1 - REV_Agenda, June 7, 2022 BOCC Regular Meeting

2a - Alcohol Bev Lic 05-32593-0002, John Ferro LLC dba Ferros Liquors

2b - Alcohol Bev Lic 03-11784, Birdsey Enterprises LLC dba Taylor Park Marina

2c - Alcohol Bev Lic 034-01378, Elk Creek Marina LLC dba Pappys Restaurant

2d - Alcohol Bev Lic 04-00106, Elk Creek Marina LLC dba Lake Fork Marina

2e - Alcohol Bev Lic 04-00107, Elk Creek Marina LLC dba Elk Creek Marina

2f - Fermented Malt Bev, Alcohol Bev Lic 04-01232, SkyHigh Colorado LLC dba Taylor Park Trading Post

3 - Scheduling Calendar, June 3 to July 12, 2022

4 - consent 1, MOU, West Region Wildfire Council_Title III Award funds

4 - consent 2, Ratification of Proclamation_Marlene Crosby Day, May 18, 2022

4 - consent 3, Approval At Large Appointments to GBSGSC_J Young, P Magee

4 - consent 4, Option Letter No 4, 2023 0069, CDPHE, GC Family Planning, WWC

4 - consent 5, IGA to Disburse HRSA Grant Monies_COVID-19 vaccine access, Hinsdale Co Schools Distr

4 - consent 6, Ack of CM Signature, CDHS Div of Child Suport Svcs Contract Amend1_22 IHGA 175876 Equifax

4 - consent 7, Professional Svcs Agreement, Brodsky Research and Consulting, Gunnison-Hinsdale ECC

4 - consent 8, IGA Amendment No 4_IHIA 23 QAAA 175642, CDECC_ECC systems building FY2023

4 - consent 9, Profession Svcs Agreement, RT Welter and Assoc

4 - consent 10, Educational Affiliation Agreement CSPH, summer intern

4 - consent 11, Commercial Lease Agreement, Crystal River Civic Commission dba Marble Hub

5a - Resolution Delegating Authority to VP of GVH Autority to Negotiate Real Property transaction

5b - Bureau of Justice Grant App Opportunity

6a - Approve of Stamp Signatures, Schedule A Agreements_83, GMUG Coop Forest Rd Agreement

6b - Insurance Liability Variance Rquest; UVTR and GC Sno Trackers

7 - Vouchers_Transfers_March 2022 Sales Tax-LMD Reports

8 - Resolution Changing the Designation of Lot LNQ-1

9 - Resolution Amending Res No 22-21 Schedule of Fees_Comm Dev Permit Apps

10 - Gunnison Ranchland Conservation Legacy Grant Agreement

11 - GC Food Pantry Food for Life Expansion Project

12 - Approval for CO Dept of EC Universal Pre-K Application

13 - Adoption of GC Ordinance No 19

14 - Intro, Reading and Instructions_GC Ordinance No 20

15 - Appoint Voting Delegate to 2022-23 NACo

16 - Gunnison Co BOCC Strategic Plan

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA REVISION #1

DATE: **Tuesday, June 7, 2022**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

8:30 am

- Call to Order
- Alcohol Beverage License #05-32593-0002; John Ferro LLC dba Ferros Liquors; Effective Date 4/30/2022 - 4/30/2023
- Alcohol Beverage License #03-11784; Birdsey Enterprises LLC dba Taylor Park Marina; Effective Date 6/11/2022 – 6/11/2023
- Alcohol Beverage License #03-01378; Elk Creek Marina LLC dba Pappy's Restaurant; Effective Date 6/03/2022 – 6/03/2023
- Alcohol Beverage License #04-00106; Elk Creek Marina LLC dba Lake Fork Marina; Effective Date 6/03/2022 – 6/03/2023
- Fermented Malt Beverage, Alcohol Beverage License #04-00107; Elk Creek Marina LLC dba Elk Creek Marina; Effective Date 6/03/2022 - 6/03/2023
- Fermented Malt Beverage, Alcohol Beverage License #04-01232; SkyHigh Colorado LLC dba Taylor Park Trading Post; Effective Date 7/01/2022 - 7/01/2023
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Scheduling
  1. Calendar Approval
  2. Colorado Counties Inc (CCI) Winter Conference December 12-14, 2022; BOCC Work Session scheduled for December 13, 2022
- 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. Memorandum of Agreement; West Region Wildfire Council; Regarding Title III Awards for 2013-2021 Associated with Wildfire Mitigation Activities in Gunnison County, Colorado; Transfer Amount $50,524.66
  2. Ratification of a Proclamation declaring Marlene Crosby Day in the County of Gunnison, Colorado; May 18, 2022
  3. Approval for new Research and Education At-Large Appointments to the Gunnison Basin Sage-grouse Strategic Committee; Jessica Young (Regular) and Pat Magee (Alternate)
  4. Option Letter #4, Contract No. 2023*0069; Colorado Department of Public Health and Environment (CDPHE); Gunnison County Family Planning, Women's Wellness Connection; for Early Detection of Cervical and Breast Cancer; 6/30/2022 to 12/31/2022; $8,268
  5. Intergovernmental Agreement to Disburse HRSA Grant Monies to Increase COVID-19 Vaccine Access; Hinsdale County School District; 5/03/2022 to 7/30/2022; $85,056
  6. Acknowledgment of County Manager's Signature; Contract Amendment #1, No. 22 IHGA 175876; Colorado Department of Human Services, Division of Child Support Services; for Equifax "The Work Number" income verification service; 6/01/2022 to 5/31/2023; $1,293.03

