providers to choose between a text or listserv reminder about reporting openings, and collect information on special populations served by the provider where that information is not already in Colorado Shines	December 1st, 2021 - June 30th, 2022.	-Frequent contact are made with each child care provider to inform of enhanced supports and connect to available resource.	-Number of contacts made throughout the grant period	Availability and Outreach Navigator	Personnel



CCR&R Work Plan					
Key Activity C: upload data to the Colorado Shines Salesforce system					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Upload data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (http://coloradoshines.org/);	December 1st, 2021 - June 30th, 2022.	-Upload availability data in the Colorado Shines Salesforce System	-Availability data is tracked and uploaded on a regular basis.	Availability and Outreach Navigator	Personnel
CCR&R Work Plan					
Key Activity D: Work with other positions and utilizing their particular knowledge to strategically increase the supply and quality of child care services within their service area.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Regular contact with other positions (i.e. family child care home navigators, licensing specialists), to gain perspective on the ability of providers to serve special populations and the lack of available slots, to strategically increase the supply and quality of child care services within their service area, in partnership with public agencies and private entities.	December 1st, 2021 through June 30th, 2022.	-Regular contact is made with other positions and conversations and planning are completed within the council to access the availability of child care slots and future child care needs in catchment area.	-Reports on available child care slots and future child care needs are completed.	Availability and Outreach Navigator GHECC Co-Coordinator	Personnel



SCHEDULE/MILESTONES

<u>Measurement</u>	<u>Schedule</u>	<u>Deliverables</u>
Text, email, and/or calling methods are developed and child care slot availability is tracked throughout the grant period.	June 30 th , 2022	outreach methods are created to allow for easy reporting on open child care slots.
Availability data is gathered and uploaded to Colorado Shines Salesforce System on a bi-monthly basis.	June 30 th , 2022	The GHECC shall gather and upload availability data on a regular basis.
The GHECC shall meet with other positions that support licensed providers once in the grant period to access child care availability and lack of child care slots in the catchment area.	June 30 th , 2022	The GHECC shall track and report on available child care slots, waitlists, and the number of child care slots needed to meet the child care needs of the community. The GHECC shall also strategize around ways to increase the supply and quality of care in catchment area.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood (specific program). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



STATEMENT OF WORK (SOW)

Family Child Care Home Navigation (FCCH)

INTRODUCTION/BACKGROUND

The Gunnison Hinsdale Early Childhood Council (GHECC) works to create a seamless system of early childhood services representing collaboration among various public and private stakeholders for the effective delivery of early childhood services in the areas of early care and education, family support and parent education, and health and well-being. These services shall support children eight years of age or younger and their parents in a manner that is responsive to local needs and conditions.

SCOPE OF WORK

The Gunnison Hinsdale Early Childhood Council (GHECC) shall work to support new and existing family child care homes, and/or those interested in becoming a licensed family child care home in a variety of ways including:

- *Support in accessing existing supports including financial, professional development, shared services, child care management software, family child care home associations, benefits opportunities (health insurance, Child and Adult Care Food Program (CACFP), early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports)*
- *Providing technical assistance to new and existing FCCH providers as they move through the licensing process as well as providing support in completing applications for grants and other opportunities.*
- *Developing and sharing information with family child care home providers around legislative changes impacting their operations (i.e. 1222, 199, HOA legislation, etc.)*
- *Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings;*
- *Connecting and supporting FCCH providers with quality improvement through the Colorado Shines Rating and Quality Improvement System.*
- *Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement with CCCAP.*
- *Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;*

PERIOD OF PERFORMANCE

The timeframe for this Scope of work is December 1st, 2021 through June 30th, 2022



FCCH Work Plan

Key Activity A: Provide technical assistance and support to new and existing Family Child Care Homes and connect family child care providers with quality improvement navigators and coach.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Participating in cross-training in coaching approaches to technical assistance and support with other local consultative roles (i.e. EQ trainers, ECMH, etc.), if available in the community, and/or directly connecting with these other consultative roles to understand their offerings.	December 1st, 2021- June 30th, 2022	The FCCH navigator have a good understanding of coaching approaches and technical assistance provided by other local consultative roles and understands what they are able to offer to FCCH providers.	Number of trainers/trainings connected to other local consultative roles to support their operations.	FCCH Navigator	Personnel
Regularly connect new, existing and potential FCCH providers to supports available to them including: financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities	December 1st, 2021- June 30th, 2022	Providing information on and connections to existing supports.	-Number of existing, new, and potential providers contacted and given information on existing supports.	FCCH Navigator	Personnel
Providing technical assistance to new family child care home providers as they move through the licensing process in their community.	December 1st, 2021- June 30th, 2022	Support FCCH providers throughout the licensing process (including addressing zoning issues, business codes, etc.) and in accessing financial resources to begin their business (i.e. licensing incentives	Number of providers supported through the licensing process	FCCH Navigator	Personnel
Providing technical assistance to existing family child care home providers in completing applications for grants and other opportunities	December 1st, 2021- June 30th, 2022	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	FCCH Navigator	Personnel
Connect FCCH providers with CSQI Navigators	December 1st, 2021- June 30th, 2022	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process. - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	FCCH Navigator QI Navigator and Coach	Personnel



FCCH Work Plan

Key Activity B: Developing and sharing information with family child care home providers around legislative changes impacting their operations

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Share information with new and existing FCCH providers around <u>HB21-1222</u> and <u>SB21-077</u>	December 1st, 2021- June 30th, 2022	Information on HB21-1222 and SB21-077 is shared with potential, new, and existing FCCH providers to inform them of these new laws that remove licensing barriers and might impact their operations.	-Document created that outlines new legislation -Number of providers information was shared with.	FCCH Navigator	Personnel

FCCH Work Plan

Key Activity C: Assist new and existing FCCH providers in understanding available child care assistance programs, benefits and consultative programs.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Assisting new and existing family child care providers to understand the Colorado Child Care Assistance Program (CCCAP) and supporting them as they obtain a fiscal agreement to enroll children participating in this program, in addition to facilitating relationships with the county human service departments;	December 1st, 2021- June 30th, 2022	New and existing FCCH providers are aware of, understand, and are able to obtain a fiscal agreement with the Colorado Child Care Assistance Program (CCCAP).	-Number of providers given information on CCCAP -Number of FCCH providers with a CCCAP fiscal agreement	FCCH Navigator	Personnel



FCCH Work Plan

Key Activity E: Recruiting new family child care home providers in Gunnison and Hinsdale Counties.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	December 1st, 2021- June 30th, 2022	-Notify potential FCCH home providers of the licensing bonus opportunity.	-Potential providers are notified of licensing bonus opportunity and apply for a FCCH license	FCCH Navigator	Personnel

FCCH Work Plan

Key Activity F: Assist new and existing FCCH providers in understanding available benefits and consultative programs.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Helping new and existing family child care providers access important program benefits, health insurance options, and consultative supports, such as the Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports	December 1st, 2021- June 30th, 2022	New and existing FCCH providers are given information on available programs and consultative supports.	-Number of providers contacted and given information	FCCH Navigator	Personnel



FCCH Work Plan

Key Activity G: participating in ongoing technical assistance and training opportunities, including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Participation in ongoing technical assistance and training opportunities including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.	December 1st, 2021- June 30th, 2022	The FCCH Navigator shall participate in technical assistance and training opportunities offered throughout the year.	-Participation in technical assistance and community of practice	FCCH Navigator	Personnel



SCHEDULE/MILESTONES

<u>Measurement</u>	<u>Schedule</u>	<u>Deliverables</u>
<p>8 potential, new, or existing providers shall be connected to or provided information on:</p> <p>-other local consultative roles (EQIT, ECMH, etc.).</p> <p>- financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities</p> <p>- Colorado Child Care Assistance Program (CCCAP).</p> <p>-Child and Adult Care Food Program (CACFP), and consultative supports, including, but not limited to early childhood mental health consultation, child care health consultation, infant and toddler specialists, and coaching supports.</p> <p>-health insurance options</p>	June 30 th , 2022.	The GHECC shall provide a report on the number of new and existing FCCH providers connected with during the grant period as well as what programs or opportunities were discussed with each interaction.
Document outlining new legislation is created and shared with FCCH providers.	June 30 th , 2022	The GHECC shall create a document outlining new legislation the impacts FCCH providers and information shall be shared with potential, new and existing FCCH providers.
FCCH navigator shall participate in 75% of the technical assistance and training opportunities offered by the FCCH Navigator Project Manager.	June 30 th , 2022	The FCCH navigator’s participation shall be tracked.
At least 1 FCCH provider shall become licensed and take advantage of the licensing bonus during the grant period	June 30 th , 2022	Number of new licensed FCCH providers
Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.	June 30 th , 2022	<ul style="list-style-type: none"> Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Office of Early Childhood (specific program). The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The OEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



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

Contractor Name	Gunnison County
Budget Period	July 1, 2021 - June 30, 2022
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R)

Program Contact Name and Title Phone Email	Margaret Wacker 970-641-7913 mwacker@gunnisoncounty.org
Fiscal Contact Name and Title Phone Email	Jody Wise 970-641-7679 jwise@gunnisoncounty.org

Expenditure Categories										
Personnel Services - Salaried Employees										FY 2022
Position Title	Description of Work and Fringe Benefits Include: SSEC, MCARE, Dental, Vision, and Health Insurance and Retirement	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Cost Based on Percent of Time for (ECSB)	Cost Based on Percent of Time for (CSQI)	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDHS
Council Co-Coordinator/Margaret Wacker	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leads planning processes, and assists in writing grants. (ECSB 11%, CSQI 7%, CCR&R 0%, FCCH 0%)	\$79,830	\$26,582	12.00	18%	\$ 11,705	\$ 7,449	\$ -	\$ -	\$ 19,154
Council Co-Coordinator/Lana Athey	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating. (ECSB 10.5%, CSQI 10.5%, CCR&R 0%, FCCH 0%)	\$64,418	\$24,294	12.00	21%	\$ 9,315	\$ 9,315	\$ -	\$ -	\$ 18,630
Coach/QI Navigator/Corrine Jaeger	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating. (ECSB 0%, CSQI 9%, CCR&R 0%, FCCH 0%)	\$62,733	\$8,153	12.00	9%	\$ -	\$ 6,380	\$ -	\$ -	\$ 6,380
CCR&R & FCCH Navigator	Regularly outreaches to licensed providers to acquire information on child care slot availability. Provides support to family child care homes as well as individuals planning to begin a licensed family child care home. (ECSB 4%, CSQI 3%, CCR&R 23%, FCCH 27%)	\$45,178	\$5,844	7.00	57%	\$ 1,191	\$ 893	\$ 6,845	\$ 8,036	\$ 16,965
Total Personnel Services (including fringe benefits)						\$ 22,211	\$ 24,037	\$ 6,845	\$ 8,036	\$ 61,129
Contractors/Consultants (payments to third parties or entities)										FY 2022
Name	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS				
	No costs shall be reimbursed by CDHS for this category.	\$ -	\$ -	\$ -	\$ -	\$ -				
Total Contractors/Consultants						\$ -	\$ -	\$ -	\$ -	\$ -
Travel										FY 2022
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS				
Travel in the region and to Denver to ECCLA	Trips to Denver for ECCLA and/or RMECC. 1 trip to Lake City and 1 trip to Crested Butte. Travel within Gunnison and Hinsdale Counties for supply delivery and coaching	\$ 2,150	\$ 1,500	\$ -	\$ 500	\$ 4,150				
Total Travel						\$ 2,150	\$ 1,500	\$ -	\$ 500	\$ 4,150
Supplies & Operating Expenses										FY 2022
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS				
Computer Cost/IT Charge	33% of 1 laptop @\$3,000/year = \$1,000. 17% of 1 laptop at \$3,000/year = \$500 per year and virtual platform @\$100 (SB and CSQI)Computer equipment and conference equipment (CCR&R and FCCH)	\$ 1,000	\$ 600	\$ 875	\$ 875	\$ 3,350				
Advertising/Education	Print media and social media, outreach materials, thank yous	\$ 583	\$ -	\$ -	\$ 200	\$ 783				
Office Supplies	Paper, pens, markers	\$ 295	\$ 500	\$ 577	\$ 561	\$ 1,933				
Meeting/Event Costs	Materials, food for meetings or celebrations	\$ 500	\$ 500	\$ -	\$ 250	\$ 1,250				
Scholarship Awards	Scholarship Awards for Professional Development and QI Materials	\$ -	\$ 2,943	\$ -	\$ -	\$ 2,943				
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, materials, or other expenses related to quality improvement.	\$ 7,863	\$ -	\$ -	\$ -	\$ 7,863				
Annual Conference	Space rental, speakers, materials, food, awards	\$ -	\$ 3,989	\$ -	\$ -	\$ 3,989				
Registration Fees	Rocky Mountain Early Childhood Conference - Other Trainings	\$ 750	\$ 750	\$ 195	\$ 195	\$ 1,890				
Total Supplies & Operating Expenses						\$ 10,991	\$ 9,282	\$ 1,647	\$ 2,081	\$ 24,001
TOTAL DIRECT COSTS						\$ 35,352	\$ 34,819	\$ 8,492	\$ 10,617	\$ 89,280
MODIFIED TOTAL DIRECT COSTS (MTDC)						\$ 35,352	\$ 31,876	\$ 8,492	\$ 10,617	\$ 86,337
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.										

Indirect Costs						FY 2022
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDHS
	No costs shall be reimbursed by CDHS for this category.	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Indirect	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)	\$ 35,352				
	TOTAL COLORADO SHINES QUALITY IMPROVEMENT (CSQI)	\$ 34,819				
	TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)			\$ 8,492		
	TOTAL FCCH Navigator				\$ 10,617	
	TOTAL AMOUNT REQUESTED FROM CDHS					\$ 89,280
PERCENTAGE OF BUDGET BY PROJECT						FY 2022
		ECSB	CSQI	CCR&R	FCCH Navigator	Total Percentage
	PERCENTAGE OF BUDGET BY PROJECT	40%	0.38999776	0.095116487	12%	100%

*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)

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 vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **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.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 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.

- F.** 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.
- G.** 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.
- H.** The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor.

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 Federal mileage rate per <https://www.gsa.gov/travel-resources>.
- B.** Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- 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. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

10. 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.

11. 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)

There are three types of GAE that shall be utilized for this Contract: Quality Improvement (QI), Expanding Quality in Infant and Toddler Care (EQIT); and Micro Grant (MG). All Early Childhood Councils shall have access to all GAE types. All expenditures against the GAEs require pre-approval from the Program.

A. QUALITY IMPROVEMENT GENERAL ACCOUNTING ENCUMBRANCE (QI-GAE)

- 1. Payment for Quality Improvement (QI) to all contractors will be made as incurred, in whole or in part, from the total available funds to be utilized for Quality Improvement that includes: coaching activities and coach training, professional development of staff, purchases of program specific materials, temporary teaching funds, and capital expenditures. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to QI funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of QI funds.
 - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
- 2. 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.

3. Invoices shall be submitted separately for pre-approved QI expenditures.

a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

B. EXPANDING QUALITY IN INFANT TODDLER CARE GENERAL ACCOUNTING ENCUMBRANCE (EQIT-GAE)

1. Payment for Expanding Quality in Infant Toddler Care (EQIT) to all contractors will be made as incurred, in whole or in part, from the total available funds shall be utilized to support the following quality improvement efforts: deployment of the EQ Infant Toddler Specialist Network to provide evidence-based, infant toddler specific professional development, e.g. the Expanding Quality for Infant and Toddler (EQIT) 48-hour course, EQ Relate coaching for individuals completing the EQIT course, and support for the related costs of professional development for current and new infant toddler specialists. To be utilized for EQIT as outlined in **Exhibit A – Statement of Work**. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to EQIT 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 Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of EQIT funds.

a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.

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 EQIT expenditures.

d) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

2. UP TO RATES (direct and indirect).

The indirect rate should not be bundled within the direct rate of an EQIT activity (course, coaching, data and reporting, etc.). In cases where a Council or fiscal agent charges an indirect rate, these charges should be reflected within the invoice and calculated based on actual expenses. The corrected rates include:

a) \$4,200 per EQIT Course;

b) \$300 per EQIT Course to support data and reporting; and

c) \$27 per hour for EQ RELATE Coaching.

Because this is a cost reimbursement contract, charges for these activities should be based on actual costs, but in no case should charges exceed the amounts noted for each activity.

3. PROGRAM INCOME

In cases where an Early Childhood Council is charging fees to EQIT participants, this funding is considered program income. The program income must be documented and the agency must demonstrate how it is spent relative to the program.

C. MICRO GRANT GENERAL ACCOUNTING ENCUMBRANCE (MG-GAE)

1. Payment for Micro grants to all contractors shall be made as incurred, in whole or in part, from the total available funds shall be used to support startup costs for licensed child care programs. It is understood each contractor shall obtain prior written approval from CDHS prior to incurring any costs related to Micro grant funds. It is further understood and agreed that the maximum amount of funds available statewide for the current fiscal year will be divided between all of the Early Childhood Council contracts. The State shall not be liable for any costs incurred without obtaining prior approval for the expenditure of Micro grant funds.
 - a) Please refer to Page 1 for the amount available under the GAE for the current fiscal year.
2. 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.
3. Invoices shall be submitted separately for pre-approved Micro Grant expenditures.
 - a) The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us.

EXHIBIT G Amendment #3 - Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

- i. Subrecipient: **Gunnison County;**
- ii. Subrecipient DUNS number: **133115220;**
- iii. The Federal Award Identification Number (FAIN) is; **CCDF - 2101COCCDF - Discretionary; CCDF - 2101COCCDF - Matching; PDG - 90TP0054; ARPA Stabilization - 2101COCCSC6; CRRSA - 2101COCCC5;**
- iv. The Federal award date is; **CCDF - Discretionary - 04/06/2021 / CCDF - Matching - 04/07/2021 / PDG - 12/27/2019; ARPA Stabilization - 04/14/2021; CRRSA - 02/01/2021**
- v. The subaward period of performance start date is **CCDF (Discretionary & Matching) - 10/01/2020; PDG- 12/31/2019; ARPA Stabilization- 10/01/2020; CRRSA - 12/27/2020** and end date is **CCDF (Discretionary & Matching) - 09/30/2023; PDG - 12/30/2022; ARPA Stabilization - 09/30/2023; CRRSA - 09/30/2023;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDHS
FY22	CCDF-Discretionary- \$40,881* CCDF-Matching-\$0 PDG-\$0* ARPA Stabilization - \$1,369* CRRSA - \$19,109	CCDF-Discretionary- \$40,881* CCDF-Matching-\$0 PDG-\$0* ARPA Stabilization - \$1,369* CRRSA - \$19,109 *An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT)	CCDF-Discretionary- \$40,881* CCDF-Matching-\$0 PDG-\$0* ARPA Stabilization- \$1,369* CRRSA - \$19,109

		<p>General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed \$6,089,939 (QI GAE = CCDF - \$4,237,739, PDG - \$53,200, ARPA Stabilization - \$1,294,000; EQIT GAE = CCDF - \$470,000 and PDG = \$35,000) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.</p>	
--	--	--	--

- vii. Federal award project description: **Child Care and Development Block Grant (CCDF); Colorado Preschool Development Grant (PDG); American Rescue Plan Act (ARPA) 2021-Stabilization; Coronavirus Response and Relief Supplemental Act (CRRSA);**
 - viii. The name of the Federal awarding agency is **CCDF, ARPA Stabilization and CRRSA - Administration for Children & Families; PDG - Department of Health and Human Services, Administration for Children and Families;** the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is **Karen Enboden, Manager, Early Learning Access and Quality, 1575 Sherman Street, 1st Floor, Denver, CO 80203, Karen.Enboden@state.co.us; 303.866.5014;**
 - ix. The Catalog of Federal Domestic Assistance (CFDA) number is **CCDF - 93.575; PDG - 93.434; ARPA and CRRSA - 93.575,** name is **CCDF - Child Care and Development Block Grant Act of 1990; PDG - ESSA Preschool Development Grants Birth through Five; American Rescue Plan Act (ARPA) 2021 Stabilization; Coronavirus Response and Relief Supplemental Act (CRRSA),** and dollar amount is **CCDF - Discretionary - \$57,622,508; CCDF - Matching - \$24,096,457; PDG - \$14,884,753; ARPA Stabilization- \$286,156,175; CRRSA - \$119,294,226;**
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions.**
 - 3) Any additional requirements that CDHS imposes on Subrecipient in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions.**
 - 4) Subrecipient's approved indirect cost rate is **a CDHS negotiated rate of 0%.**
 - 5) Subrecipient must permit CDHS and auditors to have access to Subrecipient's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **the General Provisions, Exhibit A - Statement of Work and Exhibit F - Additional Provisions.**
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDHS no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient’s performance and the final status of Subrecipient’s obligations hereunder.
- 8) **Matching Funds**

If a box below is checked, the accompanying provision applies.

- i. Subrecipient is not required to provide matching funds.
- ii. Subrecipient shall provide matching funds as stated in **N/A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Subrecipient’s obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient’s treasury or bank account. Subrecipient represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient’s laws or policies.

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 1.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 1.1.1.1. Awards may be in the form of:
- 1.1.1.1.2. Grants;
- 1.1.1.1.3. Contracts;
- 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.1.1.5. Loans;
- 1.1.1.1.6. Loan Guarantees;
- 1.1.1.1.7. Subsidies;
- 1.1.1.1.8. Insurance;
- 1.1.1.1.9. Food commodities;
- 1.1.1.1.10. Direct appropriations;
- 1.1.1.1.11. Assessed and voluntary contributions; and
- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 1.1.1.2. Award *does not* include:
 - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3. Any award classified for security purposes; or
 - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.

- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, if the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
 - 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
 - 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
 - 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
 - 1.1.21.1. Salary and bonus;

- 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
 - 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.

- 2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s/Grantee’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s/Grantee’s information.

4. TOTAL COMPENSATION.

- 4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

- 4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and
- 4.1.2. In the preceding fiscal year, Contractor/Grantee received:
 - 4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and
 - 4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

- 5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient DUNS Number;
 - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent's organization DUNS Number;

- 7.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
- 7.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
 - 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of "funding agreement"/ "funding Contract" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement,"/"funding Contract", the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
 - 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State Board of the Great Outdoors Colorado (GOCO)

Action Requested: County Manager Signature

Parties to the Agreement: GOCO

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Gunnison County has received a GOCO grant award for support of a Fellowship program

Fiscal Impact: 210,790

Submitted by: Cathie Pagano

Submitter's Email Address: cpagano@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

County Funds are \$3,000

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/24/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

GRANT AGREEMENT

Project Name: Gunnison County & Western State Fellow
Project Completion Date: June 30, 2024
Contract No.: 22803

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant St., Ste. 725, Denver, CO 80203
E-mail Address: mbrady@goco.org
Contact Name: Matt Brady
Telephone: 303-226-4520

Grantee: Gunnison County
Address: 202 E. Virginia Ave., Gunnison, CO 81230
E-mail Address: jlavorini@nationalforests.org
Contact Name: Joe Lavorini

Date: January 11, 2022

EXHIBITS

Exhibit A Resolution
Exhibit B Budget

RECITALS

- A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or the “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space and recreational resources.
- B. In 2021, GOCO created a statewide grant program, pursuant to which eligible entities could apply for grants to host two-year fellowship positions. Grantee listed above (“Grantee”) submitted a detailed fellowship application (“Fellowship Application”) that contemplates hosting a fellow and the broader scope of work that person shall perform. GOCO approved Grantee’s Fellowship Application, which is incorporated into this Agreement by reference, on December 9, 2021, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Fellowship Application. The position described in the Fellowship Application is referred to as the “Fellowship.”
- C. To the extent proposed in the Budget (defined below), Grantee shall obtain the matching cash and in-kind contributions for the Fellowship.
- D. The parties intend this agreement to be the detailed grant agreement required by GOCO (“Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$150,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Fellowship as approved by GOCO. In the event of a conflict between the Fellowship Application, the parties shall resolve the conflict by mutual agreement. Grantee has provided GOCO with a resolution adopted by Grantee’s governing body authorizing Grantee’s acceptance of the Grant, subject to this Agreement, and designating an appropriate official to sign this Agreement on Grantee’s behalf. The resolution is attached as Exhibit A. Grantee agrees to use its best efforts to complete the Project.
3. Project Scope. Grantee will not materially modify the Fellowship without the written approval of GOCO Staff (“Staff”) or the Executive Director of GOCO (“Executive Director”). Any material change to the Fellowship, whether or not such change is approved in writing by

GOCO, may result in a reduction of GOCO's Grant or may require a refund to GOCO from Grantee, pursuant to Paragraph 10 of this Agreement. In addition, any material change to the Fellowship that is not approved in writing by GOCO may result in termination of the Grant.

4. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated overhead associated with the Fellowship, a copy of which is attached and incorporated as Exhibit B ("Budget"). The Fellowship Application contains a budget that may not match the approved version attached as Exhibit B and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget in Exhibit B shall control until such time as GOCO approves the final version.

5. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by Staff, the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of the Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

6. Future Funding. This Agreement and the Grant only apply to the Fellowship specifically described in this Agreement. GOCO makes no representations regarding future funding for future positions, whether or not described in the Fellowship Application or otherwise.

SECTION 2 – GRANT PAYMENT

7. Payment of Grant. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in Section 3. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

A. Advanced Payment. The Grantee may request an advanced payment of 75% of the grant amount upon execution of this Agreement. Grantee must submit sufficient documentation (including contracts, invoices, paystubs, or other reasonable evidence of payment for goods or services) to GOCO on an annual basis for all grant funds and matching funds expended to-date.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the

year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within thirty (30) days of receipt of any notifications to achieve a resolution, as appropriate. GOCO may elect to have the grantee report at our fiscal year end OR when the grant closes out.

B. *Final Payment.* The Grantee may request one final payment of the grant balance or amount for actual expenditures made, whichever is less, upon GOCO's approval of a final report.

8. Payment Schedule. Upon execution of this Agreement, the Grantee is authorized to request an advanced payment. Grantee may request a final payment upon project completion and in conjunction with the submission of a final report.

9. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Fellowship or the Grant as approved by GOCO infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Fellowship have occurred from how the Fellowship was presented in the Fellowship Application, approved by GOCO without prior written approval of the Executive Director;

C. *Inaccuracies.* Any statement or representation made or information provided by the Grantee in the Fellowship Application or this Agreement is untrue, inaccurate or incomplete in any material respect; or

D. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion.

SECTION 3 – CONDITIONS PRECEDENT

10. Project Completion Date. Grantee shall submit a final report no later than June 30, 2024. Grantee may request an extension of the Fellowship in compliance with GOCO's Overdue Grants Policy, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the Overdue Grants Policy.

11. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Fellowship will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing.

12. Matching Funds. To the extent shown in the Budget, matching funds must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff.

SECTION 4 – OTHER PROVISIONS

13. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Fellowship; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Fellowship. If any events are planned in relationship to the position, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall give timely notice of the Fellowship, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the position is based, as well as to other appropriate public officials. Grantee shall cooperate with GOCO in preparing public information pieces, providing slides and photos collectively, "Fellowship Materials") from time to time. . For the avoidance of doubt, all Fellowship Materials generated by Grantee constitute a "work made for hire" pursuant to the U.S. copyright law (17 U.S.C. Section 201(b)). Grantee agrees that all copyrights and other property rights in the Fellowship Materials developed by Grantee in conjunction with the Fellowship position are further owned by GOCO. Grantee forever and irrevocably assigns to GOCO, without further consideration, all right, title and interest in such copyrights and other proprietary rights. Grantee agrees that GOCO, its successors and assigns shall have the exclusive right to file copyright applications in the United States and throughout the world to the Fellowship Materials or any portion of them in the name of GOCO. Grantee agrees that GOCO, its successors and assigns may act as attorney-in-fact to execute any documents that GOCO deems necessary to record this Agreement with the United States Copyright Office or elsewhere. Grantee agrees to execute any and all documents reasonably requested by GOCO to enforce GOCO's rights under this provision.

14. Reporting. Prior to the Fellowship Completion Date, Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Fellowship ("Final Report"). The Fellowship is complete when all efforts proposed in the Fellowship Application or in any subsequently approved modification have been completed. The Final Report must be submitted using GOCO's Final Report Form (available by contacting GOCO). In its discretion, GOCO may request additional documentation before its approval of the Final Report.

15. Liability.

A. Indemnity. To the extent allowed by law, Grantee shall be responsible for and shall indemnify, defend and hold harmless GOCO, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable attorneys' fees)

resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, GOCO, its members, officers, agents or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) ("CGIA"). This provision may apply to the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend and hold harmless GOCO, Executive Director and Staff from any cost, expense or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

16. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the hiring, management, and operation. Grantee shall retain the accounts, documents, and records related to the Fellowship for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

17. Breach. In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding and/or terminate this Agreement.

B. *After Payment of Grant.* GOCO reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including but not limited to return of all or a portion of the Grant. Further, GOCO reserves the right to deem Grantee ineligible for participation in future GOCO grants, loans or projects.

18. GOCO Policies. With regard to all named GOCO policies referenced in this Agreement, Grantee acknowledges it has received a copy of the policies or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

19. Miscellaneous Provisions.

A. *Good Faith.* Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. *Assignment.* Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director, who has the sole discretion to withhold consent to assign.

C. *Applicable Law.* Colorado law applies to the interpretation and enforcement of this Agreement.

D. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of GOCO or the State of Colorado.

E. *Time is of the Essence.* Time is of the essence in this Agreement.

F. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the Fellowship.

G. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

H. *Notice.* Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Agreement.

I. *Construction; Severability.* Each party has reviewed and revised (or requested revisions of) this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation

of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

J. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

K. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
GUNNISON COUNTY

By:

By:

Name: Jackie Miller
Title: Executive Director

Name: Matthew Birnie
Title: County Manager

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

Name: Matt Brady
Title: Grants Officer

EXHIBIT A
Resolution

EXHIBIT B
Approved Budget

PROJECT BUDGET							
	Source of Funds	Date Secured		GOCO Funds	Applicant Funds	Partner Funds	Total Funding
CASH							
	GOCO Grant			\$150,000.00			\$150,000.00
							\$0.00
							\$0.00
							\$0.00
IN-KIND							
	Gunnison County, STOR Committee				\$3,000.00		\$3,000.00
	Western Colorado University, Center for Public Lands [Partner Source]	Oct-21				\$57,790.00	\$57,790.00
							\$0.00
TOTAL SOURCE OF FUNDS				\$150,000.00	\$3,000.00	\$57,790.00	\$210,790.00

CASH	Use of Cash Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Category							
<i>Gunnison County</i>	Fellow Salary (annual)	2.00	\$50,600.00	\$101,200.00			\$101,200.00
Category							
<i>Gunnison County</i>	Fellow Benefits (25% of salary)	2.00	\$12,650.00	\$25,300.00			\$25,300.00
Category							
<i>Gunnison County</i>	Professional Development (annual)	2.00	\$2,000.00	\$4,000.00			\$4,000.00
Category							
<i>Gunnison County/WCU</i>	Overhead (15% of total)	1.00	\$19,500.00	\$19,500.00			\$19,500.00
Category							
<i>vendor/service provider</i>							\$0.00
USE OF FUNDS - CASH SUBTOTAL				\$150,000.00	\$0.00	\$0.00	\$150,000.00

IN-KIND	Use of In-Kind Funds	# of Units (Hours)	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Category							
<i>Western Colorado University</i>	Fellow Oversight, CPL Director	80.00	\$40.00			\$3,200.00	\$3,200.00
Category							
<i>Western Colorado University</i>	Fellow Oversight, CPL Program Manager	200.00	\$25.00			\$5,000.00	\$5,000.00
Category							
<i>Gunnison County/NFF/STOR</i>	Fellow Oversight, Gunnison County Stewardship	120.00	\$25.00		\$3,000.00		\$3,000.00
Category							
<i>Gunnison County/WCU</i>	WCU Overhead (38% negotiated federal indirect rate)					\$49,590.00	\$49,590.00
USE OF FUNDS - IN-KIND SUBTOTAL					\$3,000.00	\$57,790.00	\$60,790.00

Contingency - up to 10% (not required, cannot be GOCO funds)	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Contingency				\$0.00
USE OF FUNDS - CONTINGENCY SUBTOTAL		\$0.00	\$0.00	\$0.00

TOTAL PROJECT COST	\$150,000.00	\$3,000.00	\$57,790.00	\$210,790.00
Remember: the Total Project Cost row must equal the Total Source of Funds row				

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement (MOA); Between US Army Cor

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Memorandum of Agreement (MOA) between the Corps, SHPO and CSQ, Inc. to resolve adverse effects to historic properties. This completes the Corps' compliance with Section 106 of the National Historic Preservation Act notwithstanding any and all future compliance of the mitigation

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. MRH

Reviewed by:

Discharge Date: 1/25/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICER
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

SUBJECT: Department of the Army (DA) permit number SPK-2019-00889, Adverse Effects from the Colorado Stone Quarries, Inc. Yule Creek Relocation Project, Gunnison County, Colorado. History Colorado Nos. 57066 and 79294

1. **WHEREAS**, the United States Army Corps of Engineers (USACE) administers issuance of permits pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and Section 10 of the Rivers and Harbors Act of 1899, 33 U.S.C. § 403; and
2. **WHEREAS**, Colorado Stone Quarries, Inc. (Proponent or Invited Signatory) relocated the Yule Creek, which involved the placement of materials in waters of the U.S., an action that the USACE subsequently determined required a permit pursuant to Section 404 of the Clean Water Act; and
3. **WHEREAS**, the work and discharge that requires a DA permit constitutes an “Undertaking” as defined in 33 CFR Part 325, Appendix C(1)(f) and 36 CFR § 800.16(y) under Section 106 of the National Historic Preservation Act (NHPA; 54 U.S.C. § 306108); and
4. **WHEREAS**, the Proponent submitted an application for an after-the-fact DA Individual Permit seeking authorization for the Undertaking; and
5. **WHEREAS**, the USACE defined the Undertaking’s permit area and area of potential effects (APE) as the areas that have incurred construction and ground disturbance work as part of the Undertaking, including the relocation of a 1,500-foot-long section of Yule Creek (Attachment A); and
6. **WHEREAS**, the USACE consulted with the Colorado State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the NHPA (54 U.S.C. § 306108); and
7. **WHEREAS**, the USACE determined, and the SHPO concurred (SHPO Reference HC#57066), that the Marble Quarry Complex (5GN.1774) is eligible for inclusion in the National Register of Historic Places; and

8. **WHEREAS**, the USACE determined, and the SHPO concurred, that the Undertaking has resulted in direct effects constituting an adverse effect to this property; and
9. **WHEREAS**, the USACE consulted with the Proponent regarding the effects of the Undertaking on historic properties and invited it to sign this Memorandum of Agreement (MOA or Agreement) as an invited signatory (Invited Signatory); and
10. **WHEREAS**, the USACE consulted with Gunnison County and the Marble Historical Society regarding the effects of the Undertaking on historic properties, and has invited them to sign this MOA as Concurring Parties; and
11. **WHEREAS**, representatives from Gunnison County and the Marble Historical Society have accepted the USACE invitation to consult on the resolution of adverse effects as Concurring Parties; and
12. **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the USACE notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect finding with specified documentation, and the ACHP chose not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and
13. **WHEREAS**, the Proponent and Gunnison County are currently negotiating a Memorandum of Agreement (Gunnison County MOA) concerning an easement (Easement) across certain portions of the Proponent's property to provide for public access in association with stipulations set forth in this MOA; and
14. **WHEREAS**, the signatories to this MOA are the USACE and the SHPO (collectively Signatories, or individually a Signatory), and the Proponent is the Invited Signatory; and
15. **WHEREAS**, the phrase "parties to this Agreement" shall mean the USACE, the SHPO, and the Proponent, collectively; and the term "party" shall mean the USACE, the SHPO, or the Proponent.

NOW, THEREFORE, the Signatories and the Invited Signatory to this MOA agree that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

The USACE shall ensure that the following measures are carried out:

- I. The USACE shall make this MOA a special condition of the DA Individual Permit Number SPK-2019-00889. The Proponent shall be responsible for complying

with the terms of this MOA as a special condition and requirement of the Individual Permit.

- II. Interpretive Signage: Except as provided herein, within two (2) years of execution of the Gunnison County MOA or the execution of this MOA, whichever occurs later, and USACE and SHPO approval of the content of the interpretive signage, the Proponent will create and install five (5) interpretative and photographic signs that describe the history of the Marble Quarry Complex. The signage will be located along the Easement and associated historical quarrying interpretative trail within a publicly accessible area. Information gathered during the compilation of the professional documentation may be used for this interpretive display. The design and content of the interpretive signage shall be reviewed and approved in writing by the USACE and the SHPO prior to being installed. Such approval shall satisfy this stipulation. The signage will meet the following requirements:
- A. At a minimum, the signage shall include a presentation of the Marble Quarry Complex's history and interpretation of the Quarry's historic significance.
 - B. The signage will consist of at least five (5) bronze panels that may range in size from 2 feet (ft) by 3 ft up to 4 ft by 6 ft.
 - C. The signage shall be of professional quality and will include a marble base approximately 3 ft by 2 ft by 3 ft. The bronze and marble nature of the permanent signage is intended to require no maintenance.
 - D. Research and documentation performed to fulfill this stipulation shall be completed by professionals—historians, architectural historians, or cultural resource specialists—who meet the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* for the applicable field (see 48 FR 44716, September 29, 1983, and 62 FR 33708, June 20, 1997). The visualizations to be included on the signage may be designed by an exhibit specialist/graphic artist and/or by an organization that can create and design professional quality signage.
 - E. All Concurring Parties shall be provided a 30-calendar day review period to comment on the draft panel materials, placement, design, layout, and text.
 - F. Final approval of signage materials, placement, design, layout, and text within the Easement shall be approved by the USACE and the SHPO in consultation with, and agreement from, Gunnison County.
 - G. The new signage shall be available to the public for a minimum of five (5) years beginning on the date the signage is installed. During this five (5) year period, Colorado Stone Quarries, Inc. (CSQ) shall be responsible for performing any maintenance on the signage that may be required.
 - H. In no event shall CSQ's obligations under this Stipulation II extend beyond five (5) years from the date the signage is installed.
 - I. Any additional stipulations or terms between Gunnison County and the Proponent related to the signage addressed in this Agreement will be negotiated separately between Gunnison County and the Proponent.

- J. Following the installation of the signage and the execution of the separate Gunnison County MOA (see WHEREAS 13, above), CSQ will offer to *transfer control of the signage, but not maintenance or any associated maintenance costs*, to Gunnison County. The new interpretative signage will be available to the public for a minimum of five (5) years and, via Gunnison County, indefinitely.
- K. The Proponent shall provide notice to all other parties to this Agreement when the signage has been installed in accordance with consultation with said parties by providing notice of installation pursuant to Stipulation XII.

The Signatories and the Proponent acknowledge that Easement negotiations between the Proponent and Gunnison County are currently ongoing and agree that should such negotiations not be completed in time for the Proponent to fulfill its obligations under Stipulation II within the allotted two-year installation period, the two-year installation deadline shall be extended pursuant to Stipulation VI but not beyond the duration of this MOA pursuant to Stipulation IX.

ADMINISTRATIVE STIPULATIONS

- III. **MONITORING AND REPORTING:** Prior to and no later than June 30th of each year from the date of final signature following the execution of this MOA until it expires, is terminated, or the USACE and the SHPO determine that Proponent's obligations under this MOA are complete, the Proponent will provide all parties to this Agreement a summary memo briefly detailing work undertaken pursuant to this MOA. The memo will include any proposed scheduling changes, any problems encountered, and any disputes, objections, or comments received, including those from the general public arising directly from the USACE's efforts to carry out the terms of this MOA.
- IV. **POST-REVIEW DISCOVERIES:** If properties are discovered that may be historically significant or unanticipated effects on historic properties are found, the Proponent will immediately cease all work at the project site and notify the USACE, Albuquerque District, Regulatory Division. Subsequently, the USACE will consult with the other Signatory and the Invited Signatory, and the Concurring Parties if deemed appropriate by the USACE, regarding the discovery in accordance with 36 CFR § 800.13.
- V. **DISPUTE RESOLUTION:** Any Signatory or Invited Signatory to this Agreement may object at any time to any actions proposed or the way the terms of this MOA are being implemented. The objecting party must submit in writing to the USACE the reasons for, and a justification of, its objections. The USACE will consult with the objecting party and all other parties to this Agreement to resolve the objection within 30 calendar days. If the USACE determines that such objection cannot be resolved, the USACE shall so notify the other Signatories and Invited Signatory in writing and the USACE will:

- A. Forward all documentation relevant to the dispute to the ACHP within 30 calendar days after the USACE's initial determination that the objection *cannot be resolved*. The ACHP will provide the USACE with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final determination on the dispute, the USACE will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, the other Signatory, the Invited Signatory, and the Concurring Parties, and provide them with a copy of such written response within 30 calendar days of receiving advice from the ACHP. The USACE will then proceed according to its final determination.
 - B. If the ACHP does not provide its advice regarding the dispute within the 30 calendar days, the USACE may make a final determination on the dispute and proceed accordingly. Prior to reaching such a final determination, the USACE will prepare a written response that takes into account any timely advice or comments regarding the dispute from any of the parties to this Agreement and provide its written response to all parties to this Agreement within 30 calendar days.
 - C. The USACE's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.
- VI. **AMENDMENTS:** Any Signatory or Invited Signatory may request that this MOA be amended by submitting such a request, in writing, to the other parties to this Agreement. The parties to this Agreement will consult with each other for up to 60 calendar days, or another time period agreed to by the parties to this Agreement, concerning the necessity and appropriateness of the proposed amendment. Any party to this Agreement may request the involvement of the ACHP during the amendment process. At the end of the consultation period, the USACE will provide an amended MOA for signature by the Signatories and Invited Signatory or a written statement describing why the USACE chose not to pursue an amendment to this MOA. Amendments will be effective on the date a copy of the amended MOA signed by all of the parties to this Agreement is filed with the ACHP.
- VII. **PROJECT MODIFICATIONS AND CHANGES:** Neither the Signatories nor the Proponent will alter any plan, scope of services, or other document that has been reviewed and commented on pursuant to this MOA without first affording the parties to this Agreement the opportunity to review the proposed change and determine whether it will require that this MOA be amended.
- VIII. **TERMINATION:** If any Signatory or Invited Signatory to this MOA determines that its terms will not or cannot be carried out, that party will immediately provide written notice to the other parties to this Agreement stating the reasons for the

determination. The USACE will then consult with all parties to this Agreement to attempt to develop an amendment per Stipulation VI, above. If within 60 days, or another time period agreed to by all parties to this Agreement, an amendment cannot be reached, any parties to this Agreement may terminate the MOA upon written notification to the other Signatories and the Invited Signatory.

Once the MOA is terminated, and prior to work continuing on the Undertaking, the USACE must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The USACE will notify the Signatories and the Invited Signatory as to the course of action it will pursue.

- IX. **DURATION:** This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the USACE may consult with the other Signatory and the Invited Signatory to reconsider the terms of the MOA and amend it in accordance with Stipulation VI, above.
- X. **FAILURE TO CARRY OUT THE TERMS OF THIS MOA:** In the event that the Proponent materially fails to follow all terms of this MOA or conducts work beyond the scope of the Undertaking, the Proponent may be determined to be out of compliance with the terms and conditions of its DA Individual Permit. At its discretion, the USACE may take appropriate enforcement action against the Proponent to resolve Section 106 compliance.
- XI. **EFFECTIVE DATE:** This Agreement shall be effective as of the date last signed by the USACE, the SHPO, and the Proponent.
- XII. **NOTICE:** Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or made for all purposes if (a) hand delivered, (b) sent by a nationally recognized overnight courier for next business day delivery, or (c) by email with (a non-automated) email confirmation of receipt, and sent to the following:

For USACE: United States Army Corps of Engineers
Attn: Kelly Allen, Regulatory Division Chief
4101 Jefferson Plaza NE
Albuquerque, NM 87109
Kelly.E.Allen@usace.army.mil

With a copy to: Winston Zack
United States Army Corps of Engineers
Division Archaeologist
Winston.S.Zack@usace.army.mil

Memorandum of Agreement – The Colorado Stone Quarries, Inc. Yule Creek Relocation Project
Gunnison County, Colorado

For SHPO: Deputy State Historic Preservation Officer
Colorado State Historic Preservation Office
1200 Broadway
Denver, CO 80208
holly.norton@state.co.us

For CSQ: Colorado Stone Quarries, Inc.
Attn: General Manager
1734 HWY 50E
Delta, CO 81416
giorgio@csqmarble.com
jean@csqmarble.com
paul@csqmarble.com

With a copy to: Katie Todt
Lewicki & Associates
3375 West Powers Circle
Littleton, CO 80123
katie@lewicki.biz

Execution of this MOA by the USACE, the SHPO, and the Proponent, and implementation of its terms evidence that the USACE took into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment.

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICER
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

SIGNATORY:

Kelly Allen
Regulatory Division Chief
Albuquerque District
U.S. Army Corps of Engineers

DATE

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICER
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

SIGNATORY:

Dawn DiPrince
State Historic Preservation Officer
Colorado State Historic Preservation Office

DATE

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICER
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

INVITED SIGNATORY:



Jean St-Onge
General Manager
Colorado Stone Quarries, Inc.

0/19/2022
DATE

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICER
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

CONCURRING PARTY:

Jonathan Houck
Chairperson of the Board of County Commissioners
Gunnison County

DATE

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
AND
THE COLORADO STATE HISTORIC PRESERVATION OFFICER
AND
COLORADO STONE QUARRIES, INC.
REGARDING
THE COLORADO STONE QUARRIES, INC. YULE CREEK RELOCATION PROJECT

CONCURRING PARTY:

Kimberley Perrin
President
Marble Historical Society

DATE

APPENDIX A
Area of Potential Effects
(Labeled 'Corps Permit Area')

Colorado Stone Quarries, Inc.

Pride of American Mine, SPK-2019-00889

Permit Area Map
Prepared by the Corps, 02/05/2021

Corps Permit Area

Eastern (Current) Alignment of Yule Creek

Quarry Road (Feature 2, 5GN1774)

5GN6292 (no longer existing)

Franklin Ridge Quarry

Quarry Town (Feature 3, 5GN1774)

5GN6293 (no longer existing)

Western (Former, Natural) Alignment of Yule Creek

Waste Marble Dump (5GN1774), within/adjacent to Yule Creek and covered by fill material.

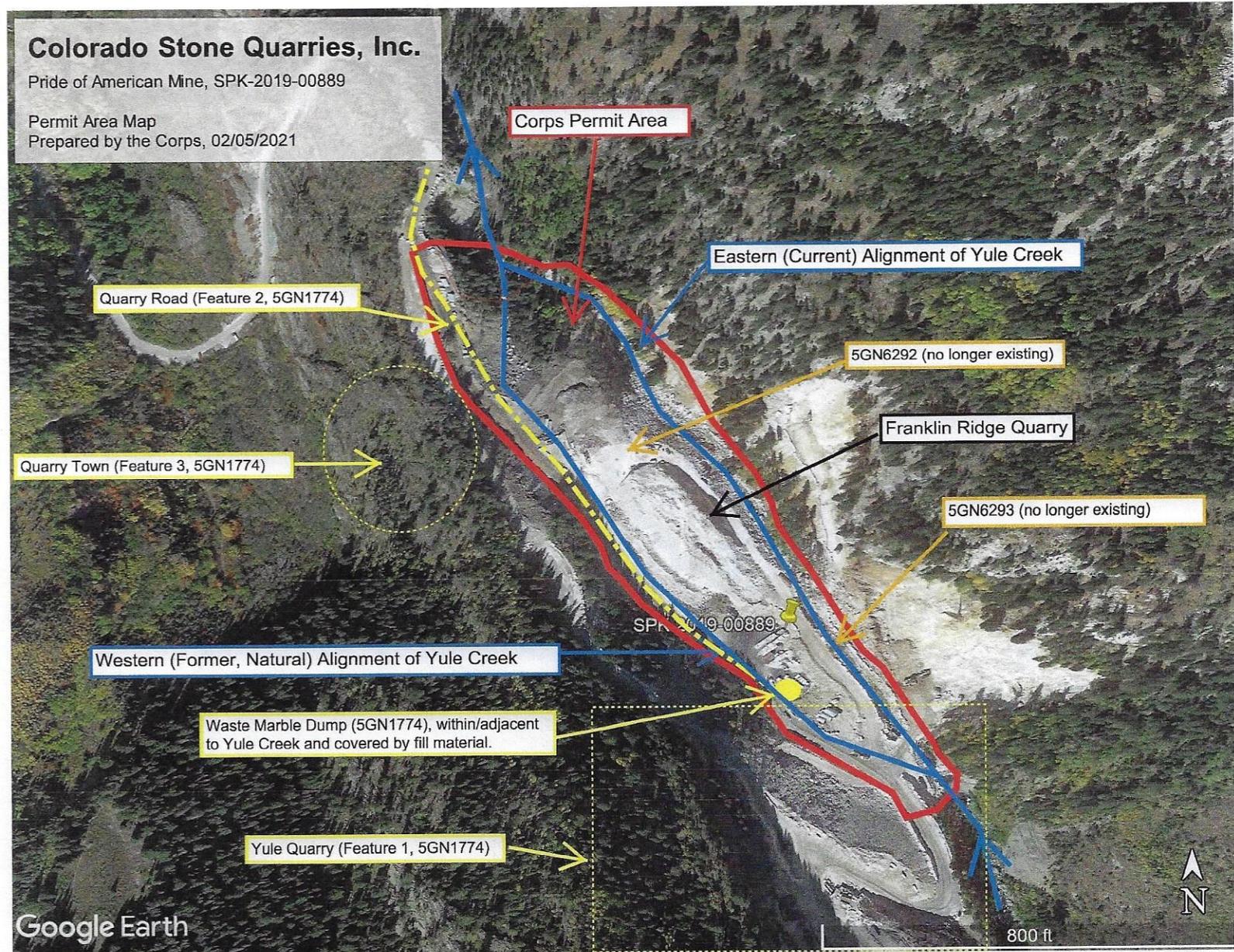
Yule Quarry (Feature 1, 5GN1774)

SPK-2019-00889

Google Earth



800 ft



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement to Provide County Financia

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: \$4,500

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO THE CENTER FOR MENTAL HEALTH

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County” or “County”) and Center for Mental Health, whose address is 2130 E. Main Street, Montrose, CO 81401 (herein “Recipient”).

RECITALS

WHEREAS, Recipient has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public’s interest to provide financial assistance to Recipient;

AGREEMENT

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

1. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. **STRATEGIC RESULT.**

Recipient agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how Recipient has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. **PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.**

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay Recipient fees not to exceed Four Thousand, Five Hundred and No/100 U. S. Dollars (\$4,500.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation as determined by the County in its sole discretion.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

Recipient agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Recipient shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Recipient will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Recipient during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Recipient's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Recipient. Recipient shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Recipient's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Recipient. Recipient shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient to the County under this Agreement. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

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

Recipient acknowledges and agrees that Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Recipient is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Recipient irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Recipient or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Recipient or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Recipient expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Recipient will provide the County reasonably prompt notice of the relevant claim. Recipient will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Recipient but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Recipient or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Recipient agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Recipient shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act

of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Recipient shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Recipient certifies that Recipient does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Recipient certifies that Recipient has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Recipient certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Recipient agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Recipient agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental

Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. **LEGAL AUTHORITY.** Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Recipient represents and warrants that he has been fully authorized by Recipient to execute the Agreement on behalf of Recipient and to validly and legally bind Recipient to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Recipient or the person signing the Agreement to enter into the Agreement.

e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Recipient shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the Recipient waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars (\$6,000).

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of this Agreement shall become the sole and exclusive property of the County, and the Recipient agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Recipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Recipient has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Recipient shall not employ any person having such known interests. The Recipient shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Recipient: Leigh Robertson, Grants Administrator
Center for Mental Health
2130 E. Main Street
Montrose, Colorado 81401

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form

by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Recipient and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient'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 Agreement.

22. RECORDS.

Recipient shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Recipient shall be subject to financial audit by federal, state or county auditors or their designees. Recipient authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Recipient. Recipient shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

RECIPIENT

By: _____
Center for Mental Health

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

We will provide the number of Gunnison County residents that were served in fiscal year 2022. We track that number through our electronic health record. We'll also provide information on the number of services provided. If possible, we'll provide more specific data.

The Center's results and services support the services offered through Gunnison County's Health and Human Services Department. Gunnison County has no clinical behavioral health services, but we work closely with the juvenile services team (prevention/intervention). For example, if a family is involved with the child protection team, the team will often refer the child and/or parents to services at The Center for Mental Health to help support the family. The Center supports the families and individuals they are working with through therapy, groups, and/or medication management. The Center also refers and supports the County's Family Advocacy Support Team (FAST) and high-fidelity wraparound program.

Here's an example of what's possible with services from The Center for Mental Health's staff (abridged from *Crested Butte News*):

Ian Hatchett was in his early thirties when he went through back-to-back heart surgeries. "I gradually went into a very deep, dark depression," said Hatchett. "Sometimes life can just stack up against you. It was new terrain for me. I didn't really understand what was happening to me."

Even though he had no prior history of depression, Hatchett recalls his struggle. "I didn't know how to ask for help. I didn't know how to reach out and felt incredible guilt. I had given up. I had never given up anything ever in my life. Suicide is really disproportionately prevalent in our community, and I went very close."

Fortunately, his friends recognized a need for help and took him to the Center for Mental

4. Please attach the following documents to this application:

- a) Names and addresses of all Board members including designation of officers
- b) Budget detail for 2021 and 2022 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
- c) 2021 Funding Report

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format
Kelly Weak, Senior Accountant
KWeak@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance
Attn: Kelly Weak
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 24, 2021

The Center for Mental Health
STATEMENT OF ACTIVITIES
For the Twelve Months Ended June 30, 2020

	% Total To Revenue	Year To Date				Actual YTD Prior Yr	\$ Variance From Prior Yr	% Variance From Prior Yr
		Actual	Budget	\$ Budget Variance	% Budget Variance			
REVENUE								
CO Behavioral Health Contract	13.5%	1,869,961	1,980,086	(110,125)	(5.6%)	1,799,515	70,446	3.8%
RMHP Crisis Contract	9.2%	1,283,456	1,800,000	(516,544)	(28.7%)	656,671	626,785	48.8%
County & City Funding	0.0%	3,560	30,447	(26,887)	(88.3%)	36,804	(33,244)	(933.8%)
SubTotal	22.7%	3,156,978	3,810,533	(653,556)	(17.2%)	2,492,990	663,988	21.0%
Client Self-Pay Fees	3.8%	529,671	590,181	(60,510)	(10.3%)	366,859	162,811	30.7%
Medicare Billings	(0.4%)	(55,390)	231,357	(286,748)	(123.9%)	96,384	(151,774)	274.0%
Medicaid FFS	1.3%	182,581	483,308	(300,727)	(62.2%)	159,718	22,863	12.5%
Medicaid Capitation (Net)	53.3%	7,407,758	7,264,320	143,438	2.0%	6,566,451	841,307	11.4%
Insurance & 3rd Party (Net)	3.4%	479,191	553,920	(74,729)	(13.5%)	492,562	(13,371)	(2.8%)
School System Contracts	0.1%	18,880	30,685	(11,805)	(38.5%)	53,987	(35,107)	(185.9%)
Day Treatment Revenue	0.0%	0	15,000	(15,000)	(100.0%)	3,186	(3,186)	0.0%
Hospital Rev: Montrose	0.2%	28,480	19,200	9,280	48.3%	24,877	3,603	12.7%
Intensive Outpatient SUD	0.3%	40,847	0	40,847	0.0%	0	40,847	100.0%
Grant Revenue: JBBS	2.0%	274,309	514,322	(240,013)	(46.7%)	232,336	41,973	15.3%
Pediatric Integration	0.9%	124,261	82,872	41,389	49.9%	46,531	77,730	62.6%
Grant Revenue: Capacity	7.1%	993,298	936,469	56,829	6.1%	383,423	609,874	61.4%
Telluride Foundation	0.1%	9,000	0	9,000	0.0%	22,500	(13,500)	(150.0%)
Western State CO Univ.	1.1%	153,571	153,571	0	0.0%	149,098	4,473	2.9%
Transportation Grant	2.0%	272,579	272,579	(0)	(0.0%)	269,880	2,699	1.0%
Youth Suicide Prevention	0.1%	10,835	0	10,835	0.0%	30,492	(19,657)	(181.4%)
Crisis Sitter	0.1%	16,866	90,600	(73,734)	(81.4%)	84,896	(68,030)	(403.4%)
Crisis Mobile Respite	0.0%	0	0	0	0.0%	351,305	(351,305)	0.0%
Misc. Fees For Service	0.0%	5,075	0	5,075	0.0%	73,880	(68,805)	(1355.8%)
Total Fees for Service	75.5%	10,491,811	11,238,384	(746,573)	(6.6%)	9,408,365	1,083,445	10.3%

BOARD SUMMARY

Miscellaneous Revenue	1.8%	253,164	266,000	(12,836)	(4.8%)	721,485	(468,321)	(185.0%)
-----------------------	------	---------	---------	----------	--------	---------	-----------	----------

TOTAL OPERATING REVENUE	100.0%	13,901,953	15,314,917	(1,412,964)	(9.2%)	12,622,840	1,279,112	9.2%
-------------------------	--------	------------	------------	-------------	--------	------------	-----------	------

EXPENSES

SALARIES & FRINGE BENEFITS	69.3%	9,630,083	11,447,606	1,817,523	15.9%	9,571,487	(58,596)	(0.6%)
----------------------------	-------	-----------	------------	-----------	-------	-----------	----------	--------

OPERATING EXPENSES

Amortization	0.0%	6,492	6,500	8	0.1%	6,547	55	0.8%
--------------	------	-------	-------	---	------	-------	----	------

Audit & Accounting	0.6%	86,734	60,000	(26,734)	(44.6%)	98,389	11,655	13.4%
--------------------	------	--------	--------	----------	---------	--------	--------	-------

Automotive	0.2%	25,476	39,620	14,144	35.7%	22,828	(2,648)	(10.4%)
------------	------	--------	--------	--------	-------	--------	---------	---------

Bank Fees	0.1%	15,927	1,500	(14,427)	(961.8%)	4,461	(11,466)	(72.0%)
-----------	------	--------	-------	----------	----------	-------	----------	---------

Board Expense	0.1%	9,380	10,000	620	6.2%	9,541	161	1.7%
---------------	------	-------	--------	-----	------	-------	-----	------

Consulting & Legal	0.4%	61,161	65,000	3,839	5.9%	38,707	(22,454)	(36.7%)
--------------------	------	--------	--------	-------	------	--------	----------	---------

Contract Services	9.2%	1,282,293	954,667	(327,626)	(34.3%)	724,031	(558,262)	(43.5%)
-------------------	------	-----------	---------	-----------	---------	---------	-----------	---------

Data Processing: General	1.7%	241,033	232,106	(8,928)	(3.8%)	226,458	(14,575)	(6.0%)
--------------------------	------	---------	---------	---------	--------	---------	----------	--------

Data Processing: Qualifacts	0.9%	124,777	241,492	116,715	48.3%	122,120	(2,657)	(2.1%)
-----------------------------	------	---------	---------	---------	-------	---------	---------	--------

Depreciation	2.6%	363,581	340,000	(23,581)	(6.9%)	348,593	(14,988)	(4.1%)
--------------	------	---------	---------	----------	--------	---------	----------	--------

Dues & Subscriptions	0.2%	30,198	34,300	4,102	12.0%	34,568	4,370	14.5%
----------------------	------	--------	--------	-------	-------	--------	-------	-------

Grant Expenditures	0.1%	13,021	12,590	(431)	(3.4%)	3,980	(9,041)	(69.4%)
--------------------	------	--------	--------	-------	--------	-------	---------	---------

Interest & Bond Fees	0.6%	80,690	75,000	(5,690)	(7.6%)	79,835	(856)	(1.1%)
----------------------	------	--------	--------	---------	--------	--------	-------	--------

Insurance	0.7%	99,704	100,000	296	0.3%	78,706	(20,998)	(21.1%)
-----------	------	--------	---------	-----	------	--------	----------	---------

Maintenance & Repair	1.9%	269,186	271,876	2,690	1.0%	161,904	(107,282)	(39.9%)
----------------------	------	---------	---------	-------	------	---------	-----------	---------

Misc Expenses	0.8%	104,903	156,379	51,476	32.9%	267,099	162,196	154.6%
---------------	------	---------	---------	--------	-------	---------	---------	--------

OMFA Empowerment Centers	0.0%	0	0	0	0.0%	25	25	0.0%
--------------------------	------	---	---	---	------	----	----	------

Supplies	1.4%	196,423	82,695	(113,728)	(137.5%)	106,328	(90,095)	(45.9%)
----------	------	---------	--------	-----------	----------	---------	----------	---------

Total Patient Care	1.8%	250,772	264,425	13,653	5.2%	187,073	(63,699)	(25.4%)
--------------------	------	---------	---------	--------	------	---------	----------	---------

Postage	0.0%	5,360	8,946	3,587	40.1%	8,222	2,863	53.4%
---------	------	-------	-------	-------	-------	-------	-------	-------

Printing & Copying	0.1%	10,816	15,758	4,942	31.4%	8,912	(1,904)	(17.6%)
--------------------	------	--------	--------	-------	-------	-------	---------	---------

BOARD SUMMARY

Total Public Relations	0.9%	130,676	135,000	4,324	3.2%	94,105	(36,571)	(28.0%)
Recruitment	0.3%	39,653	50,500	10,847	21.5%	50,161	10,508	26.5%
Rent/Leased Space	2.1%	293,920	238,800	(55,120)	(23.1%)	285,581	(8,339)	(2.8%)
Training	1.0%	132,097	150,000	17,903	11.9%	140,347	8,250	6.2%
Total Travel	0.8%	116,144	153,640	37,496	24.4%	146,365	30,221	26.0%
Total Utilities	1.4%	192,724	166,517	(26,206)	(15.7%)	153,187	(39,537)	(20.5%)
<hr/>								
TOTAL OPERATING EXPENSE	30.1%	4,183,139	3,867,311	(315,828)	(8.2%)	3,408,071	(775,069)	(18.5%)
<hr/>								
TOTAL EXPENSES	99.4%	13,813,222	15,314,917	1,501,695	9.8%	12,979,558	(833,665)	(6.0%)
<hr/>								
OPERATING EXCESS/(DEFICIT)	0.6%	88,730	0	(88,730)	0.0%	(356,718)	(445,448)	(502.0%)

The Center for Mental Health
Statement of Activities
For the Twelve Months Ending 6/30/2022

	<u>Annual Budget</u>
REVENUE	
MAJOR GRANTS AND CONTRACTS	
40110 OBH General Fund	\$781,040
40170 OBH School Based Services	75,384
40155 OBH Offender Services	290,396
40180 OBH ACT	106,773
40165 OBH Consultative and Educ.	54,112
40112 RMHP Crisis Contract	1,097,083
47089 RMHP Mobile Crisis	347,000
40210 MSO Treatment	29,998
40212 MSO Add'l Family Services	35,000
40213 SB202 Withdrawal Mgmt	399,000
40225 WSC Administration	<u>24,586</u>
Total Major Grants and Contracts	3,240,372
MINOR GRANTS AND CONTRACTS	
47049 Pediatric Integration	0
47060 Jail Based Services	50,970
47009 Western Colorado University	162,924
40160 Early Childhood	88,161
47021 Hospital Revenue	15,000
47053 Intensive Outpatient SUD	200,000
49005 Grant Revenue: Misc	<u>532,250</u>
Total Minor Grants and Contracts	1,049,305
FEES FOR SERVICE	
45010 Medicaid: Encounters	<u>7,080,902</u>
Net Medicaid Encounters	7,080,902
43001 Client Fees	481,593
43002 Fee Schedule Adjustments	(158,925)
43003 Bad Debts	<u>(13,529)</u>
Net Client Fees	309,138
44001 Medicare Billings	345,027
44003 Medicare Writeoffs	(224,267)
45030 Medicaid: Fee for service	562,172

45050	Medicaid: Writeoffs	(179,896)
	Net Medicare/Medicaid FFS	<u>503,036</u>

46001	Insurance & 3rd Party	811,357
46002	Insurance Writeoffs	(489,523)
	Net Ins & 3rd Party	<u>321,834</u>

	Total Fees for Service	<u>8,214,910</u>
--	------------------------	------------------

MISCELLANEOUS INCOME

48001	Donations	40,000
48002	Investment income	500
48012	Income (Loss) from Subsidiaries	180,000
48004	Gain / (Loss) on Sale of Assets	510,000
48005	Incentives received	25,000
48006	Rent Income	116,000
48003	Miscellaneous income	<u>250,000</u>

	Total Miscellaneous Income	<u>1,121,500</u>
--	----------------------------	------------------

	TOTAL REVENUE	<u>13,626,088</u>
--	---------------	-------------------

EXPENSES

SALARIES

	Salaries	8,869,205
	Benefits & Taxes	<u>2,132,836</u>
	Total Salaries & Benefits	11,002,041

OPERATING EXPENSES

DIRECT EXPENSES

53636	Training	132,103
53628	Supplies	114,876
53633	Food	31,237
53501	Travel	99,452
53401	Telephone	79,962
53669	Postage	5,950
53660	Printing & Copying	16,567
53402	Utilities	64,500
53642	Maintenance & Repair	278,042
53606	Automotive	35,001
53630	Equipment Leases	10,950
53624	Dues & Subscriptions	35,300
53632	Employee Recognition	22,119

53625	Marketing and Communications	129,800
53302	Patient Care: Meds	251,400
53305	Patient Care: Medical Supplies	0
53303	Patient Care: Misc	23,901
53104	Contract Services: ProCare	15,000
53102	Contract Services: Psychiatrists	301,447
53114	Contract Services: Nurses	93,600
	Contract Services: Transportation	
53116	Pilot	0
53113	Contract Services: Jail Support	0
	Total Direct Expenses	<u>1,741,207</u>

ALLOCATED DIRECT EXPENSES

53101	Contract Services: Misc	433,872
53618	Data Processing: General	273,267
53619	Data Processing: Qualifacts	143,797
53672	Rent/Leased Space	241,944
53654	Other Costs	<u>61,317</u>
	Total Allocated Direct Expenses	<u>1,154,196</u>

INDIRECT EXPENSES

53605	Amortization	6,500
53608	Bank Fees	20,000
53609	Board Expense	51,358
53615	Consulting & Legal	30,000
53621	Depreciation	303,000
53201	Interest: Mortgage	72,000
53603	Audit & Accounting	75,000
53627	Recruitment	50,000
53639	Insurance	<u>115,500</u>
	Total Indirect Expenses	<u>723,358</u>

TOTAL OPERATING EXPENSE 3,618,762

TOTAL EXPENSES 14,620,803

OPERATING EXCESS/(DEFICIT) (994,715)

Budget FY2022 Services to Un & Underinsured and Low Income Clients

<u>Funder</u>	<u>Expected Income</u>	<u>Notes</u>
Crested Butte	\$3,000	
Gunnison County	\$11,000	
Montrose County	\$5,000	
CCAASE	\$18,000	
Town of Mountain Village	\$7,500	
Hotchkiss	\$458	
- Cedaredge	\$1,110	
- City of Delta	\$4,457	
- City of Montrose	\$9,655	
- Crawford	\$200	
- Delta County	\$15,221	
- Hinsdale County	\$394	
-Lake City	\$287	
-Mount Crested Butte	\$407	
-Naturita	\$265	
-Norwood	\$286	
-Nucla	\$355	
-Olathe	\$904	
-Orchard City	\$250	
-Ouray	\$516	
-Ouray County	\$2,428	
-Paonia	\$714	
-Ridgway	\$489	
-San Miguel County	\$4,008	
Rocky Mountain Health Foundation	\$20,000	
Telluride Foundation	\$0	It's our year off
Pay it Forward West End	\$1,000	
Subtotal of Gov & Grant funds	\$107,904	
Center for Mental Health	\$288,817	
Total	\$396,721	

Note: we don't estimate the expenses for each individual city and/or county.

We operate on a fiscal year, so the sooner we can get the funds, the better.



BOARD OF DIRECTORS LIST
MIDWESTERN COLORADO MENTAL HEALTH CENTER INC.
DBA THE CENTER FOR MENTAL HEALTH
 as of May 25, 2021

BOARD MEMBER	BOARD MEMBER		CURRENT OFFICER TERM	MAILING ADDRESS	CELL	HOME	WORK	EMAIL	OCCUPATION
	NAME	JOINED							
1	MANDY MILLER, MA, LPC <i>President</i>	04/2016	04/2019 04/2022	01/2020 – 12/2020 01/2021 – 12/2021	PO Box 2939 Telluride, CO 81435	(303) 875-4570		mandymillerlpc@gmail.com	Telluride Private Practitioner
2	SCOTT PLUMB <i>President-Elect & Treasurer</i>	07/2017	07/2020 07/2023	President-Elect 01/2020 – 12/2020 01/2021 – 12/2021 & Treasurer 01/2019 – 12/2020 01/2021 – 12/2021* <i>*will be a partial Treasurer term before taking the President role in 01/2022</i>	3510 Pleasant Point Drive Ridgway, CO 81432	(970) 708-8980		scottplumb@me.com	Retired Vice President Sales
3	ALEX DURHAM <i>Secretary</i>	08/2018	08/2021	05/2021 – 12/2022	PO Box 1164 Ouray, CO 81427	(970) 318-1218		alexldurham@gmail.com	Voyager Youth Program Teen Site Leader / Program Assistant
4	JUSTIN PERRY	08/2020	08/2023	-	PO Box 585 Ouray CO 81427	(970) 275-9484	970-318-6299 <i>best number to reach</i>	jperry@ouraycountyco.gov	Ouray County Sheriff
5	ROB MCNUTT	09/2020	09/2023	-	6534 Pleasant Point Drive Ridgway, CO 81432	(208) 860-5700		Robmcnutt60@gmail.com	Lamb Weston Senior VP and CFO
6	TOM RICHARDS	09/2020	09/2023	-	PO Box 3008 Telluride, CO 81435	(970) 417-7080		trichards@tellurideskiresort.com	Telluride Ski Resort CFO



Funding Recipient Project Report
Calendar Year 2021

Name of Funding Recipient: The Center for Mental Health

Dollar Value of County Funds Awarded: \$11,000

Funding Recipient's Total 2021 Annual Budget: \$13,641,257

Other Funding Sources (please list source names and amounts received):

Total Gunnison funding was \$775,884 in FY 2021. Just for the sliding fee scale/uninsured/underinsured program in Gunnison County, we received the following:

- Community Foundation of the Gunnison Valley \$5,000
- Town of Crested Butte \$3,000
- Gunnison League of Women's Voters \$1,425
- Donor A \$200
- Donor B \$300

Note: that doesn't include funding we received from general sources that was for our sliding fee scale program across all six counties that we serve.

Gunnison revenue as a whole was:

- Insurance & 3rd Party \$58,858
- Client Fees \$69,309
- Grants/Donations \$20,925
- Government \$626,792

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 98.5% for Gunnison area; .99.9% for the whole organization.

How the County Funds Were Spent:

We used the funds to provide services for Gunnison County residents who were uninsured and underinsured through our free and sliding fee scale and other programs. This included mental health and substance use services. Gunnison County residents could use our services in Crested Butte, Gunnison, on the Western Colorado University Campus, at our Crisis Walk-In Center or any other Center clinic. We also provide some free online services, such as screenings.

Number of Clients Assisted during the Funding Year: In fiscal year 2020, a total of 1,234 Gunnison County residents received 13,739 behavioral health services from The Center. Of those clients, 39 people received 226 services through our sliding fee program and more people received free or other low-cost services.

Customer Results Achieved via the County Funds:

The funding dollars from Gunnison County for those clients who are un- or under-insured has assisted clients at the Gunnison and Crested Butte offices and other Center for Mental Health clinics. One of those residents is a client with an insurance policy that has a very high deductible. He struggles to make payments because of his income level. We have been able to offer him continued therapy through these funds, which keeps him in a safe, emotionally-well place.

- Katie Hunt, LCSW, LAC, Assistant Regional Director, Gunnison and Hinsdale Counties.

How Your Customer Results Were Measured: Numbers of clients and services are recorded in our electronic health record.

Submit this report to one of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061



Funding Recipient Project Report
Calendar Year 2022

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2022 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

How Your Customer Results Were Measured: _____

Submit this report to **one** of the following by January 31, 2023. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement to Provide County Financia

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: \$6,000

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO THE GUNNISON COUNTRY FOOD PANTRY

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County” or “County”) and Gunnison Country Food Pantry, whose address is PO Box 7077, Gunnison, CO 81230 (herein “Recipient”).

RECITALS

WHEREAS, Recipient has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public’s interest to provide financial assistance to Recipient;

AGREEMENT

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

1. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. **STRATEGIC RESULT.**

Recipient agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how Recipient has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. **PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.**

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay Recipient fees not to exceed Six Thousand and No/100 U. S. Dollars (\$6,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation as determined by the County in its sole discretion.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

Recipient agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Recipient shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Recipient will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Recipient during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Recipient's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Recipient. Recipient shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Recipient's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Recipient. Recipient shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient to the County under this Agreement. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

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

Recipient acknowledges and agrees that Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Recipient is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Recipient irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Recipient or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Recipient or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Recipient expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Recipient will provide the County reasonably prompt notice of the relevant claim. Recipient will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Recipient but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Recipient or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Recipient agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Recipient shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act

of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Recipient shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Recipient certifies that Recipient does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Recipient certifies that Recipient has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Recipient certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Recipient agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Recipient agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental

Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. **LEGAL AUTHORITY.** Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Recipient represents and warrants that he has been fully authorized by Recipient to execute the Agreement on behalf of Recipient and to validly and legally bind Recipient to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Recipient or the person signing the Agreement to enter into the Agreement.

e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Recipient shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the Recipient waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars (\$6,000).

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of this Agreement shall become the sole and exclusive property of the County, and the Recipient agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Recipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Recipient has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Recipient shall not employ any person having such known interests. The Recipient shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Recipient: Katie Dix, Director
Gunnison Country Food Pantry
PO BOX 70777
Gunnison, Colorado 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form

by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Recipient and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient'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 Agreement.

22. RECORDS.

Recipient shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Recipient shall be subject to financial audit by federal, state or county auditors or their designees. Recipient authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Recipient. Recipient shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

RECIPIENT

By: _____
Gunnison Country Food Pantry



COMMUNITY BASED ORGANIZATION 2022 CHARGES FOR SERVICE APPLICATION

Organization Name:	Gunnison Country Food Pantry				
Address 1:	PO Box 7077				
Address 2:					
City:	Gunnison	State:	CO	Zip Code:	81230
Telephone Number:	970-641-4156	Fax Number:	N/A		
Email Address:	director@gunnisonfoodpantry.org				
Contact Person(s):	Katie Dix				

1. What is the amount of County funds requested? Please keep your request below \$12,000.

\$6,000

2. Provide specific information regarding what the County funds will be used for.

The support of Gunnison County (hereafter, "County") is critical to providing food assistance to those in need. The State of Colorado Dept. of Health and Human Services has determined 35% of Gunnison County's population lives below the subsistence level and qualifies for food assistance. This equates to approximately 2,300 households struggling with food insecurity. About 380 households live with Very Low Food Security, meaning they may miss one or more meals a week.

For 15 years, Gunnison Country Food Pantry (GCFP) has been committed to providing food assistance to all who ask, always keeping in mind that we believe **no one should go hungry in Gunnison County**. The final count for 2020 was 1,460 households asked for and received food 7,421 times. These households were comprised of 3,606 people, including 922 Children, 339 Adults 60+ and 2,345 Adults 18-59. This was an 80% increase over 2019. GCFP anticipates serving 945 households in 2022. County funding will provide \$6.32 per household. This amount is consistent with the amount the County approved for 900 households in 2021.

The food to be purchased will balance the nutritional value of food that is donated from 1) Care and Share Food Bank for Southern Colorado, 2) local grocery stores and distributors participating in the Feeding America program, and 3) our generous community members. Recipients are invited to visit the Pantry every week and will be offered as much food as their households need for the coming week.

The impact of COVID is severe, and the end is not in sight. Even now, the Delta variant is affecting people at an alarming rate, especially children unable to get vaccinated. These infected children must stay home from school for 10 days. Families of these children can rely on GCFP to shield them from the financial impact of the lost school meals during isolation. Homebound Adults and Adults 60+ who are generally most at risk of serious illness can request weekly home deliveries of food assistance.

3 Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

GCFP partners with the County in its efforts to promote optimal community and family health and wellbeing. By tracking recipients' names, addresses, ages, and number of times food assistance is requested, GCFP can document that it is complementing County services by serving 100% of the people who ask for food. While Gunnison County Dept. of Health and Human Services is limited by federal- and state-mandated eligibility requirements, GCFP fills the gap by helping everyone who declares a need for food.

4. Please attach the following documents to this application:

- a) Names and addresses of all Board members including designation of officers
- b) Budget detail for 2021 and 2022 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
- c) 2021 Funding Report

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format

Kelly Weak, Senior Accountant

KWeak@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance

Attn: Kelly Weak

200 E Virginia Ave

Gunnison, CO 81230

Submittal Deadline:

September 24, 2021

Gunnison Country Food Pantry
Profit & Loss Budget Overview
 January through December 2021

	Jan - Dec 21
Income	
5001 · MONETARY INCOME	
6000 · INDIVIDUALS & SMALL BUSINESSES	122,700.00
6001 · COMMUNITY ORGANIZATIONS	20,000.00
6002 · BUSINESSES & CORPORATIONS	18,000.00
6003 · GOVERNMENT ENTITIES	32,000.00
6005 · FOUNDATION/TRUSTS	25,000.00
6004 · COVID FUNDING	50,000.00
9000 · INTEREST INCOME	300.00
Total 5001 · MONETARY INCOME	268,000.00
5500 · IN KIND INCOME	
6500 · IN KIND TEFAP/CSFP	85,000.00
6510 · IN KIND VENDORS	90,000.00
6520 · IN KIND COMM/ADMIN	25,000.00
Total 5500 · IN KIND INCOME	200,000.00
Total Income	468,000.00
Gross Profit	468,000.00
Expense	
7001 · IN KIND EXPENSE	
7900 · IN KIND TEFAP/CSFP	85,000.00
7910 · IN KIND VENDORS	90,000.00
7920 · IN KIND COMMUNITY/ADMIN	25,000.00
Total 7001 · IN KIND EXPENSE	200,000.00
7002 · PROGRAM EXPENSES	
7000 · FOOD FOR DISTRIBUTIONS	60,000.00
7250 · FOOD FOR CHILDREN	
7250.1 · HEALTHY SNACKS	7,200.00
7250.2 · GUNNI-PACKS	7,200.00
Total 7250 · FOOD FOR CHILDREN	14,400.00
Total 7002 · PROGRAM EXPENSES	74,400.00
7003 · FUND DEVELOPMENT EXPENSES	
8152 · COMMUNITY AWARENESS	400.00
8155 · COMMUNITY DATABASE	1,200.00
8160 · FUND DEVELOPMENT	1,000.00
Total 7003 · FUND DEVELOPMENT EXPENSES	2,600.00
7004 · ADMINISTRATIVE EXPENSES	
8100 · ACCOUNTING	4,000.00
8140 · BANK CHARGES/STRIPE FEES	450.00
8400 · BUDGET SURPLUS	1,000.00
8195 · INSURANCE LIABILITY	2,500.00
8180 · MEMBERSHIP DUES/ANNUAL FEES	600.00
8240 · OFFICE/OPERATING SUPPLIES	4,000.00
8310 · TELEPHONE AND INTERNET	1,050.00
Total 7004 · ADMINISTRATIVE EXPENSES	13,600.00
7010 · VEHICLE EXPENSES	
8120 · AUTO EXPENSE GAS	835.00
8127 · AUTO EXPENSE INSURANCE	2,250.00
8126 · AUTO EXPENSE REG FEE	300.00
8125 · AUTO EXPENSE R & M	1,000.00
Total 7010 · VEHICLE EXPENSES	4,385.00

Gunnison Country Food Pantry
Profit & Loss Budget Overview
 January through December 2021

	Jan - Dec 21
7011 · FACILITY EXPENSE	
8260 · RENT	10,800.00
8270 · REPAIRS & EQUIPMENT	500.00
8275 · MAINTENANCE	660.00
8261 · ADMIN STORAGE	600.00
8278 · DRY STORAGE	3,600.00
8280 · WALK IN UNITS	1,200.00
Total 7011 · FACILITY EXPENSE	17,360.00
7013 · STAFFING EXPENSES	
8350 · PAYROLL EXECUTIVE DIRECTOR	35,730.00
8360 · PAYROLL PANTRY MGR	34,363.00
8364 · FUND DEVELOPMENT SPECIALIST	35,000.00
8362 · PAYROLL TAX	8,040.00
8196 · INSURANCE WORKER'S COMP	2,000.00
8361 · PROFESSIONAL DEVELOPMENT	138.00
Total 7013 · STAFFING EXPENSES	115,271.00
7014 · CONTRACTED EXPENSES	
8386 · BOOKKEEPER	15,360.00
8380 · VOLUNTEER PROGRAM	1,800.00
8390 · WEBSITE DESIGN/MAINT	500.00
8381 · STIPEND	22,724.00
Total 7014 · CONTRACTED EXPENSES	40,384.00
Total Expense	468,000.00
Net Income	0.00

GUNNISON COUNTRY FOOD PANTRY
2022 Preliminary Budget

9/24/21

INCOME Account Description		
	Individuals and Small, Local Businesses	\$ 100,000
	Community Organizations	\$ 21,000
	Large Business and Corporations	\$ 15,000
	Government Entities	\$ 33,000
	Foundations	\$ 25,000
	COVID Recovery	\$ 135,716
	Interest Income	\$ 340
	<i>Monetary subtotal</i>	<i>\$ 330,056</i>
	IN KIND Volunteer Time	\$ 273,984
	IN KIND Food TEFAP/CSFP	\$ 90,000
	IN KIND Food Vendors	\$ 95,000
	IN KIND Food Community	\$ 30,000
	<i>In Kind subtotal</i>	<i>\$ 488,984</i>
	TOTAL INCOME	\$ 819,040
EXPENSES Account Description		
	TOTAL EXPENSES	\$ 819,040
PROGRAM	IN KIND Volunteer Time	\$ 273,984
	IN KIND Food TEFAP/CSFP	\$ 90,000
	IN KIND Food Vendors	\$ 95,000
	IN KIND Food Community	\$ 30,000
	Food for Distributions	\$ 38,800
	Food for Children	\$ 22,800
	Operating Supplies	\$ 3,000
AUTO	Auto Expense - Gas	\$ 1,800
	Auto Expense - Repairs & Maintenance	\$ 1,500
	Auto Expense - Registration Fees	\$ 300
	Auto Expense - Insurance	\$ 3,200
FUNDRAISING	Community Awareness	\$ 810
	Fund Development	\$ 2,300
	Contribution to Endowment	\$ 12,000
ADMIN	Membership Dues / Annual Fees	\$ 475
	Insurance - Liability and Directors, Umbrella	\$ 2,425
	Insurance - Workers Comp	\$ 3,000
	Office Supplies	\$ 4,000
	Phone	\$ 660
	Software	\$ 1,820
	Bank Charges / PayPal Fees	\$ 1,000
	Contingency Fund / Budget for Surplus	\$ 2,225
FACILITY	Facility - Rent	\$ 10,800
	Facility - Admin Storage	\$ 600
	Facility - Repairs & Equipment	\$ 600
	Facility - Maintenance	\$ 80
	Facility - Dry Storage	\$ 3,600
	Facility - Admin Space	\$ 1,200
	Facility - Walk-In Units	\$ 600
COMPENSATED STAFF	Employees	\$ 146,493
	Professional Development	\$ 600
	Payroll Taxes	\$ 11,207
	Payroll Expense	\$ 48
	Volunteers	\$ 1,700
	Stipend Volunteers	\$ 36,921
	Short Term Work Opportunities with WCU	\$ 1,500
	Independent Contractors	\$ 11,992



Board of Directors
Effective September 16, 2021

Tracy A. Leonard, President
170 Riverwalk Drive, Gunnison, CO 81230
970-641-2393
lanasleonard@gmail.com
Term: January 2019 through December 2022
Editor, Retired, and Consultant

Linda A. Shipp, Secretary
1078 Chekwa Trail, Gunnison, CO 81230
970-275-6534 accepts texts
lashipp51@gmail.com
Term: March 2019 through February 2022
Food Services Administration, Retired

Ken Henry, Treasurer
1100 N. Main Street, Gunnison, CO 81230
970-641-9000; 970-402-1346 accepts texts
khenry@cobnks.com
Term: May 2021 through April 2024
Community President, Community Banks of Colorado

Mark E. Reaman, Director
PO Box 1258, Crested Butte, CO 81224
970-275-4020 accepts texts
reaman4@msn.com
Term: April 2019 through April 2022
Editor, Crested Butte News

Benita A. Bellamy, Director
177 Elcho Avenue, Crested Butte, CO 81224
630-742-7559 accepts texts
benita.bellamy@gmail.com
Term: October 2020 through September 2023
Retail Expansion Project Manager

Steven M. Secofsky, Director
37651 US Hwy 50, Gunnison, CO 81230
909-241-5594 accepts texts
stevesecofsky@msn.com
Term: September 2021 through September 2024
Forensic Scientist, Retired

Kathleen C. Dix, Executive Director
321 N. Colorado Street, Gunnison, CO 81230
970-975-3516 accepts texts
Katiedix466@gmail.com
Term: January 2019 through December 2022
Operations, Administration and Fund Development

Non-Voting Members

Angie Krueger, GCFP Pantry Manager
970-901-2228 accepts texts
pantrymanager@gunnisonfoodpantry.org

Terry Commander, GSFP Pantry Manager
970-929-6200; 970-361-6379 accepts texts
greatersomersetfoodpantry@gmail.com

Advisors

John E. Felix, Gunnison County Director of Information Technology

Stuart McKinlay, Business Transactional Law and Real Estate Law



Funding Recipient Project Report Calendar Year 2021

Name of Funding Recipient: Gunnison Country Food Pantry (GCFP)

Dollar Value of County Funds Awarded: \$5,850

Funding Recipient's Total 2021 Annual Budget for Monetary Contributions: \$268,000

Other Funding Sources (please list source names and amounts received): Attachment A provides a list of monetary donors.

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 97.8%

How the County Funds Are Being Spent: The funds are allocated to pay for food in the amount of \$6.32 per household for 900 households.

Number of Clients Receiving Assistance During the Funding Year: 740 households / 1,697 people; anticipated final total will be more than 900 households / 2,000 people

Customer Results Being Achieved via the County Funds:

As of August 31, those struggling with food security have asked for food assistance 4,086 times this year. GCFP is 100% successful in giving to those who ask for food assistance. Of the 1,697 people served this year, 11% are Adults 60+, 24% are Children and 65% are Adults. Each household is being offered dairy, prepared foods, bread, meat, fresh produce, and healthy snacks to feed their household for a week.

How Your Customer Results Are Measured:

GCFP uses a daily, confidential tracking system to monitor recipients' names, addresses, ages, and estimated degree of need.

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061



2021 FUNDING SOURCES

\$29,000 State of Colorado Dept of Health & Human Services
\$15,000 Lisa and Fred Niederer
\$10,000 Blake Hawk
\$10,000 Richard Melnick
\$7,500 Community Foundation of the Gunnison Valley
\$7,000 Andrew Shekas
\$6,589 Folding for Food
\$5,500 Gary and Karen Shondeck
\$5,329 Anonymous Donors
\$5,000 City of Gunnison
\$5,000 Colorado Housing and Finance Authority
\$5,000 Gunnison Church of Christ
\$5,000 Vail Resorts Charitable Fund
\$3,300 Schmueser Gordon Meyer
\$2,925 Gunnison County
\$2,400 Patricia and Martin Moore
\$2,400 Katherine Norgard
\$2,000 Alternative Gifts International
\$2,000 Jack E. Blake
\$2,000 Gunnison Home Association
\$2,000 Helios Foundation
\$2,000 Harris McIntosh Jr.
\$2,000 Nick Waser and Mary Price
\$2,000 Town of Mt. Crested Butte
\$1,600 Bethany Baptist Church
\$1,534 Crested Butte Investments
\$1,500 Western Student Government Association
\$1,440 Charles and Sherryl Peterson
\$1,400 Susan Christenson
\$1,280 Andie and Mark Holman
\$1,200 Mike Wilson
\$1,170 Town of Crested Butte
\$1,075 Tamara Williams
\$1,049 Kroger Co. Foundation
\$1,023 Art Hayes
\$1,023 Courtenay and Tom Murphy
\$1,000 Robin Baade
\$1,000 CBCS NHS
\$1,000 Community Banks of Colorado

\$1,000 Community Church of Gunnison
\$1,000 Gunnison Bank & Trust Company
\$1,000 Susan Maclean
\$1,000 Roxie Rule
\$900 Teresa Anderson
\$900 Benjamin Paradee
\$900 Rocky Mountain Christian Ministries
\$900 St Peter's Catholic Church
\$880 Katalin Wolff
\$850 Lois and Wayne Oldham
\$771 Ellen Harriman
\$700 Gunnisack-Cowboy Bistro
\$616 Seventh Day Adventist Church
\$614 Doug Bradbury
\$600 William P Hamilton
\$600 Steven Schechter and Lyda Hardy
\$600 Vincent and Joanne Rogalski
\$568 Jones for Colorado
\$521 PEO GY Chapter
\$512 Brice Hoskin
\$512 Jennifer Jeffery
\$512 Eva Thurmond
\$500 Ronald T. Goering and Imogene M. Bessett
\$500 Cecilia and Tom Eager
\$500 John and Kathleen Felix
\$500 Cini Jackson
\$500 Meredith McManus
\$500 Rachel Meissner
\$500 John and Christy Murchison
\$500 Rotary Club of Crested Butte
\$500 Rotary Club of Gunnison
\$500 Olga C Schetcher
\$500 The Denver Foundation
\$500 Elizabeth Vachon
\$480 Candi Borah
\$471 Kristi Acuff
\$470 Marla and Greg Larson
\$463 Wes and Benita Bellamy
\$450 Sharon Ann Farrington
\$400 Jerome Arthur Denton
\$400 Mark and Peggy High
\$400 John and Mary Lavelle
\$400 Ethel Rice
\$400 Lynette and Tyler Richardson
\$350 Alexander Kwiatkowski
\$350 Sharon and Jim Mendonca
\$342 Kate Magnus

\$320 Nancy Dean
\$319 Kent Grubbs
\$307 Michael Benedict
\$300 Philip Berggren
\$300 Howard Cline
\$300 Allen Stork and Judy Junkman
\$300 Tracy and Lana Leonard
\$300 Patrick and Marnie Medina
\$300 Donna Rozman
\$300 Mike and Stacey Shafer
\$300 Catherine Wilkens
\$300 Ian and Kimberley Wrisley
\$285 Tricia and Michael Kalka
\$256 David Musto
\$256 Cathie Pagano
\$256 Carolyn Virden
\$250 John and Paulette Bennett
\$250 Clark Family Fund
\$250 Gunnison County Farm Bureau
\$250 Gunnison Savings and Loan
\$250 Gustav Maikish
\$250 Mike Marquez
\$250 Stephen Meldrum
\$250 Pam and Pat Montgomery
\$250 RingCentral
\$233 Anne Coster
\$225 Charles Ray McDonald
\$219 Gunnison High School National Honor Society
\$206 Linda and Mike Paulaitis
\$205 Tiffanie Wick
\$200 Virginia Albers
\$200 Vikki and Don Archuleta
\$200 Gloria Beim
\$200 Ronda Connaway
\$200 Jennifer Barvitski
\$200 Mike Keith and Linda Battaglia
\$200 Faith Magill
\$200 Diane and Sean McCormick
\$200 Carolyn and Bill Reimer
\$200 Ruth Rose
\$200 Steve and Debbie Williams
\$200 Joy Wills
\$190 Nancy and Neil Kovach
\$180 Debbe Weidler
\$160 Nancy Martin
\$154 Dustin Kujawski
\$154 Katya Schloesser

\$150 Marla Lee Covey
\$150 Joe and Katie Dix
\$150 Sonda and Kevin Donovan
\$150 Patti Gast
\$150 Glenda Michaels
\$150 Union Congregational Church of Crested Butte
\$113 Andrew Breibart
\$103 Kent and Darcy Bradley
\$103 David Bright
\$103 Claire and Chris Mootz
\$103 Stacie Murray
\$100 American Legion, Rob Watters Post 54
\$100 Charles and Gayle Berkoben
\$100 Bart and Sue Carbone
\$100 Kathleen Cortner
\$100 Christina Damron
\$100 Fred and Carol Eyerman
\$100 FLIR Systems
\$100 Laurie Gery
\$100 David Gonzales
\$100 Janice Goodman
\$100 Kay Haddaway
\$100 Elizabeth and Donald Janney
\$100 Mary Mataisz
\$100 Arthur and Paula Mears
\$100 Susan Petronio
\$100 Harv and Linda Rees
\$100 Matt Robbins
\$100 Linda and Joe Shipp
\$100 William Hamilton
\$100 Neil and Joan Windsor
\$95 Nicholas Pompa
\$87 Danica Coronacion
\$77 JoAnna Constantine
\$75 Carrie Weitzel
\$60 Gregory and Marla Frazier
\$60 Betsy Garrett
\$56 Clark Nelson
\$51 Richard McNally
\$50 Craig and Gayle Berkohert
\$50 Sue Brix
\$50 Sarah Budden
\$50 Jane Deeken
\$50 Cheryl Giordano
\$50 Randy and Paul Morgan
\$50 Hedda Peterson
\$50 Paul Edwards and Julia Wilson

\$42 Leta and Fred Haverly
\$40 Jessica and Shea Earley
\$40 Marlene Zantell
\$30 T.L. Livermore
\$28 Local Music Community
\$26 Ryan Staude
\$25 John Manville
\$25 Sharon Rouse
\$15 Trudy Vader
\$10 Mt. Calvary Lutheran Church



Funding Recipient Project Report
Calendar Year 2022

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2022 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

How Your Customer Results Were Measured: _____

Submit this report to **one** of the following by January 31, 2023. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement to Provide County Financia

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: \$11,000

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO THE GUNNISON VALLEY ANIMAL WELFARE LEAGUE

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County” or “County”) and Gunnison Valley Animal Welfare League, whose address is PO Box 1834 Gunnison, CO 81230 (herein “Recipient”).

RECITALS

WHEREAS, Recipient has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public’s interest to provide financial assistance to Recipient;

AGREEMENT

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

1. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. **STRATEGIC RESULT.**

Recipient agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how Recipient has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. **PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.**

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay Recipient fees not to exceed Six Thousand and No/100 U. S. Dollars (\$6,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation as determined by the County in its sole discretion.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

Recipient agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Recipient shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Recipient will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Recipient during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Recipient's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Recipient. Recipient shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Recipient's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Recipient. Recipient shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient to the County under this Agreement. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

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

Recipient acknowledges and agrees that Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Recipient is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Recipient irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Recipient or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Recipient or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Recipient expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Recipient will provide the County reasonably prompt notice of the relevant claim. Recipient will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Recipient but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Recipient or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Recipient agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Recipient shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act

of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Recipient shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Recipient certifies that Recipient does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Recipient certifies that Recipient has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Recipient certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Recipient agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Recipient agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental

Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. **LEGAL AUTHORITY.** Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Recipient represents and warrants that he has been fully authorized by Recipient to execute the Agreement on behalf of Recipient and to validly and legally bind Recipient to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Recipient or the person signing the Agreement to enter into the Agreement.

e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Recipient shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the Recipient waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars (\$6,000).

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of this Agreement shall become the sole and exclusive property of the County, and the Recipient agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Recipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Recipient has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Recipient shall not employ any person having such known interests. The Recipient shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Recipient: Erica Bendixen
Gunnison Valley Animal Welfare League
PO Box 1834
Gunnison, Colorado 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form

by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Recipient and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient'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 Agreement.

22. RECORDS.

Recipient shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Recipient shall be subject to financial audit by federal, state or county auditors or their designees. Recipient authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Recipient. Recipient shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

RECIPIENT

By: _____
Gunnison Valley Animal Welfare League



COMMUNITY BASED ORGANIZATION 2022 CHARGES FOR SERVICE APPLICATION

Organization Name:	Gunnison Valley Animal Welfare League				
Address 1:	PO Box 1834				
Address 2:	98 Basin Park Drive				
City:	Gunnison	State:	CO	Zip Code:	81230
Telephone Number:	970-641-1173	Fax Number:			
Email Address:	info@gvawl.com				
Contact Person(s):	Erica Bendixen				

1. What is the amount of County funds requested? Please keep your request below \$12,000.

11,000

2. Provide specific information regarding what the County funds will be used for.

The Gunnison Valley Animal Welfare League (GVAWL) requests operational funds to care for stray, abandoned, relinquished, and impounded companion animals who are brought to the shelter and placed in our care. Beyond food and shelter, these animals often require vaccinations and spay/neuter procedures as well as veterinary care and medicine, which may be either emergent or routine, such as dental work. We make sure our animals are in the best possible conditions while in our shelter and throughout the adoption process, or when reunited with their owners. Services that GVAWL provides Gunnison County are outlined below.

All animals brought to GVAWL are initially assessed at intake, and those assessments continue throughout the shelter stay. This ensures animals are handled in a secure setting by trained individuals, and that if an animal is sick or injured, we coordinate immediate treatment by a veterinarian to relieve pain and suffering. We maintain communication with families post-adoption to ensure the pet is a good fit for the household. We primarily work with dogs and cats, but accept other small animals if resources are available. GVAWL was nationally recognized again by [saving90.org](https://www.saving90.org) as a shelter with placement rates of 98% and 97% for cats and dogs, respectively.

Collaborating with area vet clinics, GVAWL manages an extensive, low-cost spay/neuter assistance initiative. In an effort to streamline this program, GVAWL moved to a certificate system in 2021, standardizing the amount (based on species & procedure) given to pet owners. This new system has simplified the process for pet owners, veterinarians, and GVAWL. To reach more pet owners in need, we made the application available in Spanish this year. Applications for assistance in both languages are available online & at the shelter. Requests for spay/neuter assistance continue to grow from years prior; so far in 2021, 64 discounted spay/neuter certificates have been issued to community members. This program is paramount to managing the pet population in Gunnison County.

We continue to maintain close, effective relationships with the Gunnison Sheriff's Office and City Neighborhood Services as animal-care needs arise, and dedicated kennels for each entity can be accessed 24/7. Our facility serves as the only physical shelter in the county for impounded animals. We also work with the Gunnison Food Pantry, Project Hope, and the Gunnison Senior Care Facility to provide free food, supplies, and low-cost sterilization, often to families struggling with loss of income who may otherwise be faced with relinquishing a family pet they can no longer afford.

COVID-19 continued to impact GVAWL in 2021. For our community's safety, we made the decision not to hold larger in-person events, including our Pet Expo or Howl-O-Ween Ball. We continue to offer shelter and foster care for pets of COVID-19 victims during their hospitalization and recovery, at no cost to the owners. To supplement GVAWL's in-person presence and respond to the community's changing needs, the shelter continues to offer in-person adoption hours by walk-in and appointment, and we have increased our focus on digital fundraising efforts and communication. GVAWL sees this challenge as an opportunity to remain dynamic in our approach to our ultimate goals of offering care for animals and resources to their owners. We hope to resume larger community events as soon as we can, safely.

Our organization continues to reap the rewards of our full-time salaried animal shelter manager, hired in 2020. Her background in law enforcement has proven an important asset, in addition to her many years of small and large animal care experience. In a recent face-to-face meeting between her, Sheriff Gallowich, and others, all parties reinforced their mutual relationship in the care and handling of county impounded animals. Both sides expressed positive feelings with the arrangement, and a mutual understanding of respective responsibilities. GVAWL'S manager holds training and regular communication with sheriff's officers to promote education and meaningful cooperation. With our manager and a solid and diverse base of community volunteers, we have increased our shelter exposure and availability to the public and our law-enforcement partners.

The Gunnison Valley Animal Welfare League knows that animal companions are an enriching part of our community, and bring immeasurable comfort to Gunnison County residents. GVAWL provides a vital service to the county and city governments through our partnership to provide essential shelter and care for animals, and resources for their owners. We do so with the safety of all parties in mind. GVAWL prioritizes proper management of resources we are allocated, and transparent cooperation with the city and county entities with whom we work. We believe strongly that companion animals add comfort and stability to the lives of their owners, and that their companionship is particularly important to our most vulnerable members in these ongoing trying times.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

The continued successful operation and management of the animal shelter is the most effective gauge of our success. We can meet or exceed current requests for our services and plan to continue doing so in the future. If an animal cannot be accepted at GVAWL, due to behavior or health issues that would endanger staff or other animals, we provide the owner with counseling and possible care alternatives. We have not turned away an animal due to financial restrictions or lack of kennel space, and we have fulfilled every request to date for low-cost spay/neuter certificates, even with an increase in requests over last year.

We continue to see an increase in the number of animals that are brought in from the county. We attribute this to increased public awareness of our facility and services; expanded hours of operation; and our strong relationship with the Gunnison County Sheriff's Office, who are charged with enforcement of County control and licensing rules and regulations. GVAWL is always available, 24/7, to respond to after hours requests for assistance from county personnel, if needed. We work regularly with deputies to make certain they are aware of how to access the shelter and provide initial care until GVAWL personnel can take over, including training deputies to use the microchip reader so animals brought in afterhours can be identified and returned to their owners sooner.

Every spring we provide our entire Colorado PACFA (Pet Animal Care Facilities Act) report to the County which includes details on every animal cared for by GVAWL, as follows:
Date In and Date Out Species (dog, cat, small mammal) Source (relinquishment, stray, impound, City or County) Disposition (adoption, etc) and Age.

Per our County lease agreement, GVAWL also annually provides the County BOCC a report specifically tracking County animals in our care, which includes the above information as well as all associated costs and any shelter or adoption fees collected.

4. Please attach the following documents to this application:

- a) Names and addresses of all Board members including designation of officers
- b) Budget detail for 2021 and 2022 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
- c) 2021 Funding Report

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format
Kelly Weak, Senior Accountant
KWeak@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance
Attn: Kelly Weak
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 24, 2021

2022 Charges for Services Application/Gunnison Valley Animal Welfare League/Exhibit A

Board Members' Names & Addresses:

- Kathy MacAllister, Board President 400 Tomichi Trail, Gunnison, CO
- Cheryl Dandel, Board Vice President 12 Willow Lane, Gunnison, CO
- Darrah Miller, Board Secretary 601 N. Pine St, Gunnison, CO 81230
- Paula Mann, Board Treasurer PO Box 1269, Gunnison, CO 81230
- Sue Uerling - Director 656 Fairway Lane, Gunnison, CO 81230
- Erica Bendixen 460 Lost River Lane Gunnison, CO 81230
- Erik Iverson 1201 W. Ohio St. Gunnison, CO 81230

Gunnison Valley Animal Welfare League

	2021 Budget
Revenues	
Contributions (donation boxes, Individual donations)	30,000
Corporate Donations	3,000
Fundraising Events	15,000
Grants (Municipal and Private)	27,000
Shelter Earned Income (Adoption and Impound Fees)	15,000
Total Revenues	90,000
Expenses	
Professional Fees (Bookkeeping and Website)	5,000
Advertising	1,000
Office Supplies	2,900
Volunteer Appreciation	800
Shelter Supplies	3,000
Dues and Subscriptions	750
Continuing Education	600
Insurance	5,800
Licenses and Fees	600
Property Expense, repairs and maintenance	5,000
Utilities	7,300
Fundraising Expenses	4,200
Operating Expenses	36,950
Payroll Expenses	43,000
Payroll Reserve	-
Program Expenses	
Rescue Center	
Silver Whiskers	500
Fostering Expenses	750
Veterinary Care	13,000
Food/Supplies	1,500
Sterilization	7,000
Euthanasia	650
Vaccinations/Prescriptions	1,400
Total Rescue Center	24,800
Spay/Neuter Assistance	7,000
Feral / TNR	2,000
Total Expenses	113,750
Total Income/(Deficit)	(23,750)

Gunnison Valley Animal Welfare League

	2022 Budget
Revenues	
Contributions (donation boxes, Individual donations)	30,000
Corporate Donations	3,000
Fundraising Events	15,000
Grants (Municipal and Private)	27,000
Shelter Earned Income (Adoption and Impound Fees)	15,000
Total Revenues	90,000
Expenses	
Professional Fees (Bookkeeping and Website)	5,000
Advertising	1,000
Office Supplies	1,900
Volunteer Appreciation	800
Shelter Supplies	2,500
Dues and Subscriptions	750
Continuing Education	900
Insurance	5,800
Licenses and Fees	600
Property Expense, repairs and maintenance	5,000
Utilities	7,300
Fundraising Expenses	4,000
Operating Expenses	35,550
Payroll Expenses	43,000
Payroll Reserve	-
Program Expenses	
Rescue Center	
Silver Whiskers	500
Fostering Expenses	750
Veterinary Care	8,000
Food/Supplies	1,500
Sterilization	7,000
Euthanasia	650
Vaccinations/Prescriptions	1,400
Total Rescue Center	19,800
Spay/Neuter Assistance	7,000
Feral / TNR	2,000
Total Expenses	107,350
Total Income/(Deficit)	(17,350)



Funding Recipient Project Report Calendar Year 2021

Name of Funding Recipient: Gunnison Valley Animal Welfare League

Dollar Value of County Funds Awarded: \$11,000.00

Funding Recipient's Total 2021 Annual Budget: \$113,750

Other Funding Sources (please list source names and amounts received): Through Aug, 2021 -

Wags and Menace - \$2,000

Colorado Pet Overpopulation Fund (tax check-off) - \$4,000

City of Gunnison - \$3,000

Community Foundation of the Gunnison Valley - \$4,950

Animal Assistance Foundation - \$6,500

El Pomar - \$5,000

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 24%

How the County Funds Were Spent: We continue to provide shelter, food, vaccinations, sterilizations, and veterinary care for stray, abandoned and relinquished companion animals. The shelter is available to all law enforcement agencies 24/7 and we work closely with those agencies to provide all necessary care for stray, abandoned and/or impounded animals. Applications for GVAWL's Spay/Neuter Assistance program, which provides financial assistance for those struggling to afford this procedure, continue to increase in number. We work with Project Hope, the Gunnison Food Pantry and the Senior Care Facility to provide free pet supplies and veterinary care when possible. Our Silver Whiskers program specifically aids low or fixed income residents, matching them with pets more suited to their quiet lifestyles.

Number of Clients Assisted during the Funding Year: Approximately 350-400

Customer Results Achieved via the County Funds: The results of our endeavors encompass a variety of aspects. Our primary concern is caring for companion animals who do not have anyone else to care for them. We have a very high rate of successful adoptions as we work hard to determine each animal's health and care requirements. When a stray animal is brought to GVAWL, we take extraordinary measures to locate the owner before putting it up for adoption. Several times this summer unclaimed animals came to GVAWL injured or ill, requiring immediate veterinary intervention which we were able to provide. We also provide necessary vaccinations and spay/neuter procedures if needed.

How Your Customer Results Were Measured: All specific animal data is logged immediately upon intake, with those numbers reported annually to the County, the State of Colorado, and various shelter information sites. GVAWL is listed at saving90.org as having a successful placement for both cats and

dogs at 90%+. When defining our success as an animal shelter and a thriving county nonprofit we measure in terms of Quality over Quantity. While we can't necessarily control the number of animals coming to us, we work hard to provide every animal the best care and homing options available.

Submit this report to one of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061



**Funding Recipient Project Report
Calendar Year 2022**

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2022 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

How Your Customer Results Were Measured: _____

Submit this report to **one** of the following by January 31, 2023. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement to Provide County Financia

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: \$11,500

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO THE GUNNISON VALLEY HEALTH FOUNDATION

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County” or “County”) and Gunnison Valley Health Foundation, whose address is 711 N. Taylor Street, Gunnison, CO 81230 (herein “Recipient”).

RECITALS

WHEREAS, Recipient has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public’s interest to provide financial assistance to Recipient;

AGREEMENT

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

1. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. **STRATEGIC RESULT.**

Recipient agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how Recipient has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. **PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.**

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay Recipient fees not to exceed Eleven Thousand, Five Hundred and No/100 U. S. Dollars (\$11,500.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation as determined by the County in its sole discretion.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

Recipient agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Recipient shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Recipient will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Recipient during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Recipient's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Recipient. Recipient shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Recipient's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Recipient. Recipient shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient to the County under this Agreement. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

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

Recipient acknowledges and agrees that Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Recipient is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Recipient irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Recipient or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Recipient or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Recipient expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Recipient will provide the County reasonably prompt notice of the relevant claim. Recipient will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Recipient but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Recipient or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Recipient agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Recipient shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act

of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Recipient shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Recipient certifies that Recipient does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Recipient certifies that Recipient has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Recipient certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Recipient agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Recipient agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental

Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. **LEGAL AUTHORITY.** Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Recipient represents and warrants that he has been fully authorized by Recipient to execute the Agreement on behalf of Recipient and to validly and legally bind Recipient to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Recipient or the person signing the Agreement to enter into the Agreement.

e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Recipient shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the Recipient waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars (\$6,000).

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of this Agreement shall become the sole and exclusive property of the County, and the Recipient agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Recipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Recipient has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Recipient shall not employ any person having such known interests. The Recipient shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Recipient: Jennifer Birnie, Executive Director
Gunnison Valley Health Foundation
711 N. Taylor Street
Gunnison, Colorado 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form

by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Recipient and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient'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 Agreement.

22. RECORDS.

Recipient shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Recipient shall be subject to financial audit by federal, state or county auditors or their designees. Recipient authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Recipient. Recipient shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

RECIPIENT

By: _____
Gunnison Valley Health Foundation



COMMUNITY BASED ORGANIZATION 2022 CHARGES FOR SERVICE APPLICATION

Organization Name:	Gunnison Valley Health Foundation			
Address 1:	711 N. Taylor Street			
Address 2:				
City:	Gunnison	State:	Colorado	Zip Code: 81230
Telephone Number:	970-642-8400	Fax Number:		
Email Address:	jbirnie@gvh-colorado.org			
Contact Person(s):	Jennifer Birnie, Executive Director			

1. What is the amount of County funds requested? Please keep your request below \$12,000.

\$11,500

2. Provide specific information regarding what the County funds will be used for.

The state of mental health in our communities has declined significantly over the past few years and resources are scarce and unattainable. Gunnison Valley Health is taking an active role in providing the leadership necessary to address these challenges and is taking a purposeful approach toward a more integrated service model that promises to provide meaningful results. GVH requests support from Gunnison County for start-up costs associated with the new GVH Behavioral Health Department.

The new GVH Behavioral Health Department includes the following services:

- Three **mobile crisis clinicians** have been hired to provide 24/7 coverage for immediate response in Gunnison County. Response time in the City of Gunnison will be 15 minutes via telephone and 30 minutes on scene.
- Expansion of the **Peer Support Specialist Program** to include 4 peers that are available to provide services valley wide including at Western Colorado University. This program has been in place for over two years and peers are individuals with lived experience involving mental health and substance abuse challenges who offer immediate support and services 24/7 in the Emergency Room and the community.
- **Two clinicians** (one social worker and one counselor) have been hired to provide therapy sessions, evaluations and consultation to medical staff at various locations within the health system including the outpatient family medicine clinic.
- Recently, GVH was awarded the **Jail Based Services contract** by the Gunnison County Sheriff's Office and services will include 20 hours/week of therapist time with inmates for individual sessions, group counseling, medication management and evaluations as needed.
- **Medication Assisted Treatment (MAT) services** are provided one day/week through a new partnership with the Front Range Clinic. This is a specialty clinic designed to treat substance abuse disorder through alternatives treatments.
- **M1 hold evaluations** are currently conducted through contracts with Health One and the Center for Mental Health via telehealth from the Emergency Department.
- A new agreement with the Gunnison Watershed School District has been developed to provide **school based therapy services** at the elementary school in Gunnison and the high school in Crested Butte.

Overall, the behavioral health department will operate as one team to provide integrated care within all services provided through the health system while providing a seamless transition of care at point of entry.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

Overall goals of new Behavioral Health Department:

1. Implementing an integrated care model that is focused on the physical and mental health of all patients
2. Increasing accessibility to behavioral health services at all entry points of our health system
3. Assessment of behavioral health needs and social determinants of health for all patients and providing information regarding immediate resources

Measurements of Success:

1. 25% reduction in emergency room admissions for patients needing help with an immediate mental health crisis.
 - a. Target: 84 patients/year diverted from the Emergency Room and served in the community.
2. Patients will be seen by a mental health professional within 48 hours of discharge from a Gunnison Valley Health services.
 - a. Target: 100 patients/year seen by therapist with 48 hours of discharge.
3. Integration of a Licensed Professional Counselor (LPC) position into the outpatient Family Medicine clinic.
 - a. Target: New LPC will maintain caseload of 70 new patients/year and provide consultation with physicians for a minimum of 200 patients/year experiencing co-occurring behavioral health issues
4. Transport of patients from the Emergency Room within one hour of being admitted to a psychiatric or substance abuse facility outside of Gunnison County.
 - a. Target: 40 patients will receive transportation services from GVH

Through a new and innovative staffing plan specifically for managing behavioral and mental health cases and coordinating integrated care, the new GVH Behavioral Health Department will provide immediate relief to our community's overburdened mental and behavioral health system and fill a critical gap in Gunnison Valley Health's ability to offer these services.

4. Please attach the following two documents to this application:

- a) Names and addresses of all Board members including designation of officers
- b) Budget detail for 2020 and 2021 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
- c) 2020 Funding Report

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format
Kelly Weak, Accountant
kweak@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance
Attn: Kelly Weak
200 E. Virginia Ave.
Gunnison, CO 81230

Submittal Deadline:

September 24, 2020

	<u><u>2021 Budget</u></u>
Ordinary Income/Expense	
Income	
43475 · Medical Student Program Refund	0.00
44600 · Scholarship Fund	5,000.00
43300 · Direct Public Grants	
43310 · Corporate and Business Grants	30,000.00
43340 · Nonprofit Organization Grants	70,000.00
Total 43300 · Direct Public Grants	<u>100,000.00</u>
43400 · Direct Public Support	
43455 · High Peaks Contribution	12,000.00
43450 · Individ, Business Contributions	100,000.00
43455 · Restricted EMS Donations	750,000.00
43465 · Champions for Healthcare	10,000.00
43460 · Legacies and Bequests	3,000.00
Total 43400 · Direct Public Support	<u>875,000.00</u>
44500 · Government Grants	
44540 · State Grants	0.00
44500 · Government Grants - Other	0.00
Total 44500 · Government Grants	<u>0.00</u>
45000 · Investments	
45060 · Gain/Loss Investment	0.00
45040 · Interest Income	0.00
45020 · Dividends	25,000.00
45050 · Other Investment Revenue	2,000.00
Total 45000 · Investments	<u>27,000.00</u>
47200 · Program Income	
49000 · Special Events Income	
49010 · Special Events Contributions	70,000.00
Total 49000 · Special Events Income	<u>70,000.00</u>
Total Income	<u><u>1,077,000.00</u></u>
Gross Profit	1,077,000.00
Expense	
63000 · Scholarship Fund Expense	10,000.00
62700 · Public Grants	65,000.00
65330 · Meals/Entertainment	500.00
62145 · Merrill Lynch Advisory Fees	23,000.00
67000 · Integrative Therapies Donations	500.00
62100 · Contract Services	
62160 · Grant Writing Services	5,000.00
62150 · Outside Contract Services	132,207.00
62100 · Contract Services - Other	0.00
Total 62100 · Contract Services	<u>137,207.00</u>
62800 · Facilities and Equipment	
62890 · Rent, Parking, Utilities	0.00
Total 62800 · Facilities and Equipment	<u>0.00</u>

64000 · Fundraising Expenses	
64500 · Auction	200.00
64100 · Capital Project Fundraising	10,000.00
64200 · General Fundraising	10,000.00
64300 · Publicity Events	10,000.00
Total 64000 · Fundraising Expenses	30,200.00
65000 · Operations	
65125 · Dues and Subscriptions	100.00
65110 · Advertising Expenses	0.00
65140 · Banking fees	100.00
65010 · Education	300.00
65120 · Credit Card Fees	10,000.00
65020 · Postage, Mailing Service	500.00
65030 · Printing and Copying	500.00
65040 · Supplies	100.00
65050 · Telephone, Telecommunications	0.00
65300 · Travel and Meetings	
65310 · Conference, Convention, Me	0.00
65300 · Travel and Meetings - Other	0.00
Total 65300 · Travel and Meetings	0.00
Total 65000 · Operations	11,600.00
65100 · Other Types of Expenses	
65159 · High Peaks Employee Club	10,000.00
65171 · Community Outreach	20,000.00
65150 · Contributions to GVH	110,000.00
65160 · Nursing Scholarships	10,000.00
65155 · Contributions to SCC	
65156 · Contr. to Hospice & PC	30,000.00
Total 65155 · Contributions to SCC	30,000.00
65180 · GVH Employee Recognition	1,000.00
Total 65100 · Other Types of Expenses	181,000.00
Total Expense	459,007.00
Net Ordinary Income	617,993.00

Gunnison Valley Health

~~2021~~ Behavioral Health Department Budget

2022 DRAFT

<u>Income</u>	<u>Amount</u>
Grants	200,000
GVH Foundation Support	50,000
Rocky Mountain mobile crisis contract	261,000
JBBS contract	112,000
Western contract	113,096.83
Front Range Clinic cotract--Substance abuse Peer	21,000.00
Gunnison Watershed School District	150,000.00
Billing Income	575,406
TOTAL	1,482,503

<u>Expense</u>	<u>Amount</u>
1.0 FTE Director of Behavioral Health	129,300.00
4.0 FTE Peer Support Specialists	127,077.00
2.0 FTE Outpatient Clinicians	174,557.00
3.0 FTE Mobile Crisis Clinicians	259,893.00
1.0 FTE Admin/Care Coordinator	42,240.00
1.0 FTE Psyc MH Nurse Practitioner	180,600.00
2.0 FTE School Based Clinician	140,000.00
3.81 FTE Western Clinicians	102,900.59
2.0 FTE Crested Butte Clinicians	164,000.00
Dues and Memberships	7,000.00
Marketing/Community Outreach	10,000.00
Contract Services	5,000.00
Supplies	3,000.00
Education	7,500.00
Transportation-contracted service	10,000.00
Mileage/travel	5,000.00
Minor equipment	18,000.00
TOTAL	1,386,067.59

Take out one for ED budget?

Contract with School district

NEW FTE--Starting July 1, 2022. Contract pending

NEW FTE--Starting July 1, 2022

Mobile crisis clinicians for calls

Western, school and CB positions

Foundation Board of Directors 2021

Name	Address	email	phone	Classification	Committee
Marla Covey	PO Box 93, Crested Butte, CO 81224	mandrincb@mac.com	970-209-9139	Community Board Member	Events
Cathy Steinberger	PO Box 544, Crested Butte, CO 81224	cathyonelk@gmail.com	970-275-6257	Community Board Member	Events
Lucy Zavala	PO Box 1356, Crested Butte, CO 81224	lyzavala@msn.com	970-275-2916	Community Board Member	Events/board develop
Dr. John Tarr, President	1084 Seneca Dr. Gunnison, CO 81230	gucbiker@gmail.com	970-641-4092	Community Board Member	Board Development
Shelley Jansen, Vice President	374 Monte Vista Dr. Gunnison CO 81230	sjansen@western.edu	970-943-2101	Community Board Member	Events
Alisa Corey, Treasurer	805 W. Tomichi suite C, Gunnison, CO 81230	alisac@mtnwst.com	720-934-5827	Community Board Member	Finance
Martina Walton, Secretary	PO Box 2483, Crested Butte, CO 81224	martinaw208@gmail.co	406-579-5721	Community Board Member	Finance/board develop
Carol Spector	157 Spring Meadows Trail, Gunnison, CO 81230	cspector@unm.edu	505-247-3025	Community Board Member	Finance
Sarah Otero	PO Box 3387, Crested Butte, CO 81224	Sarah.h.otero@gmail.com	970-596-4347	Community Board Member	Board Development
Laura Calvin	18 Birdie Way, Crested Butte, CO 81224	laura.a.calvin@gmail.com	979-229-9235	Community Board Member	Events
Carol May	12 Garland Drive Crested Butte, CO 81224	camenterp16@gmail.com	239-250-3237	Community Board Member	Development
Steve Ogden	321 North Main Street Gunnison, CO 81230	Steve.Ogden@edwardjones.com	970-641-9530	Community Board Member	Development
Megan Mensing	530 Apache Rd, Gunnison, CO 81230	mmensing@gvh-colorado.org	719-406-2072	Hospital Board Member	Events
Rob Santilli, GVH CEO	711 N. Taylor St. Gunnison, CO 81230	rsantilli@gvh-colorado.org	970-641-7231	Hospital Board Member	
Mark VanderVeer, GVH CFO	711 N. Taylor St. Gunnison, CO 81230	mvanderveer@gvh-colorado.org	970-642-4760	Hospital Board Member	Finance

Foundation Staff

Tammy Scott	711 N. Taylor St. Gunnison, CO 81230	tscott@gvh-colorado.org	970-901-8497	Foundation Coordinator	All
Jennifer Birnie	711 N. Taylor St. Gunnison, CO 81230	jbirnie@gvh-colorado.org	970-901-0479	Executive Director	All



Funding Recipient Project Report Calendar Year 2021

Name of Funding Recipient: Gunnison Valley Health Foundation

Dollar Value of County Funds Awarded: \$11,000

Funding Recipient's Total 2021 Annual Budget: \$832,601

Other Funding Sources (please list source names and amounts received): General grant support \$250,000, Town of Crested Butte \$10,000, Town of Mt. Crested Butte \$10,000, City of Gunnison \$10,000, Community Foundation of the Gunnison Valley \$80,000, Contracts for jail based and mobile crisis services \$368,000. Insurance billing income \$70,000

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 96%

How the County Funds Were Spent: Gunnison County funds were spent on the start-up costs associated with the new GVH Behavioral Health Department and support of the new mobile crisis team.

The new GVH Behavioral Health Department includes the following services:

- Three **mobile crisis clinicians** have been hired to provide 24/7 coverage for immediate response in Gunnison County. Response time in the City of Gunnison will be 15 minutes via telephone and 30 minutes on scene.
- Expansion of the **Peer Support Specialist Program** to include 4 peers that are available to provide services valley wide including at Western Colorado University. This program has been in place for over two years and peers are individuals with lived experience involving mental health and substance abuse challenges who offer immediate support and services 24/7 in the Emergency Room and the community.
- **Two clinicians** (one social worker and one counselor) have been hired to provide therapy sessions, evaluations and consultation to medical staff at various locations within the health system including the outpatient family medicine clinic.
- Recently, GVH was awarded the **Jail Based Services contract** by the Gunnison County Sheriff's Office and services will include 20 hours/week of therapist time with inmates for individual sessions, group counseling, medication management and evaluations as needed.
- **Medication Assisted Treatment (MAT) services** are provided one day/week through a new partnership with the Front Range Clinic. This is a specialty clinic designed to treat substance abuse disorder through alternatives treatments.
- **M1 hold evaluations** are currently conducted through contracts with Health One and the Center for Mental Health via telehealth from the Emergency Department.
- A new agreement with the Gunnison Watershed School District has been developed to provide **school based therapy services** at the elementary school in Gunnison and the high school in Crested Butte

Number of Clients Assisted during the Funding Year: The new Behavioral Health Department and mobile crisis team launched on July 1, 2021. To date, we have served 310 clients through our various services

Customer Results Achieved via the County Funds:

Goal: Integration of Behavioral Health services throughout the entire health system

Objective One: Implement an integrated care model that is focused on physical and behavioral health needs

Objective Two: Increase accessibility to behavioral health services at all entry points of the health system

Objective Three: Assessment/Screening of behavioral health needs and social determinants of health and providing immediate resources to all patients

Objective Four: Build solid foundation of success for new Behavioral Health Department in 2021

How Your Customer Results Were Measured:

2021 Deliverables (status as of September 30, 2021):

- 25% reduction in ED admissions for patients needing help with immediate mental health crisis
- ED/crisis patients being seen by a mental health professional within 48 hours of discharge
- Integration of licensed clinician into the Family Medicine Clinic
- Transport of patients from the Emergency Department within 1 hour of being admitted to a psychiatric facility outside of Gunnison County
- MAT (Medication-Assisted Treatment) Program with Front Range Clinic in place April 1, 2021
- All key positions hired by September 1, 2021
- Mobile crisis team up and running and Rocky Mountain Health Plans contract in place on July 1, 2021
- Billing, credentialing and joint accreditation processes completed by December 31, 2021.

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

Gunnison County Mobile Crisis Team

On July 1, 2021, mobile crisis services were initiated by the GVH Behavioral Health Department for Gunnison and Hinsdale counties. These services were made possible with support and collaboration with all local law enforcement agencies and financial support from all municipalities and a contract with Rocky Mountain Health Plans. The launch of the program has been incredibly successful and positive community impacts were witnessed immediately. Three masters level clinicians provide 24/7 coverage with an average response time in Gunnison of 6 minutes and a response time of 30 minutes to Crested Butte (state requirement is 2 hours).

Initial feedback on the performance of the mobile crisis team has been very favorable. Law enforcement appreciates the immediate support from a mental health provider under a co responder model that allows the officer to be released to their regular duties; leaving community members in capable hands for the mental health care. Community members in crisis have noted feeling more comfortable being evaluated in the least restrictive environment possible (usually at home) and not being admitted to the Emergency Room in order to receive help.

Most community members receiving mobile crisis services are released to a trusted friend/relative with a safety plan and follow up for behavioral health services. We are finding that the stigma of accessing mental health services and asking for help is a reality in our community and it is extremely difficult to navigate the various systems to access services in a timely matter. This is compounded by the overwhelming stressors of financial challenges, housing and food insecurity and employment difficulties plaguing our community.

Success of the mobile crisis team is measured through the following performance indicators: reduction of emergency room visits for behavioral health patients, response time of the team under one hour from time of deployment and provision of outpatient behavioral health services within 48 hours of encounter with the team.

Mobile crisis statistics (July-September 2021):

July—18 calls
August –16 calls
September 20 calls

51% males served
49% females served

Average age: 18-30 years old

Disposition:

Safety Plan with discharge/mental health appointment: 89%
Emergency Room admission: 7%
Admission to psychiatric facility: 2%
Admission to detox: 2%

Types of referrals:

Suicidal Ideation: 55%

Substance Abuse: 31%

Mental Health/Psychiatric issues: 8%

Domestic abuse/assault: 6%

Location of referrals:

Gunnison: 74%

Crested Butte: 17%

Lake City: 7%

Marble: 2%

No matter what
you're going through...

**YOU
ARE
NOT
ALONE**



GUNNISON VALLEY HEALTH
BEHAVIORAL HEALTH

MOBILE CRISIS SERVICES

NOW AVAILABLE IN GUNNISON & HINSDALE COUNTIES.

Gunnison Valley Health has trained clinicians available 24/7 to help and support individuals in Gunnison & Hinsdale Counties experiencing a mental health crisis.

We're partnering with Colorado Crisis Services who will be the initial point of contact for individuals requesting mobile crisis services. Their trained professionals will assess the situation and contact the right people to respond to the situation.

WHAT TO DO IN A CRISIS?

Call the Colorado Crisis Services Hotline at 844-493-TALK (8255) or text TALK to 38255.

Their trained professionals provide free, immediate and confidential help 24/7/365.

No matter your issue or circumstance, this service is always here for you.

A collaborative effort with state and local agencies in Gunnison & Hinsdale Counties.



**COLORADO
CRISIS SERVICES**

844-493-TALK (8255)

OR TEXT TALK TO 38255



YOU ARE
NOT ALONE
**WE'RE
HERE TO
SUPPORT
YOU**



GUNNISON VALLEY HEALTH
BEHAVIORAL HEALTH

BEHAVIORAL HEALTH

PROGRAMS & SERVICES
TO SUPPORT OUR COMMUNITY

Gunnison Valley Health Behavioral Health provides both clinical and supportive services designed to address a broad spectrum of needs in our community.

We're here to help, support and connect you to the right resources for your situation.

WWW.GUNNISONVALLEYHEALTH.ORG

Do you need to talk? We're here to listen.



If you or someone you know wants to talk about any mental health concern, **we are here to support you.**

We offer a range of clinical and supportive services to help you and our community including:

SUPPORT PROGRAMS

Our care team includes clinicians and peer support specialists who work with you to create a care plan personalized to your needs.

We provide:

- Individual and Family Therapy
- Peer Support Specialist Services
- Addiction Services

JAIL-BASED SERVICES

We are contracted with Gunnison County to provide jail-based behavioral health services to incarcerated individuals.

MOBILE CRISIS SERVICES

We are partnering with Colorado Crisis Services who are the initial point of contact for individuals requesting mobile crisis services.

Our trained mobile crisis clinicians are available 24/7 to help and support individuals in Gunnison and Hinsdale Counties experiencing a mental health crisis.

**Call the Colorado Crisis Services
Hotline at 1-844-493-TALK (8255)
or text TALK to 38255.**



TO LEARN MORE OR TO GET STARTED:

Gunnison Valley Health Behavioral Health
Call: 970-648-7128

Email: behavioralhealth@gvh-colorado.org
300 E. Denver Avenue, Gunnison, CO 81230

WWW.GUNNISONVALLEYHEALTH.ORG



Funding Recipient Project Report
Calendar Year 2022

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2022 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

How Your Customer Results Were Measured: _____

Submit this report to **one** of the following by January 31, 2023. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement to Provide County Financia

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: \$4,500

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO MOUNTAIN EXPRESS

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County” or “County”) and Mountain Express, whose address is 2N Eight Street, Crested Butte, CO 81224 Gunnison, CO 81230 (herein “Recipient”).

RECITALS

WHEREAS, Recipient has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public’s interest to provide financial assistance to Recipient;

AGREEMENT

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

1. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. **STRATEGIC RESULT.**

Recipient agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how Recipient has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. **PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.**

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay Recipient fees not to exceed Four Thousand, Five Hundred and No/100 U. S. Dollars (\$4,500.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation as determined by the County in its sole discretion.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

Recipient agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Recipient shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Recipient will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Recipient during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Recipient's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Recipient. Recipient shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Recipient's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Recipient. Recipient shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient to the County under this Agreement. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

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

Recipient acknowledges and agrees that Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Recipient is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Recipient irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Recipient or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Recipient or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Recipient expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Recipient will provide the County reasonably prompt notice of the relevant claim. Recipient will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Recipient but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Recipient or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Recipient agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Recipient shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act

of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Recipient shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Recipient certifies that Recipient does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Recipient certifies that Recipient has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Recipient certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Recipient agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Recipient agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental

Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. **LEGAL AUTHORITY.** Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Recipient represents and warrants that he has been fully authorized by Recipient to execute the Agreement on behalf of Recipient and to validly and legally bind Recipient to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Recipient or the person signing the Agreement to enter into the Agreement.

e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Recipient shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the Recipient waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars (\$6,000).

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of this Agreement shall become the sole and exclusive property of the County, and the Recipient agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Recipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Recipient has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Recipient shall not employ any person having such known interests. The Recipient shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Recipient:

Jeremy Herzog
Mountain Express
2N Eight Street
Crested Butte, Colorado 81224

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form

by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Recipient and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient'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 Agreement.

22. RECORDS.

Recipient shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Recipient shall be subject to financial audit by federal, state or county auditors or their designees. Recipient authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Recipient. Recipient shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

RECIPIENT

By: _____
Mountain Express



COMMUNITY BASED ORGANIZATION 2022 CHARGES FOR SERVICE APPLICATION

Organization Name:	Mountain Express				
Address 1:	2N Eight St				
Address 2:					
City:	Crested Butte	State:	CO	Zip Code:	81224
Telephone Number:	970-349-5616	Fax Number:			
Email Address:	jherzog@crestedbutte-co.gov				
Contact Person(s):	Jeremy Herzog				

1. What is the amount of County funds requested? Please keep your request below \$12,000.

 \$12,000

2. Provide specific information regarding what the County funds will be used for.

Mountain Express has become the contracting agent for the Late Night Taxi, operated by Alpine Express. This service provides coverage to Gunnison County residents, after both the RTA and MX have ceased service. It provides a "door to door" service to ensure safe passage for residents and visitors who are either working at, or enjoying the services of the 3 late night establishments open in Crested Butte after 10PM. The service also helps to provide coverage for late night events such as concerts, festivals, weddings, etc.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

I meet with Alpine Express monthly, where in they disclose a real time ridership report. The report is shared monthly with the Board of Directors of Mountain Express. The report is also shared monthly with the Executive Director of the RTA.

4. Please attach the following documents to this application:

- a) Names and addresses of all Board members including designation of officers
- b) Budget detail for 2021 and 2022 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
- c) 2021 Funding Report

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format
Kelly Weak, Senior Accountant
KWeak@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance
Attn: Kelly Weak
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 24, 2021

August 25, 2021

Re: Late Night Taxi Service – North Gunnison Valley

To Whom it may concern:

Beginning 2021, the administrative duties associated with running the late-night taxi service will be taken over by Mountain Express. Prior to this time, the Crested Butte / Mt Crested Butte Bartenders Association administered this service. The actual taxi service is provided by a third party, CoWest Transportation.

Representatives from the Town of Crested Butte, Town of Mt Crested Butte, Crested Butte South POA determined it was more appropriate for Mountain Express to administer the service, utilizing CoWest Transportation as serviced provider. The associated Councils / Boards for these entities have all confirmed support for, financial and otherwise, this transportation service.

Various local entities provide subsidies to ensure the service is cost effective for riders and so that CoWest may recover their associated operating costs.

Confirmed subsidies, sent to and through Mountain Express, to CoWest are:

- Town of Crested Butte \$14,000
- Town of Mountain Crested Butte \$14,000
- Crested Butte South POA \$2,000
- Mountain Express \$5,000

Please feel free to contact me should you have any questions.

Rob Zillioux

Director of Finance, HR and IT

Town of Crested Butte

970-349-5338



proposal date: 5/27/2021

CB LATE NIGHT TAXI PROPOSAL

CoWest Transportation/Alpine Express agrees to provide ground transportation under the following conditions:

GROUP NAME: Crested Butte Late Night Taxi Service for 2021/2022

AYS OF OPERATION: 304 LOCATION(S): Crested Butte, CB South, Mt CB Area
 YEAR: 2021-2022 Total Passenger Count: Varies

RESPONSIBLE AGENCY: Mountain Express
 CONTACT: Jeremy Herzog, Managing Director
 Phone: 773-339-0796 Email: jherzog@crestedbutte-co.gov

Hours of Operations:	10:00 pm - 3:00 am
Days of Operation:	304 40 weeks a year, 7 days a week + 8 weeks a year, 3 days a week (T,F,S)
Weeks of Non-Operation:	3 & 4th weeks in April, 1 & 2nd weeks in November
Service Hours:	1520
Total Cost to Operate:	\$88,267.07 Includes Labor, Fuel, Safety & Maintenance and daily cleaning fee
AGREEMENT TOTAL: \$88,267.07	
SUBSIDY AGREEMENT TOTAL ~ INITIAL PAYMENT DUE AT SIGNING: \$36,000.00	
DOOR-TO-DOOR FARE GUARANTEE: \$52,267.07	

- Alpine Express will provide a on-demand car service between Crested Butte and local areas as an effort to provide a safe, reliable and affordable transportation option.
- Service operation began on May 1, 2021. Service operation from May 1, 2021 thru July 31, 2021 door-to-door fare charged was \$5.00/passenger based on prior year agreement.
- Effective August 1, 2021 Mountain Express will market the new passenger fare of \$10.00/passenger for the remainder of this agreement. Service will be door-to-door - \$10.00/passenger
- Mountain Express will be responsible for Marketing the Late Night Taxi \$10.00 new passenger fare
- Mountain Express will be responsible for providing to the public, an e-mail address and/or a means to be reached for inbound customer service issues, concerns, comments and/or problems associated with the CB Late Night Taxi.
- Alpine Express will offer and provide a formalized digital payment option (via credit cards) for collecting digital payments directly into a Co West owned bank account for consistent fare collection
- Alpine Express will provide passenger count data monthly.
- Additional service hours (additional cars) during high volume times can be requested at the rate of \$290.00 fare guarantee.
- Alpine Express cannot guarantee the use of specific vehicles for your reservation and has the right to substitute vehicles at its discretion. We will always make the best effort to provide requested vehicles but situations with regards to weather, driver qualification, and maintenance do arise that prevent us from having certain vehicles available.
- Contract and base fair guarantee value to be negotiated yearly.
- Subsidy agreement total is non- refundable at time of payment
- In the event that the Door-To-Door Fare Guarantee balance of this Agreement is not being met by monthly ridership with the \$10.00 passenger fare, written termination notice of this Agreement can be due by either party providing a ninety (90) day Termination Date to stop operation of this proposal and service due to lack of ridership and the door-to-door fare guarantee.
- If the DOOR-TO-DOOR fare guarantee is NOT met by the end of the contract, Mountain Express will be responsible for the balance due of the Total Agreement.

I acknowledge I have read and accept the terms of the above ground transportation agreement

Jose Luis Trujillo
 Telluride/Alpine Express
9/3/2021
 Date

[Signature]
 Authorized Purchaser Representative
8/23/21
 Date

Mountain Express ~~2019~~ Draft Budget December
2021

	2020	2020	2021	
	Budget	Projection	Draft Budget	<u>Explanation</u>
INCOME				
Operating Grant	\$ 284,400	\$ 284,410	\$ 300,800	CDOT numbers, communicated to us on 10.28.20
Cares Act Funding	\$ 268,000	\$ 268,023	\$ 203,000	Additional award expected in 2021
Interest income	\$ 600	\$ 743	\$ 800	
Advertising	\$ 12,600	\$ 5,200	\$ 13,200	Contract terms
Service revenue	\$ 16,500	\$ 12,315	\$ 16,700	CB South. New calculation for 2021. Gothic not accounted for.
Senior Van Service	\$ 35,000	\$ 23,349	\$ 25,000	Based on 2020 projections
Other	\$ 1,000	\$ -	\$ -	Based on 2020 projections
Admissions tax-Mt CB	\$ 214,200	\$ 240,866	\$ 214,200	Mt CB 2020 budget number
Mt CB sales tax	\$ 494,500	\$ 411,331	\$ 425,000	Mt CB 2020 budget number
CB sales tax	<u>\$ 834,200</u>	<u>\$ 855,797</u>	\$ 796,000	CB 2020 budget number
TOTAL REVENUE	\$ 2,161,000	\$ 2,102,034	\$ 1,994,700	
EXPENSES				
LABOR & BENEFITS				
Permanent salaries	\$ 285,300	\$ 297,948	\$ 286,000	Raises as per calculation tab
Seasonal hourly	\$ 637,300	\$ 605,077	\$ 704,500	Increased hours, small raises, structural changes
Overtime	\$ 5,000	\$ 13,632	\$ 15,000	Based on 2020 actuals and continued need
Late night/Holiday	\$ 7,200	\$ 8,095	\$ 13,000	Proposed additional holidays
Sick leave	\$ 4,500	\$ 21,324	\$ 5,000	Slight bump because of increased wages
FICA	\$ 77,000	\$ 78,869	\$ 85,000	salary projections x 0.0765%, see page 2

Mountain Express ~~2019~~ Draft Budget December

Health insurance	\$ 263,000	\$ 265,981	\$ 264,000	see Health Ins tab
Retirement	\$ 50,200	\$ 49,019	\$ 50,000	See sheet 1
Late night taxi	\$ 6,000	\$ 6,000	\$ -	No support intended for 2021, awaiting credit for 2020
Medical exams	\$ 4,200	\$ 4,200	\$ 4,800	30 exams @ \$160 per (4 more)
Drug/alcohol screens	\$ 3,800	\$ 3,800	\$ 4,200	42 test @ \$100 per (4 more)
Uniforms	\$ 4,600	\$ 4,600	\$ 6,000	More public presence for amb/sup role, stock running low Change to bonus structure for MD
Bonus	\$ 30,000	\$ 32,900	\$ 40,000	
Other Benefits	\$ 3,500	\$ -	\$ 3,500	
Total	\$ 1,381,600	\$ 1,391,445	\$ 1,481,000	
RENT & UTILITIES				
Rent	\$ 4,200	\$ 3,859	\$ 4,100	3% increase as per contract 2020 projection + 7% rate
Utilities	\$ 21,300	\$ 16,476	\$ 17,600	increase + No WIP Costs 2020 projection plus 5%
Telephone	\$ 7,000	\$ 6,472	\$ 6,800	increase 2020 projection plus 5%
Trash	\$ 1,500	\$ 1,394	\$ 1,500	increase Optional projects, only use if revenue projections look solid
Building repairs	\$ 4,000	\$ 545	\$ 3,200	mid way through the year
HOA Dues	\$ 5,000	\$ -	\$ -	No response from landlord 2020 projection plus 5%
Snow removal	\$ 4,000	\$ 4,000	\$ 4,200	increase
Total	\$ 47,000	\$ 32,746	\$ 37,400	

Mountain Express ~~2019~~ Draft Budget December

ADMINISTRATIVE

Administrative service	\$ 48,700	\$ 46,085	\$ 57,300	See calculations. Increased hours for admin assistant, raise consistent with other staff 2020 projection plus 5%
Audit	\$ 4,200	\$ 4,150	\$ 4,300	increase
Legal services	\$ 1,000	\$ 1,417	\$ 1,500	2020 actuals
Consultants	\$ 25,000	\$ 25,000	\$ 25,000	Researching 2020, Grant consultant only a \$12,500 contract
Travel	\$ 2,000	\$ 765	\$ 1,000	Reduced for 2021
Office expense	\$ 7,000	\$ 9,060	\$ 7,000	Kept as same
Office cleaning	\$ -	\$ -	\$ 5,200	Added as new
Membership	\$ 6,000	\$ 5,979	\$ 6,000	Kept as same
Education/Seminars	\$ 2,000	\$ 65	\$ 2,000	Kept as same
Donations	\$ 1,000	\$ 1,000	\$ 1,000	CBCC
Total	\$ 96,900	\$ 93,521	\$ 110,300	

INSURANCE

Vehicle Insurance	\$ 31,000	\$ 31,096	\$ 26,700	2020 quote
Workers comp	\$ 33,000	\$ 33,000	\$ 35,300	Have not received quote yet +7% perm, hourly, OT, late night, sick leave & admin x 0.0027
Unemployment	\$ 2,800	\$ 2,635	\$ 3,000	
Total	\$ 66,800	\$ 66,731	\$ 65,000	

VEHICLE EXPENSE

Repair & maintenance	\$ 90,000	\$ 70,749	\$ 75,000	
Shop supplies	\$ 14,000	\$ 10,285	\$ 12,000	
Fuel	\$ 133,000	\$ 96,829	\$ 119,688	Added more winter miles, current fuel price
Oil & fluids	\$ 19,000	\$ 10,833	\$ 12,000	

Mountain Express ~~2019~~ Draft Budget December

Tires	\$ 34,000	\$ 24,811	\$ 30,000
Operations	\$ 8,000	\$ 4,119	\$ 5,000
Tools	\$ 700	\$ 2,000	\$ 500
Signs	\$ 1,700	\$ 211	\$ 250
Other	\$ 300	\$ -	\$ -
Total	\$ 300,700	\$ 219,837	\$ 254,438
TOTAL OPERATING EXP	\$ 1,893,000	\$ 1,804,280	\$ 1,948,138
NET INCOME BEFORE CAP EXP	\$ 268,000	\$ 297,754	\$ 46,562
Capital Income			
Capital Revenue Sales	\$ -		\$ -
2018 FASTER Grant Big bus	\$ -	\$ -	\$ -
Federal Grant Revenue	\$ 48,000	\$ 48,000	\$ -
Planning Grants (Transport Plan, Electric Vehicle Fleet)			\$ 80,000
2020 CCCP Grant	\$ -	\$ -	\$ 160,000
Total Net Income	\$ 48,000	\$ 48,000	\$ 240,000
Capital Expenditures			
Land Purchase	\$ 300,000	\$ 300,797	
WIP Lot Prep Work	\$ 35,000	\$ 7,737	\$ -
Faster Planning grant	\$ 60,000	\$ 70,199	\$ -
COVID Expenditures	\$ 40,000	\$ 41,262	
Bus painting			\$ 5,000
Bus purchase	\$ -	\$ -	\$ 197,441

Mountain Express ~~2019~~ Draft Budget December

Professional Services (Transport Plan, Electrical Vehicle Fleet)			\$ 100,000
Total Capital Expenditures	<u>\$ 435,000</u>	<u>\$ 419,995</u>	<u>\$ 302,441</u>
Net Capital Activity	<u>\$ (387,000)</u>	<u>\$ (371,995)</u>	<u>\$ (62,441)</u>
NET INCOME AFTER CAP EXP	<u>\$ (119,000)</u>	<u>\$ (74,241)</u>	<u>\$ (15,879)</u>

Mountain Express ~~2019~~ Draft Budget December
2022

	<u>2021 Budget</u>	<u>2021 Projected Actuals</u>	<u>2022</u>	<u>Comments</u>
INCOME				
Operating Grant	\$ 300,800	\$ 300,800	\$ 314,000	15% of 2021 operating expenses
Cares Act Funding	\$ -			
CRRSAA Act Funding	\$ 900,000	\$ 991,000	\$ 127,800	Distribution of 1.18M award
Interest income	\$ 800	\$ 5,000	\$ 6,000	***Need to devise better investment strategy***
Advertising	\$ 13,200	\$ 13,200	\$ 13,600	
Service revenue	\$ 16,700	\$ 12,000	\$ 18,000	No CBS service. 2022 portion of late night taxi
Senior Van Service	\$ 25,000	\$ 37,000	\$ 39,000	5% growth
Other	\$ -			
Admissions tax-Mt CB	\$ 218,075	\$ 305,000	\$ 314,000	Karl projection
Mt CB sales tax	\$ 432,420	\$ 480,000	\$ 558,000	Karl projection
CB sales tax	\$ 809,268	\$ 918,000	\$ 1,033,500	actuals through June, plus 7% growth
TOTAL REVENUE	\$ 2,716,263	\$ 3,062,000	\$ 2,423,900	
EXPENSES				
LABOR & BENEFITS				
Permanent salaries	\$ 286,000	\$ 286,000	\$ 342,000	phase I of new staff, 5% raise Return to mostly 2019 service levels. Phase 1 = \$18 -> \$19.5 base pay, \$1.5 raise across the board.
Seasonal hourly	\$ 704,500	\$ 770,580	\$ 790,000	Supervisors \$1.5 bump. Add Snodgrass service
Overtime	\$ 32,000	\$ 30,000	\$ 34,500	8% wage bump
Late night/Holiday	\$ 13,000	\$ 27,000	\$ 30,000	8% wage bump
Sick leave	\$ 5,000	\$ 10,000	\$ 7,000	8% wage bump, less COVID19 impact
FICA	\$ 85,000	\$ 90,000	\$ 100,000	Detailed calculation summer health care benefit, 7% bump, less winter qualifiers
Health insurance	\$ 295,000	\$ 329,000	\$ 350,000	
Retirement	\$ 50,000	\$ 45,000	\$ 54,000	8% wage bump
Late night taxi	\$ -	\$ 6,000	\$ 21,600	
Medical exams	\$ 4,800	\$ 2,000	\$ 5,000	CPI
Drug/alcohol screens	\$ 4,200	\$ 3,000	\$ 4,400	CPI
Uniforms	\$ 6,000	\$ 11,000	\$ 6,200	CPI
Bonus	\$ 100,000	\$ 104,000	\$ 112,000	8% wage bump
Other Benefits	\$ 3,500	\$ -	\$ 3,600	CPI
Total	\$ 1,589,000	\$ 1,713,580	\$ 1,860,300	\$ -

Mountain Express ~~2019~~ Draft Budget December

RENT & UTILITIES (Change to Facilities)

Rent	\$ 4,100	\$ 4,100	\$ 4,200	CPI	
Utilities	\$ 17,600	\$ 15,500	\$ 16,000	CPI	
Telephone	\$ 6,800	\$ 6,500	\$ 7,000	CPI	
Trash	\$ 1,500	\$ 2,000	\$ 1,550	CPI	
Building repairs / maintenance	\$ 3,200	\$ 1,500	\$ 3,300	CPI	
HOA Dues	\$ -	\$ -	\$ -	CPI	
Snow removal	\$ 4,200	\$ -	\$ 4,300	CPI	
Total	\$ 37,400	\$ 29,600	\$ 38,500		\$ -

ADMINISTRATIVE

Administrative service	\$ 57,300	\$ 58,000	\$ 64,200	5% raises, raised annual fees	
Audit	\$ 4,300	\$ 7,700	\$ 8,000	Single audit again next year	
Legal services	\$ 1,500	\$ 1,500	\$ 1,600	CPI	
Consultants	\$ 25,000	\$ 13,000	\$ 20,000	Grant consultant	
Travel	\$ 1,000	\$ 4,000	\$ 5,000	More conferences again, employee gratitude meals	
Office expense	\$ 7,000	\$ 11,000	\$ 12,000	Higher ads continue	
Office cleaning	\$ 5,200	\$ -	\$ 5,500	CPI	
Membership	\$ 6,000	\$ 6,000	\$ 6,200	CPI	
Education/Seminars	\$ 2,000	\$ 3,000	\$ 4,000	More conferences again	
Donations	\$ 1,000	\$ 1,000	\$ 1,000	CPI	
Total	\$ 110,300	\$ 105,200	\$ 127,500		\$ -

INSURANCE

Vehicle Insurance	\$ 26,700	\$ 28,000	\$ 29,000	CPI	
Workers comp	\$ 35,300	\$ 35,000	\$ 36,500	CPI	
Unemployment	\$ 3,000	\$ 3,300	\$ 3,500	CPI	
Total	\$ 65,000	\$ 66,300	\$ 69,000		\$ -

VEHICLE EXPENSE

Repair & maintenance	\$ 112,000	\$ 106,000	\$ 115,000	CPI	
Shop supplies	\$ 12,000	\$ 6,000	\$ 12,400	CPI	
Fuel	\$ 119,688	\$ 147,000	\$ 160,000	CPI	
Oil & fluids	\$ 12,000	\$ 20,000	\$ 12,400	CPI	
Tires	\$ 30,000	\$ 35,000	\$ 31,000	CPI	

Mountain Express ~~2019~~ Draft Budget December

Operations	\$ 5,000	\$ 5,500	\$ 5,200	CPI
Tools	\$ 500	\$ 1,500	\$ 500	CPI
Signs	\$ 250	\$ 250	\$ 300	CPI
Other	\$ -	\$ -	\$ -	CPI

\$1.35 a mile through July 31st of 2021. Predicted mileage for 2022 would equate to \$280k, so this appears reasonable. Gas prices as driving factor in increase

Total	\$ 291,438	\$ 321,250	\$ 336,800
TOTAL OPERATING EXP	\$ 2,093,138	\$ 2,235,930	\$ 2,432,100
NET INCOME BEFORE CAP EXP	\$ 623,125	\$ 826,070	\$ (8,200)

Capital Income

CDOT grant			\$ 48,000	5 year transit plan
CDOT grant			\$ 440,000	A+D of Whetstone
CDOT grant	\$ 160,000	\$ 160,000	\$ 160,000	current bus purchase
Total Net Income	\$ 160,000	\$ 160,000	\$ 648,000	

Capital Expenditures

Service Improvement and Expansion			\$ 60,000	5 year transit plan
Whetstone Facility			\$ 550,000	A+D of Whetstone
Fleeting Conversion				
Continuous Improvement			\$ 20,000	New website, new internal systems
Current Diesel Bus Purchase	\$ 205,000	\$ 197,500	\$ 205,000	
Total Capital Expenditures	\$ 205,000	\$ 197,500	\$ 835,000	
Net Capital Activity	\$ (45,000)	\$ (37,500)	\$ (187,000)	

NET INCOME AFTER CAP EXP	\$ 578,125	\$ 788,570	\$ (195,200)
--------------------------	------------	------------	--------------

CASH MANAGEMENT

Mountain Express ~~2019~~ Draft Budget December

Current cash on hand	\$ 1,710,350		
Asset value as local match		\$	110,000
Year end cash projection	<u>\$ 2,288,475</u>	\$	2,203,275



Funding Recipient Project Report
Calendar Year 2022

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2022 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

How Your Customer Results Were Measured: _____

Submit this report to **one** of the following by January 31, 2023. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement to Provide County Financia

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: \$10,000

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO THE PROJECT HOPE OF GUNNISON VALLEY

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County” or “County”) and Project Hope of Gunnison Valley, whose address is PO BOX 1812, Gunnison, CO 81230 (herein “Recipient”).

RECITALS

WHEREAS, Recipient has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public’s interest to provide financial assistance to Recipient;

AGREEMENT

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

1. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. **STRATEGIC RESULT.**

Recipient agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how Recipient has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. **PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.**

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay Recipient fees not to exceed Ten Thousand and No/100 U. S. Dollars (\$10,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation as determined by the County in its sole discretion.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

Recipient agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Recipient shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Recipient will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Recipient during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Recipient's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Recipient. Recipient shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Recipient's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Recipient. Recipient shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient to the County under this Agreement. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

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

Recipient acknowledges and agrees that Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Recipient is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Recipient irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Recipient or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Recipient or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Recipient expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Recipient will provide the County reasonably prompt notice of the relevant claim. Recipient will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Recipient but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Recipient or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Recipient agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Recipient shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act

of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Recipient shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Recipient certifies that Recipient does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Recipient certifies that Recipient has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Recipient certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Recipient agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Recipient agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental

Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. **LEGAL AUTHORITY.** Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Recipient represents and warrants that he has been fully authorized by Recipient to execute the Agreement on behalf of Recipient and to validly and legally bind Recipient to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Recipient or the person signing the Agreement to enter into the Agreement.

e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Recipient shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the Recipient waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars (\$6,000).

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of this Agreement shall become the sole and exclusive property of the County, and the Recipient agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Recipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Recipient has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Recipient shall not employ any person having such known interests. The Recipient shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Recipient: Jessica Wurtz
Project Hope of Gunnison Valley
PO Box 1812
Gunnison, Colorado 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form

by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Recipient and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient'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 Agreement.

22. RECORDS.

Recipient shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Recipient shall be subject to financial audit by federal, state or county auditors or their designees. Recipient authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Recipient. Recipient shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

RECIPIENT

By: _____
Project Hope of Gunnison Valley



COMMUNITY BASED ORGANIZATION 2022 CHARGES FOR SERVICE APPLICATION

Organization Name:	Project Hope of Gunnison Valley				
Address 1:	PO Box 1812				
Address 2:					
City:	Gunnison	State:	CO	Zip Code:	81230
Telephone Number:	970-641-2712	Fax Number:			
Email Address:	director@hope4gv.org				
Contact Person(s):	Jessica Wurtz				

1. What is the amount of County funds requested? Please keep your request below \$12,000.

\$10,000.00

2. Provide specific information regarding what the County funds will be used for.

Sexual Assault Response Team (SART): \$5,750 (personnel, mileage, meeting space/refreshments, etc)
Direct Program Services: \$2,750 (client assistance, shelter, support group, outreach, etc)
Indirect Program Services: \$1,500 (office rent, office supplies, utilities, etc)

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

Funding from the County will allow Project Hope to continue to provide advocacy and support for anyone affected by domestic violence, sexual assault and/or human trafficking in Gunnison County. We will be able to provide direct victim services such as our 24/7 crisis line; shelter; transitional housing; support group; financial assistance for rent, utilities food, and other needs; and therapy. Utilizing some of the funding for operational expenses such as office rent, utilities, and office supplies will also allow us to maintain a safe, trauma-informed, functional space to meet with clients and carry out our advocacy work. In addition, Project Hope will continue to lead a SART team for the county. We got the SART team going in March 2020 and are excited to be able to keep working with community partners to build the team and use it as a resource to address sexual violence in our community. We have requested funding for a portion of staff salary and other programmatic costs in order to keep the SART going after our first several months.

As a result, we expect to serve approximately 130 individuals in 2022. We anticipate training new volunteers to help us carry the crisis line and respond to 300 crisis line calls. We anticipate meeting with clients at our mobile advocacy locations in Crested Butte, Lake City, and on WCU's campus as needed. We also anticipate providing financial assistance to 25 survivors and 100 counseling sessions for survivors. All of our client data, interactions, and services are tracked extensively through a database and reporting platforms provided to us by our state and federal funders. In regards to the SART team, we expect to continue to collaborate with relevant community partners (law enforcement, WCU and GWSD Title IX, GVH SANE nurse, 7th Judicial DA, etc) to participate in our local team. We successfully started the new SART team in March 2020 and have been working hard to solidify the group by creating confidentiality agreements, and MOU, and a mission and vision statement. We anticipate having the MOU fully executed by the end of 2021, along with our mission and vision statements. The coming months will be used to create our goals and strategic plan to specify and guide the direction and work of the team in addressing sexual violence. We hope to complete this and be able to move into active work in the field and in the community in the coming year.

The SART is designed to work in tandem with the aforementioned entities in our community to improve the services they all provide to those affected by sexual assault. Aside from the SART team, Project Hope also collaborates with other community agencies to provide comprehensive and unduplicated services to our clients. These agencies include Health and Human Services, law enforcement, 7th Judicial courts, juvenile services, GCSAPP, FAST, GVRHA, food pantry, Living Journeys, CB State of Mind, the Community Health Coalition, Six Points, Inmigrantes Unidos, GVH, CMH, and private practice therapists. Each of these entities provides a piece of the puzzle that our clients need to be safe and healthy, whether it is Medicaid, mental healthcare, affordable housing, employment assistance, or wraparound services for their children.

4. Please attach the following documents to this application:

- a) Names and addresses of all Board members including designation of officers
- b) Budget detail for 2021 and 2022 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
- c) 2021 Funding Report

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format
Kelly Weak, Senior Accountant
KWeak@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance
Attn: Kelly Weak
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 24, 2021

Project Hope of Gunnison Valley
2021 Annual Budget
 January through December 2021

Accrual Basis

	Jan - Dec 21
Ordinary Income/Expense	
Income	
4100 · Donations	15,000.00
4400 · Private Sector Grants	
4500 · Foundation Grants	
4510 · El Pomar	5,000.00
4520 · CFGV	6,182.00
4521 · AV Hunter Trust	28,359.00
4523 · AV Hunter COVID	4,432.00
4535 · Colorado Realtor Foundation	5,550.00
4536 · CO Housing & Finance Authority	5,000.00
4562 · Blueprint to end Hunger COVID19	590.00
4570 · Anschutz Family Foundation	5,000.00
4575 · Rocky Mountain Health Foundatio	13,335.00
Total 4500 · Foundation Grants	73,448.00
Total 4400 · Private Sector Grants	73,448.00
44500 · Government Grants	
4310 · City and County Grants	
4312 · City of Gunnison	2,000.00
4313 · Town of Crested Butte	6,000.00
4314 · Gunnison County	17,500.00
Total 4310 · City and County Grants	25,500.00
44520 · Federal Grants	
4332 · VOCA	156,818.00
4336 · OVW	116,046.00
Total 44520 · Federal Grants	272,864.00
44540 · State Grants	
4324 · DVP	67,487.00
Total 44540 · State Grants	67,487.00
Total 44500 · Government Grants	365,851.00
Total Income	454,299.00
Gross Profit	454,299.00
Expense	
6100 · Client Assistance	
6105 · Transportation/Relocation	4,000.00
6110 · Client Rent/Housing	36,000.00
6115 · Client Utilities	5,000.00
6116 · Transitional Housing	36,000.00
6120 · Support Group	5,000.00
6121 · Legal Counsel	15,000.00
6122 · Childcare	15,000.00
6125 · Client Needs	2,500.00
6130 · Interpreters	720.00
6135 · Emergency Assistance	
6136 · Food	5,650.00
6137 · Shelter	12,000.00
6138 · Transportation	2,500.00
Total 6135 · Emergency Assistance	20,150.00
6355 · Crisis Line	1,500.00
6840 · Regular Counseling	20,000.00
Total 6100 · Client Assistance	160,870.00
6200 · Insurance	

Project Hope of Gunnison Valley 2021 Annual Budget

January through December 2021

Accrual Basis

	Jan - Dec 21
6205 · Workers Comp	4,600.00
6210 · D & O Liability	1,510.00
6215 · General Liability	1,510.00
6225 · Surety Bond	134.00
Total 6200 · Insurance	7,754.00
6300 · General Office Expenses	
6301 · Fundraising Expenses	500.00
6305 · Outreach	10,000.00
6310 · Rent	15,900.00
6315 · Utilities	
6316 · Utilities	1,800.00
6317 · Phone/Internet	2,000.00
Total 6315 · Utilities	3,800.00
6320 · Office Equipment	11,950.00
6325 · Office Supplies	2,580.82
6330 · Postage and Shipping	150.00
6335 · Printing and Copying	350.00
6340 · Advocate Supplies	2,400.00
6350 · Mileage	3,080.00
6360 · Staff & Volunteer Appreciation	2,000.00
6365 · Building Maintenance	
6366 · Cleaning	1,560.00
6365 · Building Maintenance - Other	150.00
Total 6365 · Building Maintenance	1,710.00
6370 · Licenses/Fees/Subscriptions	4,000.00
6375 · Memberships and Dues	1,500.00
6380 · Advertising	500.00
6390 · Conferences and Training	2,000.00
6395 · Vehicle	3,600.00
Total 6300 · General Office Expenses	66,020.82
6400 · Payroll Expenses	
6405 · Executive Director	60,000.00
6415 · Advocate Director	32,880.00
6421 · Bilingual Advocate 1	6,000.00
6422 · Crisis Line Coordinator	8,840.00
6423 · Bilingual Advocate 2	16,800.00
6424 · Program Advocate	14,400.00
6425 · Outreach Coordinator	26,000.00
6435 · Payroll Taxes	12,615.18
6440 · Bonus	7,928.00
6641 · Benefit stipend	15,720.00
6642 · Staff counseling	3,840.00
Total 6400 · Payroll Expenses	205,023.18
6500 · Professional Fees	
6510 · Bookkeeping	1,200.00
6515 · Review and Taxes	7,200.00
Total 6500 · Professional Fees	8,400.00
6600 · Travel	
6605 · Hotel	3,349.00
6610 · Meals	2,582.00
6615 · Mileage	300.00
Total 6600 · Travel	6,231.00

Project Hope of Gunnison Valley
2021 Annual Budget
January through December 2021

Accrual Basis

	<u>Jan - Dec 21</u>
Total Expense	454,299.00
Net Ordinary Income	0.00
Net Income	<u>0.00</u>

Project Hope of Gunnison Valley
Profit & Loss Budget Overview
 January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
4100 · Donations	24,000.00
4400 · Private Sector Grants	
4500 · Foundation Grants	
4510 · El Pomar	5,000.00
4520 · CFGV	3,500.00
4521 · AV Hunter Trust	10,000.00
4540 · Bacon Family Foundation	10,000.00
4570 · Anschutz Family Foundation	7,500.00
4575 · Rocky Mountain Health Foundatio	10,000.00
Total 4500 · Foundation Grants	46,000.00
Total 4400 · Private Sector Grants	46,000.00
44500 · Government Grants	
4310 · City and County Grants	
4312 · City of Gunnison	2,000.00
4313 · Town of Crested Butte	3,000.00
4314 · Gunnison County	10,000.00
Total 4310 · City and County Grants	15,000.00
44520 · Federal Grants	
4332 · VOCA	161,557.00
4336 · OVW	134,322.00
Total 44520 · Federal Grants	295,879.00
44540 · State Grants	
4323 · VALE	0.00
4324 · DVP	75,546.00
Total 44540 · State Grants	75,546.00
Total 44500 · Government Grants	386,425.00
Total Income	456,425.00
Gross Profit	456,425.00
Expense	
6100 · Client Assistance	
6105 · Transportation/Relocation	3,200.00
6110 · Client Rent/Housing	40,000.00
6115 · Client Utilities	3,200.00
6116 · Transitional Housing	36,000.00
6120 · Support Group	3,000.00
6121 · Legal Counsel	12,000.00
6122 · Childcare	12,000.00
6125 · Client Needs	3,000.00
6130 · Interpreters	250.00
6135 · Emergency Assistance	
6136 · Food	5,650.00
6137 · Shelter	16,000.00
6138 · Transportation	1,000.00
Total 6135 · Emergency Assistance	22,650.00
6355 · Crisis Line	1,100.00
6356 · Mobile Advocacy Phone	1,100.00
6840 · Regular Counseling	24,000.00
Total 6100 · Client Assistance	161,500.00

Project Hope of Gunnison Valley
Profit & Loss Budget Overview
 January through December 2022

	Jan - Dec 22
6200 · Insurance	
6205 · Workers Comp	4,600.00
6210 · D & O Liability	1,510.00
6215 · General Liability	1,510.00
6225 · Surety Bond	134.00
	7,754.00
Total 6200 · Insurance	
6300 · General Office Expenses	
6301 · Fundraising Expenses	500.00
6305 · Outreach	8,000.00
6310 · Rent	16,500.00
6315 · Utilities	
6316 · Utilities	1,900.00
6317 · Phone/Internet	1,900.00
	3,800.00
Total 6315 · Utilities	
6320 · Office Equipment	3,743.00
6325 · Office Supplies	2,000.00
6330 · Postage and Shipping	200.00
6335 · Printing and Copying	350.00
6340 · Advocate Supplies	600.00
6350 · Mileage	1,000.00
6360 · Staff & Volunteer Appreciation	2,000.00
6365 · Building Maintenance	
6366 · Cleaning	2,080.00
6365 · Building Maintenance - Other	150.00
	2,230.00
Total 6365 · Building Maintenance	
6370 · Licenses/Fees/Subscriptions	5,000.00
6375 · Memberships and Dues	1,600.00
6380 · Advertising	250.00
6390 · Conferences and Training	2,000.00
6395 · Vehicle	6,000.00
	55,773.00
Total 6300 · General Office Expenses	
6400 · Payroll Expenses	
6405 · Executive Director	61,800.00
6415 · Advocate Director	38,241.84
6423 · Bilingual Advocate 2	29,993.60
6424 · Program Advocate	21,424.00
6425 · Outreach Coordinator	28,922.40
6435 · Payroll Taxes	13,799.21
6440 · Bonus	6,936.95
6641 · Benefit stipend	17,880.00
6642 · Staff counseling	2,400.00
	221,398.00
Total 6400 · Payroll Expenses	
6500 · Professional Fees	
6510 · Bookkeeping	1,200.00
6515 · Review and Taxes	2,400.00
	3,600.00
Total 6500 · Professional Fees	

1:44 PM

09/20/21

Accrual Basis

Project Hope of Gunnison Valley
Profit & Loss Budget Overview
January through December 2022

	<u>Jan - Dec 22</u>
6600 · Travel	
6605 · Hotel	3,600.00
6610 · Meals	2,500.00
6615 · Mileage	300.00
	<hr/>
Total 6600 · Travel	6,400.00
	<hr/>
Total Expense	456,425.00
	<hr/>
Net Ordinary Income	0.00
	<hr/>
Net Income	0.00
	<hr/> <hr/>



A tax exempt 501c3 nonprofit organization providing confidential safety needs and direct advocacy services to individuals whose lives have been affected by relationship violence, child abuse and/or sexual assault.

2021 Board of Directors

Name: Heidi Duryea
Title: Board President
Occupation: Self-employed
Residence: Crested Butte, CO

Name: Trish Calkins
Title: Vice President
Occupation: Self-employed
Residence: Gunnison, CO

Name: Annie Callahan
Title: Treasurer
Occupation: Owner, Equip Bookkeeping
Residence: Gunnison, CO

Name: Marilyn Cheever
Title: Board Secretary
Occupation: Caseworker, Gunnison County DHHS
Residence: Gunnison, CO

Name: Cary Iverson
Title: Board Member
Occupation: Former Senior Commercial Advisor
Residence: Crested Butte, CO

Name: Pete Sherman
Title: Board Member
Occupation: Dean of School of Business, WCU
Residence: Crested Butte, CO

Name: Andrew Butterfield
Title: Board Member
Occupation: Wraparound Facilitator, Gunnison Juvenile Services
Residence: Gunnison, CO



**Funding Recipient Project Report
Calendar Year 2021**

Name of Funding Recipient: Project Hope of Gunnison Valley

Dollar Value of County Funds Awarded: \$10,000

Funding Recipient's Total 2021 Annual Budget: \$454,299

Other Funding Sources (please list source names and amounts received):

- Private donations: \$15,000
- El Pomar Foundation: \$5,000
- AV Hunter Trust: \$15,000
- CO Housing & Finance Authority: \$5,000
- Anschutz Family Foundation \$5,000
- Rocky Mountain Health Foundation: \$10,000
- City of Gunnison: \$2,000
- Town of Crested Butte: \$3,000
- State DVP: \$67,487
- Federal OVW: \$116,046
- Federal VOCA: \$156,818
- Additional \$53,948 carryover grant funding from previous year to be spent for total budget of \$454, 299

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 97.8%

How the County Funds Were Spent: Funds from the county were spent to provide rental assistance, utility assistance, client needs, and shelter to 8 clients. Funds were also used for some operational expenses such as rent and office equipment. Funds also helped pay for staff training, fees for SART team meeting space, and a portion of the Executive Director's salary to run the SART team.

Number of Clients Assisted during the Funding Year: 150 clients assisted in 2021 as of mid-September.

Customer Results Achieved via the County Funds: As mentioned above, County funds were specifically used to provide rental assistance, utility assistance, client needs, and shelter to 8 clients; and also helped fund the SART team in the community. On a broader scale, organizationally, we have provided services to 150 clients so far in 2021. Of those clients, 84 have received some form of assistance totaling nearly \$88,000. The bulk of this has been for rental assistance (nearly \$25,000 to 26 clients), emergency shelter (nearly \$17,000 to 30 clients for 209 nights), transitional housing (nearly \$20,000 to 17 clients for 561 nights), and therapy (over \$16,000 to 28 clients for 179 sessions).

How Your Customer Results Were Measured: Project Hope maintains a robust tracking system to ensure that we have an accurate record of how many clients we serve and which services are provided. We track every client contact, which is coded by service provided. In this way we are able to measure how many clients receive the services we provide. We also use our Quickbooks to track client expense amounts.

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061



**Funding Recipient Project Report
Calendar Year 2022**

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2022 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

How Your Customer Results Were Measured: _____

Submit this report to **one** of the following by January 31, 2023. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement to Provide County Financia

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: \$4,500

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO THE SAFE RIDE OF GUNNISON, INC.

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County” or “County”) and Safe Ride of Gunnison, Inc., whose address is 56 Willow Trail, Gunnison, CO 81230 (herein “Recipient”).

RECITALS

WHEREAS, Recipient has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public’s interest to provide financial assistance to Recipient;

AGREEMENT

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

1. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. **STRATEGIC RESULT.**

Recipient agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how Recipient has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. **PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.**

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay Recipient fees not to exceed Four Thousand, Five Hundred and No/100 U. S. Dollars (\$4,500.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation as determined by the County in its sole discretion.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

Recipient agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Recipient shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Recipient will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Recipient during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Recipient's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Recipient. Recipient shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Recipient's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Recipient. Recipient shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient to the County under this Agreement. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

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

Recipient acknowledges and agrees that Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Recipient is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Recipient irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Recipient or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Recipient or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Recipient expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Recipient will provide the County reasonably prompt notice of the relevant claim. Recipient will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Recipient but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Recipient or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Recipient agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Recipient shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act

of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Recipient shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Recipient certifies that Recipient does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Recipient certifies that Recipient has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Recipient certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Recipient agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Recipient agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental

Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. **LEGAL AUTHORITY.** Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Recipient represents and warrants that he has been fully authorized by Recipient to execute the Agreement on behalf of Recipient and to validly and legally bind Recipient to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Recipient or the person signing the Agreement to enter into the Agreement.

e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Recipient shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the Recipient waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars (\$6,000).

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of this Agreement shall become the sole and exclusive property of the County, and the Recipient agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Recipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Recipient has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Recipient shall not employ any person having such known interests. The Recipient shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Recipient: Robert Whiting
Safe Ride of Gunnison, Inc.
56 Willow Trail
Gunnison, Colorado 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form

by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Recipient and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient'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 Agreement.

22. RECORDS.

Recipient shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Recipient shall be subject to financial audit by federal, state or county auditors or their designees. Recipient authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Recipient. Recipient shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

RECIPIENT

By: _____
Safe Ride of Gunnison, Inc.



COMMUNITY BASED ORGANIZATION 2022 CHARGES FOR SERVICE APPLICATION

Organization Name:	Safe Ride of Gunnison, Inc.				
Address 1:	56 Willow Trail				
Address 2:					
City:	Gunnison	State:	CO	Zip Code:	81230
Telephone Number:	970-596-8639	Fax Number:			
Email Address:	whtingrobert28@gmail.com				
Contact Person(s):	Robert Whiting				

1. What is the amount of County funds requested? Please keep your request below \$12,000.

\$4,500

2. Provide specific information regarding what the County funds will be used for.

All funds going to Safe Ride will go directly to operating expenses, to include: Vehicle expenses, (upkeep, fuel, license fees, insurance), phone service, payroll and federal taxes, driver stipends, and miscellaneous operating costs.

3. Provide information about what results you will provide for the amount requested, and how you will measure those results. Please address how these results relate to existing County services.

Safe Ride provides free, no-questions asked rides to locals and visitors in the greater City of Gunnison area on three nights per week. We now operate on Wednesday, Friday and Saturday nights from 8:00pm until after 2:00am. As the County "opened up" after Covid, have seen fewer riders, but as restrictions eased, and with the return of Western Colorado University (WCU), we have seen a steady increase in riders.

The need for our service is still there, although we have seen a decrease in ridership after returning from Covid restrictions. During the summer, and with the return of Western Colorado University (WCU), we have experienced an increase in riders, and we anticipate this to continue as more people realize that we are still in service and providing free, and safe rides. We plan on addressing the WCU Student Government soon to emphasize that we are still available to this community population.

Safe Ride is a unique service in Gunnison County, as has survived for 26 years as a 501 (c)(3) non-profit organization. It is the only service that provides free rides to and from specific locations the Gunnison valley. In that capacity, no other service provided by Gunnison County or Gunnison City government is available., and this includes Uber or similar services.

4. Please attach the following documents to this application:

- a) Names and addresses of all Board members including designation of officers
- b) Budget detail for 2021 and 2022 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
- c) 2021 Funding Report

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format
Kelly Weak, Senior Accountant
KWeak@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance
Attn: Kelly Weak
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 24, 2021

Safe Ride of Gunnison, Inc.

Proposed 2022 Budget

Based on 2019 expenses and anticipated 2021 donations

Revenue

City of Gunnison	8,000
Gunnison County	4,000
WCU Student Government	8,000
City Market Rewards	618
Total	20,618

Misc . Donations 1,400

Municipal Court 2,500

Total Donations 24,518

Expenses

Insurance	5,787
Fuel	3,500
Misc.	1,000
Total	10,287

Driver Stipends @ \$75 pre shift 11,045

Tax 3,500

Accountant 250

Total 14,795

Misc.

Phone 565

Total Expenses 25,647

Safe Ride Board of Directors

Director - Finance

Co-Director

WCU Representative

WCU Student Government Representative

Robert Whiting

Michelle Spain

Gary Pierson

To Be Determined 2021-2022



Funding Recipient Project Report
Calendar Year 2022

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2022 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

How Your Customer Results Were Measured: _____

Submit this report to **one** of the following by January 31, 2023. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement to Provide County Financia

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

The attached contract reflects the amount approved in the County's 2022 budget.

Fiscal Impact: \$12,000

Submitted by: Katherine Haase

Submitter's Email Address: khaase@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/1/2022

MEMORANDUM OF AGREEMENT TO PROVIDE COUNTY FINANCIAL ASSISTANCE TO THE SIX POINTS EVALUATION AND TRAINING, INC

THIS MEMORANDUM OF AGREEMENT (“Agreement”) made effective the 1st day of January 2022, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (“Gunnison County” or “County”) and Six Points Evaluation and Training, Inc., whose address is PO Box 1002, Gunnison, CO 81230 (herein “Recipient”).

RECITALS

WHEREAS, Recipient has requested assistance from Gunnison County in financing a portion of operational costs as set forth in Appendix A; and

WHEREAS, Gunnison County is supportive of the objectives of Recipient in terms of assisting those in need of services in Gunnison County; and

WHEREAS, Gunnison County has historically provided funding to the Recipient pursuant to terms and conditions negotiated between the parties; and

WHEREAS, Gunnison County has determined it presently is and remains in the public’s interest to provide financial assistance to Recipient;

AGREEMENT

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

1. **TERM.**

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2022, unless sooner terminated or replaced as provided herein.

2. **STRATEGIC RESULT.**

Recipient agrees to submit a final project report on or before January 1, 2023 using the form identified as Appendix B that will identify how Recipient has helped fulfill the following strategic result: Execution of this Agreement will assist the County with its Promote Healthy Communities strategy, as outlined in the Gunnison County Strategic Plan. Timely submission of this report shall serve as a condition for future funding eligibility.

3. **PAYMENT; SUBJECT TO APPROPRIATION AND DOCUMENTATION.**

In consideration and exchange for the foregoing and other valuable consideration as outlined in this Agreement, during the Term Gunnison County shall pay Recipient fees not to exceed Twelve Thousand and No/100 U. S. Dollars (\$12,000.00). Quarterly payments will be distributed by the County upon submittal of appropriate documentation as determined by the County in its sole discretion.

This Agreement is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this Agreement. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this Agreement pursuant to its provisions.

4. INSURANCE.

Recipient agrees that at all times during the Term of this Agreement, and for three (3) years after the date the Term of this Agreement expires or the date this Agreement is terminated, or any applicable warranty period, Recipient shall maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Recipient will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverages required by this paragraph, which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County. Written notice shall be sent to the parties identified in the Notices section of this Agreement and sent thirty (30) days prior to any cancellation or non-renewal unless due to non-payment of premiums, in which case, notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

- a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Recipient during the term of this Agreement.
- b. Comprehensive General Liability Insurance or the equivalent in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).
- d. Professional Liability Insurance or the equivalent, such as Errors and Omissions coverage, in an amount no less than Four Hundred Twenty-Four Thousand and No/100

U.S. Dollars (\$424,000.00) for injury to one person in any single occurrence; and no less than One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars (\$1,195,000.00) for any injur(ies) to two or more persons in any single occurrence (i.e., in the aggregate).

The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado. Combinations of primary and excess coverage may be used to achieve minimum coverage limits. Excess/umbrella policy(ies) must follow form of the primary policy(ies) with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance. The County's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Recipient's breach of this Agreement or of any of the County's rights or remedies under this Agreement.

If excluded from any policy coverage, this Agreement shall be specifically named an insured contract. If any policy is in excess of a deductible or self-insured retention, the County must be notified by the Recipient. Recipient shall be responsible for the payment of any deductible or self-insured retention. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) must be included. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the County, excluding Professional Liability and Workers Compensation policies, if required.

For all coverages required under this Agreement, Recipient's insurer(s) shall waive subrogation rights against the County by policy endorsement. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Recipient. Recipient shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Recipient agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the County.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient to the County under this Agreement. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

The insurance provisions of this Agreement shall survive expiration or termination of this Agreement.

5. INDEPENDENT CONTRACTOR.

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

Recipient acknowledges and agrees that Recipient is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Recipient is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

6. INDEMNIFICATION.

Recipient irrevocably and unconditionally agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Recipient or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Recipient or its affiliates for any loss of anticipated business opportunities, contracts, revenues, profits or savings; damage to goodwill or reputation; or indirect, special or consequential loss or damage, arising out of or in connection with this Agreement, whether for breach of contract, in tort (including negligence), under statute or any other law, and Recipient expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Recipient will provide the County reasonably prompt notice of the relevant claim. Recipient will defend or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement, through legal counsel selected by Recipient but approved by the County. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and the County will tender the defense and settlement of any action or proceeding covered by this Section to Recipient or upon request. Claims may be settled without the consent of the County, unless the settlement includes an admission of wrongdoing, fault or liability by the County, whether express or implied.

This defense and indemnification obligation shall survive any termination or expiration of this Agreement.

7. DISCRIMINATION.

The Recipient agrees to not discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Recipient shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act

of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Recipient shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

- a. Recipient certifies that Recipient does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.
- b. Recipient certifies that Recipient has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.
- c. Recipient certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.
- d. Recipient agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.
- e. Recipient agrees to comply with the provisions of C.R.S. § 8-17.5-101 et seq.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

10. MISCELLANEOUS.

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties hereto understand and agree that the County is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental

Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

d. **LEGAL AUTHORITY.** Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Recipient represents and warrants that he has been fully authorized by Recipient to execute the Agreement on behalf of Recipient and to validly and legally bind Recipient to all the terms, performances and provisions of the Agreement. The County shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Recipient or the person signing the Agreement to enter into the Agreement.

e. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

f. **ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and any exhibits to it, the language of the Agreement controls.

g. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the County will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

h. **INUREMENT.** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

i. **TIME IS OF THE ESSENCE.** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

j. **PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

11. DELEGATION AND ASSIGNMENT.

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

12. TERMINATION; REMEDIES FOR BREACH AND LIMITATION OF REMEDIES

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Recipient shall not be entitled to any further quarterly payments pursuant to this agreement, regardless of whether the County has paid the full amount set forth in Paragraph 3. Termination shall not affect or prejudice any rights or other remedy that a party may have with respect to the event giving rise to termination or any other rights or other remedy a party may have with respect to breach of this Agreement which existed at or before the date of termination, including but not limited to the County's ability to recoup all payments made under this agreement and its attorneys' fees, costs and expenses associated with enforcing the terms of this Agreement, except that the Recipient waives any and all consequential, expectancy, or exemplary claims for damages associated with this Agreement, including attorneys' fees and costs, and further agrees that any damages owed by the County for breach of this agreement shall not exceed the sum of six thousand dollars (\$6,000).

13. OWNERSHIP OF PROPERTY.

Any work product, information, materials, goods, or intellectual property generated as a result of this Agreement shall become the sole and exclusive property of the County, and the Recipient agrees to relinquish any rights, implied or otherwise, to such property, including but not limited to any resulting intellectual property rights.

14. WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall any action by either party constitute or be construed to be a waiver by the other party of any breach of covenant or default which may then exist on the part of the party alleged to be in breach, and the non-breaching party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

15. NO THIRD-PARTY BENEFICIARY.

Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the County or the Recipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. CONFLICT OF INTEREST.

The signatories to this Agreement aver to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the Services. Recipient has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Recipient shall not employ any person having such known interests. The Recipient shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the County. The County, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

17. FORCE MAJEURE.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of an unforeseeable event outside the control of such party, and not caused by such party's negligence, including war or armed conflict, fire, flood, strike, riot or insurrection, terrorist attack, nuclear, chemical or biological attack, natural disaster, martial law, unreasonable delay of carriers, governmental order or regulation; PROVIDED, HOWEVER, the any delay caused by the Covid-19 Pandemic (or Endemic), or any other communicable disease pandemic or endemic, shall NOT be considered a force majeure event. If a force major event occurs, the time for performance shall be extended by mutual agreement of the parties for a period of time as may be reasonably necessary to compensate for such delay, provided that if such performance still cannot be completed within such extended period of time, either party may terminate this Agreement and both parties will be released from any further obligation to the other.

18. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

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

With a copy to: Board of County Commissioners

of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

Recipient: Nancy Lakiotes
Six Points Evaluation and Training, Inc.
PO Box 1002
Gunnison, Colorado 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Jurisdiction and venue for any legal proceedings related to this Agreement shall exclusively lie in the State of Colorado District Court located in Gunnison County, Colorado.

20. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

This Agreement may also be executed by electronic means or signatures. Accordingly, the Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the County in the manner specified by the County. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form

by such a recipient through an automated process, but specifically excluding text or instant messages.

21. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Recipient and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary herein, the County shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient'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 Agreement.

22. RECORDS.

Recipient shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Recipient shall be subject to financial audit by federal, state or county auditors or their designees. Recipient authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Recipient. Recipient shall fully cooperate during such audit or inspections.

23. PUBLIC RECORD.

To the extent not prohibited by state or federal law, this Agreement is potentially subject to public release through the Colorado Open Records Act. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathan Houck, Chairperson

ATTEST:

Deputy Clerk

RECIPIENT

By: _____
Six Points Evaluation and Training, Inc.



COMMUNITY BASED ORGANIZATION 2022 CHARGES FOR SERVICE APPLICATION

Organization Name:	Six Points Evaluation and Training, Inc.				
Address 1:	P.O. Box 1002				
Address 2:	1160 N. Main St.				
City:	Gunnison	State:	CO	Zip Code:	81230
Telephone Number:	970-641-3081	Fax Number:	970-641-0800		
Email Address:	director@sixpointsgunnison.org				
Contact Person(s):	Nancy Lakiotes				

1. What is the amount of County funds requested? Please keep your request below \$12,000.

 \$12,000.00

2. Provide specific information regarding what the County funds will be used for.

Six Points is respectfully requesting funding for the following operational needs:

Residential and Supported Living Services (SLS) programming as follows: \$5,000.00: Residential and SLS services allow our clients with developmental disabilities to be able to live independently, either in their own homes in the county or in three residences owned by Six Points in Gunnison. Without such assistance, many would have to live in group homes or institutional settings in larger metropolitan areas. Hands-on assistance is provided as needed around the clock according to each client’s individual needs and may include assessment and training in **personal care**, such as eating/drinking, hygiene, medications, and health monitoring; **household assistance**, such as budgeting/money management, shopping assistance, laundry, meal preparation, cleaning and household maintenance; **mentoring**, such as decision making, planning, appointment scheduling, safety, nutrition, and relationship education; **transportation**, to access community services, employment, appointments, shopping, banking, spiritual services, and social activities; and, **supported community connections**, such as recreational/community activities, adaptive skills, and socialization. Your continued funding will support the operational costs associated with this programming and allow our clients to enjoy the quality of life all of us enjoy in Gunnison County.

Vocational services, including rehabilitation and supported employment as follows: \$6,000.00: Six Points has six clients who are employed at local businesses in Gunnison who rely on assistance from our vocational staff to ensure successful employment. In addition, Six Points also has seven clients who work in the Six Points’ Thrift Store and require daily assistance and regular training to successfully complete their job requirements. The plan is to continue to expand these services to more people with disabilities in Gunnison County, beginning with people who have a traumatic brain injury (TBI). Our research indicates that there is a need in the Gunnison Valley to provide these services to TBI survivors. Many individuals who have suffered from a TBI struggle to keep their job or find employment. These services are crucial in ensuring that our clients and other adults in our county can continue to be gainfully employed and are therefore, less dependent on government assistance to be able to live independent, fruitful lives in this valley. Our TBI Pilot Program confirmed that these services are necessary and desirable for community members living with TBI.

Landfill fees, delivery of unsalable goods and waste management expenses as follows: \$1,000.00: The Six Points Thrift Store staff works diligently to accept only quality, gently used merchandise in working order for resale in the store. However, some merchandise is donated that is dirty, torn, stained, or broken and cannot be resold. We have a chain across the driveway after hours to prevent dumping. We have increased our signage, including signage stating that we do not accept old TVs or outdated electronics. Still, some of these items slip in and since electronics are not accepted at the landfill, we have had to pay to have them recycled at the City’s Public Works offices. We continue to work to educate the community about the need for gently used items in saleable condition. We collaborate with New Horizons, another nonprofit located in Pueblo, to send unsalable but still useable items to be baled and kept out of the waste stream. We have searched for other avenues to reduce our expenses; however, the avenues that we have found would cause us to need more storage space that we do not have, until the excess could be picked up. We have been unable to find an outlet for scrap metal recycling since Donovan Moss passed away. Our waste management fees are very high due to a bigger store and increased volume of donations. Your support of this line item continues to be very important not only to our budget but also to help us keep our property safe, attractive, professional, and inviting.

With respect to the Residential and Supported Living Services (SLS) programs, the results of funding from the County will be measured by our ability to be able to support our clients living in Gunnison County without having to raise their rents or make cuts to their Service Plans due to a lack of monies available in the budget to cover these expenses. In addition, Six Points is required to conduct state and federal evaluations, which include regular, ongoing assessments of our clients with respect to their health, welfare, and employment. Also, overall programming is reviewed through regular Program Quality Surveys conducted by the Colorado Division for Intellectual and Developmental Disabilities. Six Points continues to receive very favorable reviews through all of these program reports. In addition, we are very pleased with the feedback we get from clients, family, natural supports, and other community members with respect to the care and support that we provide.

As for vocational training, we will measure the success of our program by looking at client outcomes in employment. In our partnership with the Division of Vocational Rehabilitation (DVR), we track all job placements and successful closures. Each client at Six Points has specific, individualized vocational goals within his or her Service Plan and we regularly assess their progress in achieving these goals. Finally, the biggest measure of our success with respect to the vocational training we provide is to measure each individual's ability to secure and maintain successful employment within the county.

Finally, with your support of our waste management operations, we will be able to continue to recycle as much as possible, to deliver unsalable merchandise to needy populations and to continue to keep our grounds as neat as possible through regular trash pick-ups. The best measurement of our waste management success will be to reduce this budget line item expense and be good neighbors.

With respect to existing County services, without Six Points' county-based living supports and training program, many of the individuals we serve would not be able to live independently in Gunnison County and would have to move to more institutional settings in urban areas. This aligns directly with the County's strategic measure to "Promote Prosperous, Collaborative and Healthy Communities" by "promoting optimal community and family health, safety and wellbeing" while sustaining essential health and human services. Six Points has been providing "optimal community and family health, safety and wellbeing" for adults with intellectual/developmental disabilities in our county for over 40 years now in an efficient, professional, compassionate, and resourceful manner. As is the mission of Gunnison County Department of Health and Human Services, Six Points, too, provides prevention, protection, advocacy and support services for our Gunnison and Hinsdale County-area clients and their families across their life spectrum so they can have an improved quality of life. The COVID-19 pandemic continues to have a serious impact on the Gunnison Valley in 2021, and many of Six Points clients are at high risk for hospitalization and even death. However, thanks in part to the services that they receive our clients continue to remain healthy and active. The individuals that we serve are also at high risk for social isolation, and with the support that they receive from Six Points this has been avoided even with the restrictions associated with the pandemic. With the support of Gunnison County and other funding sources, the clients of Six Points continue to thrive and the organization itself continues to thrive. As one of the larger employers in the valley as well as the largest thrift store, the success of Six Points has many positive implications throughout the county for customers, donors, employees, seasonal residents and tourists, university students, low-income residents and families, job seekers with disabilities, and community members who enjoy stopping by for a friendly interaction in the store.

In addition to these specific correlations with County services, we at Six Points believe that from a social perspective, our clients add vibrance and diversity to our county's population and show visitors and potential residents that Gunnison County promotes acceptance of all individuals, regardless of ability or disability. Finally, with respect to economic development, the Six Points Thrift Store serves as a crucial retail outlet for many low-income residents of our county who rely on our inexpensive household merchandise to sustain their lifestyle. Six Points partners with the Department of Health and Human Services to provide in-kind donations of basic household necessities and clothing to low-income community members. In addition, Six Points provides jobs for 40 employees, including 7 client employees, and supports 6 clients who work in the community of Gunnison. All these individuals add to the tax rolls of Gunnison County.

4. Please attach the following documents to this application:

- a) Names and addresses of all Board members including designation of officers
- b) Budget detail for 2021 and 2022 with reasonable detail for income and expenses for the agency as a whole (if you are requesting funding for a specific event or project, please provide the event or project budget as well)
- c) 2021 Funding Report

Completed Application should be submitted to:

Electronic Submittal:

Adobe PDF Format
Kelly Weak, Senior Accountant
KWeak@gunnisoncounty.org

Mailed Submittal:

Gunnison County Finance
Attn: Kelly Weak
200 E Virginia Ave
Gunnison, CO 81230

Submittal Deadline:

September 24, 2021

Annual Budget 2021/2022

Six Points Evaluation & Training, Inc.

Account	Annual Budget 2021/2022
Income	
Fee revenue	\$377,000.00
Grant revenue	\$51,000.00
Thrift store revenue	\$390,000.00
Public support-donations	\$28,000.00
Fundraising income	\$15,000.00
Other revenue and in-kind	\$196,720.00
Total Income	\$1,057,720.00
Gross Profit	
	\$1,057,720.00
Operating Expenses	
Thrift store expenses	\$13,000.00
Advertising	\$5,000.00
Fundraising expenses	\$2,500.00
Office utilities	\$34,000.00
Office supplies	\$9,000.00
Equipment contracts and repairs	\$6,300.00
Vehicle expenses	\$12,000.00
Property improvements/maintenance	\$6,700.00
Professional fees	\$12,500.00
Recreation/gifts	\$6,000.00
Client welfare	\$500.00
Per diem meals and mileage	\$700.00
Insurance	\$53,000.00
Operating expenses - other	\$5,000.00
RES food, custodial, medical & other	\$29,000.00
RES rent and utilities	\$30,000.00
Payroll expenses	\$795,880.00
Reporting and filing expenses	\$250.00
Office events and staff appreciation	\$1,500.00
Art activities and supplies	\$700.00
Travel expenses	\$500.00
Total Operating Expenses	\$1,024,030.00
Operating Income	\$1,057,720.00
Net Income	\$33,690.00

Six Points Evaluation and Training, Inc. - Board of Directors – 2021

NAME	ELECTED	TERM ENDS	ADDRESS	PHONE	EMAIL
Robin Cash President Retired: Higher Education Executive Committee Chair; Board Policy & Affairs Committee Chair	March 2017	Jan. 2022	PO Box 1455 Crested Butte, CO 81224	740-398-1455 (c)	robingcash@gmail.com
Laura Arciniegas Vice President Intellectual Property Attorney Grants Committee Chair	Sept 2018	Jan. 2022	43 Vista Court Crested Butte, CO 81224	303-906-4109 (c)	lbarciniegas@gmail.com
Mike Gierut Secretary Sales	Sept 2017	Sept 2021		719-235-5031 (c)	gierut@gmail.com
Amanda Brackett Treasurer Business & HR Manager & CPA Gunnison County Libraries Finance & Audit Committee Chair	Sept 2017	Sept 2021	223 Rio Grande Avenue Gunnison, CO 81230	209-8272 (c)	asbrackett@gmail.com
Traci Busse Restaurant Owner, Garlic Mike's Thrift Store Committee Chair Fundraising Committee Chair	Dec 2020	Dec 2022	414 South Taylor Street Gunnison, CO 81230	641-2992 (h) 596-0646 (c)	traci@beesrustlust.com
Ricky Glatiotis Six Points Client & Thrift Store Processing Clerk Building & Property Committee Chair	Dec 2016	Jan. 2022	Willows Assisted Living 300 North 3 rd Street #8 Gunnison, CO 81230	971-413-9475 (c) 641-3031 (Willows)	
Kathy Norgard P/T Psychologist, licensed in AZ Nominating Committee Chair	Dec 2015	Dec 2021	PO Box 2614 Crested Butte, CO 81224	349-6223 (h) Preferred 520-325-6240 (c)	knorgard@gmail.com
Valerie Stahl Retired: Speech Language Pathology	June 2019	June 2021	134 Alpine Ct Crested Butte, CO 81224	349-2650 (c)	vjstahl55@gmail.com
David Windsor Six Points Client, Pet Sitter, and Vet Tech Animal Hospital of Crested Butte	March 2021	March 2023	208 Third Street PO Box 1132 Crested Butte, CO 81224	417-7634 (c)	cbhdc@hotmail.com
Nancy Gruber-Meier Retired – Teacher and Social Worker	April 2020	April 2022	54 Bryant Ave. Crested Butte, CO 81224	(303) 589-3709	Nancygrubermeier@gmail.com
Scott Cohn Higher Education-Psychology Western Colorado University	May 2020	May 2022	601 N. 14 th St. Gunnison, CO 8230	(202)907-6129	drscottcohn@gmail.com
Sue Gross Real Estate Agent Program Committee Chair	August 2020	August 2022	P.O. Box 4075 Crested Butte, CO 81224	781-697-5686	suegross@signaturepropertiescb.com



Funding Recipient Project Report Calendar Year 2021

Name of Funding Recipient: Six Points Evaluation and Training, Inc.

Dollar Value of County Funds Awarded \$12,000

Funding Recipient's Total 2021 Annual Budget \$963,367

Other Funding Sources (please list source names and amounts received): State Medicaid \$337,128 - Other Public and Government Grants \$46,412 - Public Support Donations \$25,097 - Fundraising Income \$13,008 - Thrift Store Revenue \$409,446 - Other Revenue and in-kind \$171,413. Note: the \$171,413 Other Revenue category includes a \$122,000 loan through the Paycheck Protection Program that has been forgiven in its entirety.

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: 104 %

How the County Funds Were Spent:

- (A) A total of \$6,000 was allocated for assistance with Vocational Services. Six Points provides vocational and day program services for 20 adult clients. Vocational services include day program assistance, activities, and supported employment. Five of these clients have full or part time employment with businesses in the Gunnison Valley. These clients receive supported employment assistance to ensure that they are able to execute their jobs in the community successfully. Six clients are employed at the Six Points Thrift Store and receive training and assistance for their jobs of processing and selling donated merchandise. Five clients continue to have successful entrepreneurial businesses, which they started with Six Points' assistance. As of August 31, 2021, Six Points had billed for \$27,396 for day program services and \$44,539 for Supported Employment. \$20,312 was accrued in unbillable hours, which are services that we provided but were not able to bill for through Medicaid due primarily to caps on clients' service plans. Therefore, this funding from the County helps us sustain vital vocational training necessary to help our clients stay productively employed.
- (B) A total of \$5,000 was allocated for assistance with Residential Comprehensive and SLS Services. Six Points provides residential comprehensive services to seven adult clients. All seven clients live in residences integrated within the community. Two of these clients live in a duplex owned by Six Points. One client resides in a mobile home donated to Six Points. Also, one client lives in a rental unit in town, one client lives in an apartment owned by his mother, one client lives in a house owned by his mother, and one client is paying off a mortgage. Six Points provides financial assistance to all residential clients in order for them to be able to live and thrive in Gunnison County. If it weren't for this assistance, including this funding from the County, most clients would not be able to stay in Gunnison County and would have to move to more institutional settings in larger urban areas to receive services and therefore, would not have the quality of life we have here in Gunnison County. In addition to our financial assistance, Six Points also provides residential services

for these clients including assessment of physical and mental health, evaluation and training in financial management, domestic skills, social and recreational activities, accessing community services, transportation and the overall responsibility of monitoring and ensuring the safety and welfare of the clients served. Overnight supervision and assistance are also available, and one client needs overnight supervision every night. As of August 2021, Six Points has expended a total of \$35,548 on room, board, and housing expenses for our residential clients. This does not include payroll expenses for staff providing these services.

- (C) A total of \$1,000 was allocated for Landfill and Trash Services. As of August 31, 2021, Six Points has spent \$8,108 in waste management and recycling. Unfortunately, after hours, we still often find donations dumped behind the building in spite of our increased signage and continued efforts to educate the public about only bringing quality, clean donations in working order during regular business hours. We continued to reduce our waste management expenses by finding other organizations that help with recycling donations that do not sell. In January 2019, Six Points contracted with a recycling company, New Horizons, out of Pueblo, which pays us \$0.05 per pound to purchase our unsalable clothing, shoes, and books. After Donovan Moss passed away, we have been unable to find any outlet for scrap metal recycling. Scrap metal now goes into the waste stream and adds to our expense. We continue to research other avenues to reduce our waste; however, our budget for trash removal is still very high.

In addition to the services outlined above, Six Points also provides a crucial resource of affordable merchandise for the entire Gunnison Valley through the operation of the Thrift Store. The Thrift Store continues to serve as a valuable outlet in the reuse philosophy of our environment helping to reduce amounts dumped into our local landfill. It also provides an essential source of clothing and merchandise for low-income families in our county. Plus, Six Points collaborates with many other nonprofit and human service organizations in our county to provide free merchandise as needed and never turns away individuals or families who have a need for free clothing or household goods. Thrift store sales in 2021 increased 48% over 2020 thrift store sales. As individuals, families, and the economy continue to experience the effects of the COVID-19 pandemic, thrift stores remain an important resource for communities nationwide.

Number of Clients Assisted during the Funding Year: 21 adults with intellectual/developmental disabilities (through Six Points' Medicaid funded programs) and 15 community members with various qualifying disabilities, including Traumatic Brain Injuries (through the Colorado Division of Vocational Rehabilitation [DVR]).

Customer Results Achieved via the County Funds:All 21 clients who were served through the Six Points Medicaid funded programs remain living independently in the homes of their choice. No one has had to move to another community or to a higher level of care such as a nursing home or group home. Five clients continue to be employed very successfully at Gunnison area businesses. Six clients remain successfully employed by Six Points, to work in the thrift store. All clients are healthy and navigating the "new normal" of the COVID-19 pandemic very adeptly with the assistance and support of Six Points' staff. All clients continue to enjoy full integration in community life in the Gunnison Valley, and to receive individualized support to be able to do so.

How Your Customer Results Were Measured: Our customer results are measured through clients' Person Centered Assessments (PCAs), Client Satisfaction Surveys, Incident Report Summary Reviews, physician and therapist referrals, Health Care Policy and Financing (HCPF) program quality surveys, housing inspections, Individualized Supports and Services Plans (ISSPs), and informally through daily client contact

that includes ongoing engagement regarding the individual's satisfaction with their services and quality of life.

Submit this report to **one** of the following by October 1, 2021. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061



Funding Recipient Project Report
Calendar Year 2022

Name of Funding Recipient: _____

Dollar Value of County Funds Awarded: _____

Funding Recipient's Total 2022 Annual Budget: _____

Other Funding Sources (please list source names and amounts received): _____

Percentage of Annual Budget Funded by the Other Funding Sources Listed Above: _____

How the County Funds Were Spent: _____

Number of Clients Assisted during the Funding Year: _____

Customer Results Achieved via the County Funds: _____

How Your Customer Results Were Measured: _____

Submit this report to **one** of the following by January 31, 2023. If applicable, please attach additional pages, your annual report or other documentation.

Mail: Gunnison County Board of County Commissioners
Attn: Katherine Haase
200 E. Virginia Avenue
Gunnison, CO 81230

Email: khaase@gunnisoncounty.org

Fax: (970) 641-3061

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval of Funding for White River National Fores

Action Requested: Motion

Parties to the Agreement: Gunnison County and White River Forest Service

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Funding from Gunnison County and the Town of Marble will allow the White River to have staff in the Crystal area 2 days per week during the summer

Fiscal Impact: \$7,000.00

Submitted by: Marlene D. Crosby

Submitter's Email Address: mcrosby@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/27/2022

County Attorney Review:

Required

Not Required

Comments:

Reveiwed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: DCM Report

Agenda Date: 2/1/2022

Marlene Crosby

From: Grail, Shelly- FS <shelly.grail@usda.gov>
Sent: Wednesday, January 5, 2022 2:42 PM
To: Roland Mason; Marlene Crosby
Cc: Warner, Kevin -FS; Price, Wyatt - FS
Subject: Gunnison County funds for 2021 patrols of the Lead King Loop
Attachments: LeadKingTrafficCounterData.xlsm

Hi Roland and Marlene

I hope you enjoyed your holidays!

I am sharing a few highlights with you to show how the funds you contributed to the ASRD were used this past summer. I apologize that I don't have better data- we're honing in on our data collection and hope to have better metrics at the end of next season.

Our crew spent approximately 45 days on the Lead King Loop this past summer. Different crew members had different methods for patrolling. One found that his time was best spent making contacts at the bottom of Daniels Hill; two others traveled to and from Crystal to contact the most folks they could who were traveling the road. Some time was spent on the north side of the loop but we definitely felt like our time was best spent on the stretch between Daniels Hill and Crystal.

Our presence was noticed by many in town. We received quite a bit of positive feedback on our increased presence- thank you for making it possible for us to be out and about more in Gunnison Co.

One of my employees wrote a citation for an unattended campfire but otherwise we didn't see much in the way of resource damage. The biggest issues we saw were people ill-prepared to be traveling the road and the overall congestion of the road. Our Engineering Staff placed traffic counters in four different locations to get a better feel for use along the Loop. Take a look at the first tab showing counter locations and average use throughout the summer. It's clear from this data that the majority of traffic is traveling to Crystal.

Please let me know what additional data we can provide in the future to better tell the story of how Gunnison County's funds are used. For example, I'd like to be able to tell you exactly how many public contacts we made on the LKL but our data combined our contacts from across the District. We'll work on this over the winter so we can be more accurate next summer. If you're curious, we made a total of 7450 public contacts across the ASRD.

We would love to keep this positive momentum going into 2022. Please let me know if you are available to discuss the opportunity for future funding from Gunnison County to keep our presence going on the LKL. Thank you so much for your help this summer! It felt like a very successful partnership.



Shelly Grail Braudis
Recreation Manager
Forest Service
Aspen-Sopris Ranger District
p: 970-404-3155
f: 970-963-1012
shelly.grail@usda.gov

Averages

Traffic Ct No.	Rd No	Location	Sun	Mon	Tue	Wed
1	314	Past Crystal, to Schofield Pass	26	20	16	16
2	315	Past Crystal, to Lead King Basin	25	15	8	10
3	315	Just above Daniel's Hill	87	45	39	43
4	314	To Crystal-Near Lost Trail Creek bridge	190	121	106	99



Thurs	Fri	Sat
15	18	35
14	19	33
42	58	89
94	125	210



Traffic Ct No.	1	2	3	4
July Averages				
Saturday	37	32	62	137
Sunday	35	20	87	184
Monday	25	16	46	135
Tuesday	24	12	50	106
Wednesday	15	7	25	105
Thursday	22	14	61	101
Friday	24	20	55	123
August Averages				
Saturday	43	23	92	186
Sunday	22	20	61	127
Monday	19	13	30	89
Tuesday	15	4	32	85
Wednesday	25	19	49	97
Thursday	21	9	36	84
Friday	16	13	59	122
September Averages				
Saturday	39	40	111	238
Sunday	29	20	119	249
Monday	18	13	68	155
Tuesday	17	4	54	126
Wednesday	12	19	48	103
Thursday	7	9	39	95
Friday	18	11	72	122
October Averages				
Saturday	24	34	82	311
Sunday	17	21	92	238
Monday	16	13	34	120
Tuesday	5	5	31	126
Wednesday	5	7	28	73
Thursday	8	12	45	113
Friday	6	12	38	143
Total Averages				
Saturday	35			
Sunday	25			
Monday	20			
Tuesday	15			
Wednesday	14			
Thursday	14			
Friday	16			

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; A Resolution Adopting Gunnison County

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Increased costs to the County necessitate an increase in the fees set forth in Policy No. 5.2.4; in regards to the use of the Fred R. Field Western Heritage Center.

Fiscal Impact:

Submitted by: Donita Bishop

Submitter's Email Address: dbishop@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/28/2022

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/1/2022

**BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO
RESOLUTION NO. 2022-___**

**A RESOLUTION ADOPTING GUNNISON COUNTY POLICY CONCERNING
AUTHORITY AND USE OF THE FRED R. FIELD WESTERN HERITAGE CENTER**

WHEREAS, in 2019, Gunnison County adopted Policy No. 5.2.4, a *Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center*, to reflect Gunnison County's current practices and fees;

WHEREAS, increased costs to the County necessitate an increase in the fees set forth in Policy No. 5.2.4; and

WHEREAS, the Board of County Commissioners of the County of Gunnison, Colorado has determined that no other changes to Policy No. 5.2.4 are necessary or warranted at this time;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that the attached *Policy Concerning Authority and Use of the Fred R. Field Western Heritage Center* (Policy No. 5.2.4) (Exhibit A) is hereby adopted. Such policy shall remain in effect until modified or rescinded by future resolution of this Board.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this day of _____, 2022.

BOARD OF COUNTY
COMMISSIONERS OF GUNNISON
COUNTY, COLORADO

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Elizabeth Smith, Commissioner

Attest:

Deputy County Clerk



Policy Name:	Authority and Use of the Fred R. Field Western Heritage Center		Policy Number:	5.2.4
Approval Authority:	Gunnison County Board of County Commissioners		Adoption Document	Resolution #
Date of Initial Adoption:	11/5/2019	Effective Date:	1/1/2022	Policy Custodian: Fairgrounds Manager
Last Review / Revision Date:	N/A	Review Frequency:	Every one (1) year.	Next Review Due: 1/1/2023

PURPOSE

The Board of County Commissioners of Gunnison County (the "Board") owns and oversees the buildings, improvements, maintenance and use of the Fred R. Field Western Heritage Center (the "Center"). Pursuant to Colorado Revised Statutes, 18-9-117(b), the Board also has the power to control, manage and supervise the buildings and property, and to adopt such orders, rules or regulations as are reasonably necessary for the administration, protection and maintenance of such buildings and property.

The Center has several indoor and outdoor areas that can be made available by the Board for public use. Such use incurs costs related to maintenance, improvements, security and management. Usage fees are charged to offset a portion of those costs.

SCOPE

This policy applies to all users of the Fred R. Field Western Heritage Center.

DEFINITIONS

- Fred R. Field Western Heritage Center: Any and all structures and grounds located at 275 S. Spruce Street, Gunnison, CO 81230.
- Smoking: The act of releasing particles into the air from the use of pipes, cigars, cigarettes and/or electronic smoking devices.

POLICY STATEMENTS

Gunnison County reserves the right to control and manage the present and future usage of the facility and to enforce all necessary and proper rules and for its authorized representatives and employees to enforce rules and regulations, maintenance, inspection and repair of the facility. Gunnison County reserves the right, but not the duty, through it duly appointed representative to eject any person(s) from the Center's premises for violation of these rules or of any law or ordinance.

Scheduling.

Indoor and outdoor areas and meeting rooms at the Center may be scheduled for use by contacting Center staff directly at (970) 641-8561. Scheduling will be done on a first-come, first-served basis.

Use:

1. All users will be required to sign a user's contract (see attached) prior to Center use.
2. The Center will be used in a safe and careful manner. Users will comply with all applicable municipal, County, State and Federal laws, rules and regulations as may be in force and effect during their scheduled event.
3. Users must obtain all required permits and licenses, including those required by the City of Gunnison, Gunnison County, State and/or Federal government for the scheduled usage. All taxes must be paid promptly according to the nature of the usage.

4. Users are responsible for clean-up of utilized spaces and parking areas. The person signing the contract will be individually responsible for any damages to the building or for any fees charged for clean-up.
5. Unless otherwise arranged in advance, users will be responsible for setting up and taking down chairs and tables.
6. Any special equipment requirements must be stated on the contract.
7. Gunnison County will not be responsible for losses due to theft, fire or vandalism during contracted use of the Center. Any special equipment furnished by the user will be the responsibility of the user.
8. Nails or other objects will not be placed in any of the Center's walls. Masking tape or painter's tape may be used on walls.
9. Smoking (see definition) is not allowed within 30 feet of any Center building.
10. All animals, domestic or otherwise, are restricted to the outdoor arena and pavilion, stalls, pens and trailers when not physically being moved from one location to another by a qualified animal handler. No animals will be allowed in Center facilities or on Center grounds, unless specifically allowed by Gunnison County Policy #5.2.3.
11. Only designated Center staff and other staff-trained persons may operate the PA systems.
12. Parking shall be in designated areas only. Users are responsible for parking control and ensuring that fire lanes and access lanes are kept clear of obstruction.
13. General Center hours are from 7:00 am to 11:00 pm. Exceptions may be granted with prior approval from the Fairgrounds Manager. Use lasting later than 11:00 pm will result in an additional charge of \$25 per night.
14. If any event will require extra costs (such as increased staffing, insurance, etc.), the Fairgrounds Manager will charge the user for the anticipated costs related to the event in advance.
15. Gunnison County is not responsible for providing AV equipment unless agreed to in the use contract. Gunnison County is not responsible for providing technical assistance.
16. It is the responsibility of the user to make arrangements to pick up and return any and all building/room keys. Lost keys will result in a fine of \$100, per key, and possible loss of the privilege to use the Center.
17. Users must be respectful of users in other rooms at the Center, including maintaining appropriate noise levels and not allowing children/youth to roam around the Center.

Equine Activity Sponsor and/or Equine Professional and/or Other Non-Commercial Activity Sponsors:

Equine activity sponsors and/or equine professionals, as defined by C.R.S. 13-21-119 and may be amended, are not obligated to obtain insurance covering injury to spectators at equine activities as a condition of Center use.

A sponsor of an activity at the Center that does not charge an admission to such activity is not obligated to obtain insurance covering injury to spectators at such non-commercial activity as a condition of Center use.

This policy shall not be construed to be a waiver of limits of or exemptions from liability by the Board of County Commissioners, including its elected or appointed officers, employees or agents, under C.R.S. 13-21-119 and/or C.R.S. 24-10-101 *et seq.*

This policy is not and shall not be construed to be an acceptance, either partially or wholly, by the Board of County Commissioners, and/or its elected or appointed officers, employees and agents, of any risk or liability of any equine activity sponsor, equine professional, sponsor of non-commercial activity or spectator at the Center.

This policy is not and shall not be construed to be advice or counsel, legal or otherwise, to equine activity sponsors or equine professionals or sponsors of non-commercial activity who may use the Center whether to obtain insurance for spectators of equine activities or non-commercial activities.

The Center will post and maintain signage containing the warning language specifically required by and in the manner outlined by C.R.S. 13-21-119, as it may be amended.

Fees:

The fees below will be charged and collected by Center staff for use of the Center, and fees must be paid in advance of the scheduled use. Stated fees are for daily use unless otherwise stated, and fees will

not be prorated for portions of a day. No fee listed below may be reduced or waived without pre-approval from the Board. However, if time constraints are an issue, such pre-approval may be provided by the County Manager so long as that decision is acknowledged by the Board during the next available regular meeting. Use of the Center for official County and 4H activities will not incur fees.

Area/Room	Description	Daily Fee (unless noted)	Additional Information
McDonough Room	Small conference room downstairs, 24' x 24', seats 35.	\$33	Reservations may be made no more than 30 days prior to use. Users are responsible for arranging the room for use and leaving the room as they found it.
Hartman Room	Upstairs conference room, 34' x 57', seats 50.	\$70	Food and drink are not allowed in this carpeted area.
Van Tuyl Room	Concrete-floored multi-purpose room, 50' x 80', seats 220.	\$85 for up to 150 people. \$116 for up 151-220 people.	
Esty Room	Rubber-floored multi-purpose room, 125' x 80', seats 400.	\$74 for up to 40 people. \$158 for 51-150 people. \$200 for 151-400 people.	
Kitchen	Refrigerator, sinks, sanitizer, ice-maker, two ovens, four-burner stove, commercial microwave oven, and food preparation surfaces.	\$40	
Outside Arena and Pavilion		\$110 (arena will be watered before event and worked with drag each morning), plus \$50 for midday working and \$46/hour if tractor and driver are requested to be available for dragging between barrel racers.	Use for clinics, horse shows, circuses, lessons, and motor sports.
		\$1,000	Mud races
		\$1,200 per Season	Use by local team-roping and barrel-racing clubs that use the Center for weekly events from May through September annually.
Arena Only		\$25 annually	Use by individuals.
Pavilion Only	50' x 80'	\$50	
Vehicle Parking Only	Approximately 10 acres.	\$30 per vehicle if camping with access to electric; \$25 per vehicle if camping with access to water and electric; there is no charge for dry camping if meeting space, pavilion and/or arena are rented concurrently.	RV conventions and Jeep Jamborees. Groups must provide additional dumpsters and portable toilets.
Covered Stalls & Outside Pens	Stalls hold one animal, pens hold more than one animal.	\$20 per stall or pen	Stalls are to be left clean. Locations are identified in each barn for manure and shavings.
Alcohol	Serving and/or selling alcohol anywhere on Center property.	\$90	Users provide their own alcohol. Serving and/or selling alcohol at the Center

			requires prior approval. See below for more information.
Dance Floor	Up to 450 square feet.	\$100	
Portable Stage	Up to six sections (each are 4' x 8') are available for various configurations.	\$10	
LCD Projector		\$10	
Sound Equipment	Amplifier, speakers, corded/wireless mics.	\$10	
Podium	Standing and table-top options.	\$4	

Serving Alcohol:

Alcoholic beverages may be served, but NOT SOLD, at the Center when the Center is rented for a private function and the event is by invitation only. If there is any doubt as to whether your function is considered private, please call the City Clerk’s Office at 970-641-8080. A written request describing the event must be submitted for approval at least 72 hours prior to the event to Gunnison County Deputy County Manager Marlene Crosby or designated staff member at 195 Basin Park Drive, Gunnison Colorado 81230. The request must include the following information or it will not be processed:

1. Name of Person/Organization renting the facility
2. Address of contact person responsible for ensuring compliance with the conditions imposed
3. Phone number (if available) of contact person
4. Date of the Event
5. Time of the Event
6. Type of Event (wedding reception, birthday party, etc.)

Gunnison County reserves the right to approve, deny or place conditions on any request to serve alcoholic beverages at the Center.

Selling Alcohol:

Alcoholic beverages MAY BE SOLD, but only with prior approval of the City of Gunnison and the State of Colorado in compliance with the Special Events Liquor Permit application that must be submitted to the City of Gunnison no later than 30 (thirty) days prior to the event.

A written request describing the event must also be submitted for approval at least 72 hours prior to the event to Gunnison County Deputy County Manager Marlene Crosby or designated staff member at 195 Basin Park Drive, Gunnison Colorado 81230. Gunnison County reserves the right to approve, deny or place conditions on any request to sell alcoholic beverages at the facility. The request must include the following information or it will not be processed:

1. Name of Person/Organization renting the facility
2. Address of contact person responsible for ensuring compliance with the conditions imposed
3. Phone number (if available) of contact person
4. Date of the Event
5. Time of the Event
6. Type of Event (wedding reception, birthday party, etc.)

COMPLIANCE

This policy shall be complied with in all respects. Revisions to this policy may occur. However, when deemed necessary in order to fully protect the County’s interests, the interest of the public, and to more fully protect the safety of the public, including employees governed by this policy, this policy may be changed without notice.

APPLICABLE LEGISLATION AND/OR RELATED REGULATIONS, POLICIES AND FORMS

1. C.R.S. 13-21-119. Equine activities – llama activities – legislative declaration – exemption from civil liability.
2. C.R.S. 18-9-117. Unlawful conduct on public property.
3. C.R.S. 24-10-101, *et seq.* Governmental immunity.
4. Gunnison County Policy #5.2.3. Allowances, Restrictions and Responsibilities Regarding Animals in County Facilities and on County Grounds.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Water and Sewer Resolutions:

Action Requested: Motion

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Water and Sewer Resolutions with updated Utility Investment Fees

Fiscal Impact:

Submitted by: Agnes Kroneraff

Submitter's Email Address: akroneraff@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak

Discharge Date: 1/28/2022

County Attorney Review:

Required

Not Required

Comments:

Appears legally sufficient. Note BOCC could consider adding ability to recoup "reasonable attorney fees, and other costs of collection" to these resolutions per Colo. Rev. Stat. Ann. § 30-20-402(f). MRH

Reviewed by: GUNCOUNTY1\mhoyt

Discharge Date: 1/28/2022

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 1/28/2022

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 2/1/2022

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR
SEWER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON
COUNTY WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 21-31

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Antelope Hills Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate according to Appendix A

attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Antelope Hills Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars (\$2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars (\$2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars (\$2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER**

QTRLY BASE RATE

RESIDENTIAL	\$	143.70	per quarter			
COMMERCIAL	\$	143.70	per quarter	X	factor	X # of factor units
VACANT LOT	\$	48.00	per quarter			
ADD'L INSPECTION FEE	\$	50.00	per additional inspection			

APPENDIX B

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE**

<u>WATER SUPPLY SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE/ WORKFORCE* FEE</u>
3/4"	\$ 8,000.00	\$ 5,000.00
1"	\$ 14,400.00	\$ 9,000.00
1 1/2"	\$ 32,000.00	\$ 20,000.00
2"	\$ 56,000.00	\$ 35,000.00
3"	\$ 112,000.00	\$ 70,000.00
4"	\$ 192,000.00	\$ 120,000.00
6"	\$ 384,000.00	\$ 240,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

APPENDIX C

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS**

<u>CUSTOMER CLASSIFICATION</u>	<u>FACTOR</u>	<u>FACTOR UNIT</u>
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR
WATER SERVICE WITHIN THE ANTELOPE HILLS DIVISION OF THE GUNNISON
COUNTY WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 21-35

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Antelope Hills Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Antelope Hills Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for water service tap connection within the Antelope Hills Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

5. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars (\$3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars (\$3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars (\$3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

6. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Antelope Hills Division unless the utility investment fee for that parcel has been paid in full as set forth above.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.

10. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

11. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

12. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER**

	<u>QTRLY BASE RATE</u>	<u>BASE GAL.</u>	<u>OVERAGE RATES</u>
RESIDENTIAL	\$ 165.30 per quarter	18,000	\$ 4.50 / 1,000 gal. to 36,000 gal. \$ 7.20 / 1,000 gal. over 36,000 gal.
AVAILABILITY OF SERVICE	\$ 33.00 per quarter		
ADD'L INSPECTION FEE	\$ 50.00 per additional inspection		

APPENDIX B

**GUNNISON COUNTY, COLORADO
ANTELOPE HILLS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER UTILITY INVESTMENT FEE**

<u>METER SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE/ WORKFORCE* FEE</u>
3/4"	\$ 6,000.00	\$ 1,680.00
1"	\$ 8,000.00	\$ 2,240.00
1 1/2"	\$ 11,000.00	\$ 3,080.00
2"	\$ 14,000.00	\$ 3,920.00
3"	\$ 21,000.00	\$ 5,880.00
4"	\$ 28,000.00	\$ 7,840.00
6"	\$ 41,000.00	\$ 11,480.00

NOTE: Fees are based on water meter size.

* Deed restricted housing unit.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR
SEWER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON
COUNTY WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 21-34

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Dos Rios Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee

amount will equal the product of the current residential sewer rate according to Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Dos Rios Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars (\$2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars (\$2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars (\$2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER**

QTRLY BASE RATE

RESIDENTIAL	\$	158.40	per quarter			
COMMERCIAL	\$	158.40	per quarter	X	factor	X # of factor units
VACANT LOT	\$	54.30	per quarter			
ADD'L INSPECTION FEE	\$	50.00	per additional inspection			

APPENDIX B

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE**

WATER SUPPLY SIZE	FEE	AFFORDABLE/ WORKFORCE* FEE
3/4"	\$ 8,000.00	\$ 5,000.00
1"	\$ 14,400.00	\$ 9,000.00
1 1/2"	\$ 32,000.00	\$ 20,000.00
2"	\$ 56,000.00	\$ 35,000.00
3"	\$ 112,000.00	\$ 70,000.00
4"	\$ 192,000.00	\$ 120,000.00
6"	\$ 384,000.00	\$ 240,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS**

CUSTOMER CLASSIFICATION	FACTOR	FACTOR UNIT
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR
WATER SERVICE WITHIN THE DOS RIOS DIVISION OF THE GUNNISON
COUNTY WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 21-36

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for water facilities; and

WHEREAS, Gunnison County must upgrade and maintain the water lines and treatment facilities within the Dos Rios Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Water User Fees. User fees for each residence will be charged upon final meter inspection by the Gunnison County Utility Department. Any user with a three-quarter inch (3/4") meter will be considered a residential user for billing purposes. Additionally, all integrated secondary residences, secondary or accessory residences, multiple-family residences, townhomes, or condominiums will be billed at the residential rate. Base user fees will be billed in advance and overage user fees will be billed in arrears.

3. Commercial Water User Fees. User fees for each commercial connection will be charged upon final meter inspection by the Gunnison County Utility Department. Base user fees will be billed in advance and overage user fees will be billed in arrears. The base user fee will equal the product of the Equivalent Residential Units (ERUs), seventy-five percent (75%), and the current residential base rate according to Appendix A attached hereto. The ERUs will equal the

product of the factor according to Appendix C and the number of factor units according to Appendix C.

The base gallons for each commercial connection will equal the product of the ERUs and the residential base gallons according to Appendix A attached hereto.

4. Availability of Service Fee. An availability of service fee will be charged for each parcel of real property in the Dos Rios Division which has water service available to that parcel but which parcel is not connected to the Division water lines. The availability of service fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for water service tap connection within the Dos Rios Division for each connection based on Appendix B attached hereto according to meter size. The utility investment fee includes the cost of a Gunnison County water meter and required installation materials. This fee also includes the first inspection of the meter. If an additional inspection is required, the additional inspection fee will be charged.

6. Excessive Connection Costs. Water service will be extended to the property line, unless cost of such extension of service exceeds three thousand dollars (\$3,000) or the product of the number of new users to be served by said sewer extension and three thousand dollars (\$3,000). Costs exceeding three thousand dollars for a single user or the product of the number of new users to be served by said sewer extension and three thousand dollars (\$3,000) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Dos Rios Division unless the utility investment fee for that parcel has been paid in full as set forth above.

8. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the water system is used.

9. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

10. Additional Inspection Fee. The first inspection of the water service line is included with the meter fee. If an additional inspection is required, the additional inspection fee will be charged.

11. Repair Responsibility. Customers are responsible for costs associated with leaks and repairs that occur after water has passed through the curb stop. The County is responsible for costs associated with leaks and repairs on the main line, the service line that reaches from the main line to the curb stop, and the curb stop.

12. Meter Malfunction. Should a customer reasonably and prudently believe a meter is malfunctioning, a replacement meter and/or readout will be provided free of charge. The replacement meter and/or readout must be installed by a licensed plumber at the customer's expense.

13. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER**

	<u>QTRLY BASE RATE</u>	<u>BASE GAL.</u>	<u>OVERAGE RATES</u>
RESIDENTIAL	\$ 117.90 per quarter	18,000	\$ 6.77 / 1,000 gal. to 36,000 gal. \$ 10.71 / 1,000 gal. over 36,000 gal.
COMMERCIAL	See Appendix C	See Appendix C	\$ 7.12 / 1,000 gal. over base gal.
AVAILABILITY OF SERVICE	\$ 49.50 per quarter		
ADD'L INSPECTION FEE	\$ 50.00 per additional inspection		

APPENDIX B

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - WATER UTILITY INVESTMENT FEE**

<u>METER SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE/ WORKFORCE* FEE</u>
3/4"	\$ 6,000.00	\$ 1,680.00
1"	\$ 8,000.00	\$ 2,240.00
1 1/2"	\$ 11,000.00	\$ 3,080.00
2"	\$ 14,000.00	\$ 3,920.00
3"	\$ 21,000.00	\$ 5,880.00
4"	\$ 28,000.00	\$ 7,840.00
6"	\$ 41,000.00	\$ 11,480.00

NOTE: Fees are based on water meter size.

* Deed restricted housing unit.

APPENDIX C

**GUNNISON COUNTY, COLORADO
DOS RIOS DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS**

<u>CUSTOMER CLASSIFICATION</u>	<u>FACTOR</u>	<u>FACTOR UNIT</u>
Office	1.0000	Office
Veterinary Clinic	1.0000	Veterinary Clinic
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club (Dos Rios Country Club)	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity
Concrete Plant	13.0000	Concrete Plant

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR
SEWER SERVICE WITHIN THE NORTH GUNNISON DIVISION OF THE GUNNISON
COUNTY WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 21-32

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the North Gunnison Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the North Gunnison Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. Multiple-family residences are considered commercial accounts for billing purposes. User fees will be billed in advance.

3. Commercial Sewer Fee. User fees for connection of units will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. The fee amount will equal the product of the current residential sewer rate (partial tap) according to

Appendix A attached hereto, the factor according to Appendix C, and the number of factored units according to Appendix C. User fees will be billed in advance.

4. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the North Gunnison Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

5. Utility Investment Fee. There is a fee for sewer service tap connection within the North Gunnison Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

6. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars (\$2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars (\$2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars (\$2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

7. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

8. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

9. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the North Gunnison Division unless the utility investment fee for that parcel has been paid in full as set forth above.

10. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

11. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER**

QTRLY BASE RATE

RESIDENTIAL-PHASE I	\$ 211.90	per quarter			
*Original users adjacent to City of Gunnison system					
RESIDENTIAL-PHASE II	\$ 309.80	per quarter			
*All users for which the sytem was extended during USDA/DOLA/CWPA construction					
COMMERCIAL	\$ 309.80	per quarter	X	factor	X # of factor units
VACANT LOT	\$ 190.30	per quarter			
ADD'L INSPECTION FEE	\$ 50.00	per additional inspection			

APPENDIX B

**GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE**

WATER SUPPLY SIZE	STANDARD FEE		AFFORDABLE/ WORKFORCE* FEE
	PAYING AVAILABILITY	NOT PAYING AVAILABILITY	
3/4"	\$8,000	\$13,000	\$5,000
1"	\$14,400	\$19,400	\$9,000
1 1/2"	\$32,000	\$37,000	\$20,000
2"	\$56,000	\$61,000	\$35,000
3"	\$112,000	\$117,000	\$70,000
4"	\$192,000	\$197,000	\$120,000
6"	\$384,000	\$389,000	\$240,000

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

APPENDIX C

**GUNNISON COUNTY, COLORADO
NORTH GUNNISON DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF FACTORS**

<u>CUSTOMER CLASSIFICATION</u>	<u>FACTOR</u>	<u>FACTOR UNIT</u>
Residence	1.0000	Residence
Integrated Secondary Residence	0.0000	Integrated Secondary Residence
Secondary or Accessory Residence	0.7500	Secondary or Accessory Residence
Mobile Home in Centrally Owned Park	0.7500	Mobile Home
Multiple-family Residence	1.0000	Residence
Townhouse, Townhome, or Condominium	1.0000	Townhouse, Townhome, or Condominium
Small Office	0.5000	Office
Large Office	1.0000	Office
Veterinary Clinic	2.0000	Veterinary Clinic
Church	1.0000	Church
Motel Room w/ kitchen	0.7500	Motel Room
Motel Room w/o kitchen	0.2000	Motel Room
Campground w/ full sewer hookup	0.2000	Camp Space
Campground w/ water only	0.0525	Camp Space
Restaurant w/ banquet facilities	0.0525	Seating Capacity
Restaurant	0.0500	Seating Capacity
Golf Club	0.0500	Seating Capacity
Lounge	0.0250	Seating Capacity

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR
SEWER SERVICE WITHIN THE SOMERSET DIVISION OF THE GUNNISON
COUNTY WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 21-33

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the operation of the sewage treatment system providing service to the Somerset Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Somerset Division; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The rate schedule is adopted each year as part of the budget process and is available as Appendix A attached hereto. The schedule of rates will remain in full force and effect for the calendar year for which it was approved. The rate structure will be published in the newspaper and is available from the Gunnison County Finance Office at 200 East Virginia, Gunnison, CO 81230. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Residential Sewer Fee. User fees for connection of each residence, as defined in the Gunnison County Land Use Resolutions (LUR), to the Gunnison County collection system will be charged upon installation of the service line and the approval of the Gunnison County Utility Manager. Residences with an integrated secondary residence are counted as if they were just one residence. User fees will be billed in advance.

3. Vacant Lot Sewer Fee. A vacant lot sewer fee will be charged for each parcel of real property in the Somerset Division which has sewer service available to that parcel but which parcel is not connected to the Division sewer lines. The vacant lot sewer fee will start on the date of final board approval for proposed property developments, subdivisions, etc.

4. Utility Investment Fee. There is a fee for sewer service tap connection within the Somerset Division for each connection based on Appendix B attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

5. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars (\$2,500) or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars (\$2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars (\$2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

6. Minimum Charges. Any property connected to the system shall pay the minimum rate for four quarters per year whether or not the property is occupied or the sewer system is used.

7. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

8. Building Permit Shall Not Be Issued. No building permit shall be issued for any building on a parcel of land in the Somerset Division unless the utility investment fee for that parcel has been paid in full as set forth above.

9. Additional Inspection Fee. The first inspection of the sewer service line is included with the utility investment fee. If an additional inspection is required, a flat fee will be charged for each additional inspection.

10. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
SOMERSET DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER**

QTRLY BASE RATE

RESIDENTIAL	\$	266.94	per quarter
VACANT LOT	\$	88.09	per quarter
ADD'L INSPECTION FEE	\$	50.00	per additional inspection

APPENDIX B

**GUNNISON COUNTY, COLORADO
SOMERSET DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE**

<u>WATER SUPPLY SIZE</u>	<u>STANDARD FEE</u>	<u>AFFORDABLE/ WORKFORCE* FEE</u>
3/4"	\$ 8,000.00	\$ 5,000.00
1"	\$ 14,400.00	\$ 9,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.

* Deed restricted housing unit.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___**

**A RESOLUTION ESTABLISHING THE SCHEDULE OF FEES AND RATES FOR
SEWER SERVICE WITHIN THE TOMICHI DIVISION OF THE GUNNISON COUNTY
WATER AND SEWER DISTRICT**

THIS RESOLUTION SUPERSEDES RESOLUTION 21-30

WHEREAS, pursuant to Colorado Revised Statute 30-20-402(1)(f), the Board of County Commissioners of Gunnison County, Colorado may prescribe, revise and collect, in advance or otherwise, rates, fees, tolls and charges, including but not limited to availability fees, utility investment fees, and reasonable delinquency penalties for sewerage facilities; and

WHEREAS, there have been increased ongoing operation costs for the cooperative agreement between Gunnison County and the City of Gunnison concerning the operation of the sewage treatment plant providing service to the Tomichi Division; and

WHEREAS, Gunnison County must upgrade and maintain the collection lines within the Tomichi Division; and

WHEREAS, the Tomichi Division currently serves a single customer; and

WHEREAS, it is the desire of the Board of County Commissioners not to pay for such costs from the capital reserve;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners that:

1. Schedule of Rates. The customer currently served by the Tomichi Division will pay actual costs of operation and maintenance of the Tomichi Division. Payments will be made on a reimbursement basis, billed by the end the month following each calendar quarter. Amounts due will be considered past due if unpaid by the end of the calendar quarter following the then current calendar quarter. Any past due account shall be subject to a penalty charge of 1% per month or portion thereof, and any past due amount may, at the option of the Gunnison County Finance Office, be certified for collection in the manner as though they were part of the taxes pursuant to Colorado Revised Statute 30-20-420.

2. Utility Investment Fee. There is a fee for sewer service tap connection within the Tomichi Division for each connection based on Appendix A attached hereto according to water supply size. Water supply size is either the meter size or line size from the well to the structure when no meter is present.

3. Excessive Connection Costs. Sewer service will be extended to the property line, unless cost of such extension of service exceeds two thousand five hundred dollars (\$2,500) or the product of the number of new users to be served by said sewer extension and two thousand five

hundred dollars (\$2,500). Costs exceeding two thousand five hundred for a single user or the product of the number of new users to be served by said sewer extension and two thousand five hundred dollars (\$2,500) will be the sole responsibility of the property owner(s) to be served. An estimate of the total costs will be provided to users in advance of work performed. Such work will be managed by Gunnison County staff.

4. Minimum Charges. The user connected to the system shall pay the actual costs four quarters per year whether or not the property is occupied or the sewer system is used.

5. Perpetual Lien. Until paid, all fees, rates, tolls, penalties, interests on delinquencies, and other costs shall constitute a perpetual lien on and against the property served, and any such lien may be collected in any manner legally permissible, including certification to the Gunnison County Treasurer as provided by law.

6. Fees May Be Amended. The fees hereby established may be amended from time to time by the Board of County Commissioners. It is the intention of the Board of County Commissioners that a review of the fees and rates be conducted each year, if such review is not conducted, the then current fees shall remain in full force and effect.

BE IT FURTHER RESOLVED THAT these fees shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner _____, seconded by
Commissioner _____, and adopted this ____ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

By _____
Jonathan Houck, Chairperson

By _____
Roland Mason, Vice-Chairperson

By _____
Liz Smith, Commissioner

Attest:

Deputy County Clerk

APPENDIX A

**GUNNISON COUNTY, COLORADO
TOMICHI DIVISION OF THE GUNNISON COUNTY SEWER AND WATER DISTRICT
SCHEDULE OF RATES - SEWER UTILITY INVESTMENT FEE**

<u>WATER SUPPLY SIZE</u>	<u>STANDARD FEE</u>
3/4"	\$ 8,000.00
1"	\$ 14,400.00
1 1/2"	\$ 32,000.00
2"	\$ 56,000.00
3"	\$ 112,000.00
4"	\$ 192,000.00
6"	\$ 384,000.00

NOTE: Fees are based on either the water meter size or the line size from the well to the structure when no meter is present.