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.*

- Consent Agenda (*continued*):
  7. Professional Services Agreement; Brodsky Research and Consulting; Consultation and Cost Analysis for Gunnison-Hinsdale Early Childhood Council; 2/23/2022 to 9/01/2022; not to exceed $19,500
  8. Intergovernmental Contract Amendment #4, IHIA 23 QAAA 175642; Colorado Department of Early Childhood; Gunnison County Health and Human Services; for the Early Childhood Council Systems Building and Quality Improvement work; extension to Fiscal Year 2023; $108,040
  9. Professional Services Agreement; RT Welter and Associates, Inc; for billing/coding systems training; effective on of signing to January 1, 2023; not to exceed $10,080
  10. Educational Affiliation Agreement; Colorado School of Public Health; Gunnison County Health and Human Services; for a Summer intern; Effective date 6/7/2022
  11. Commercial Lease Agreement; Crystal River Civic Commission dba The Marble Hub; for lease of ground floor and part of second floor of the former Marble City State Bank Building, Marble, Colorado; effective on date of signing, to one year automatically renewable in 2023; Services and Maintenance in lieu of rent

- County Manager's Reports
  1. Gunnison Valley Health Real Estate Purchase; 115 Mountaineer Drive, Gunnison, Colorado
     a. **ADDED:** Resolution; Delegating to the Vice President of Gunnison Valley Health for Administrative Services the Authority to Negotiate and Execute Contracts and Agreements to Purchase County Real Property Located at 115 Mountaineer Drive in Gunnison, Colorado for the Use of the Gunnison Valley Hospital
  2. Gunnison Valley Health Real Estate Purchase; 804 College Avenue, Gunnison, Colorado
  3. Real Estate Purchase; 25125 State Highway 135, Crested Butte, Colorado
  4. Bureau of Justice Assistance (BJA) Grant Application Opportunity; increase to substance abuse services through the GRASP consortium; $1 million over three years

- Deputy County Manager's Reports and Project Updates
  1. Approval and Request for Use of Chair's signature stamp; Schedule A Agreements, 83 total; from the USDA Forest Service's Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forest Cooperative Forest Road Agreement, signed by the BOCC on 4/05/2022
  2. Insurance Liability Variance Request; Uncompahgre Valley Trail Riders (UVTR) and Gunnison County Sno Trackers Snowmobile Club, Inc

9:00 am
- Vouchers and Transfers:
  1. March 2022 Sales Tax – LMD Reports

9:05 am
- Resolution: Changing the Designation of Lot RNQ-1 (Formally RNQ-1 Single Family Lot) Skyland River Neighborhood to Its Original Designation of RNQ-1 (Quadraplex Lot)

9:10 am
- Resolution; Amending Resolution No. 22-21 Schedule of Fees for the Community Development Department Permit Applications

9:15 am
- Approval of Gunnison Ranchland Conservation Legacy Grant Agreement; C Brands Land & Cattle Ranch Conservation Easement project; 333 acres in the Tomichi Creek area of Gunnison County; $105,400

9:25 am
- Gunnison Country Food Pantry Support Request; Food for Life Expansion Project

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA REVISION #1

DATE: **Tuesday, June 7, 2022**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

9:40 am • Approval for Colorado Department of Early Childhood Universal Pre-K Application; for funding of a Local Coordinating Organization (LCO) with Gunnison-Hinsdale Early Childhood Council (GHECC)

9:45 am • Adoption of Gunnison County Ordinance No. 19, An Ordinance Repealing Ordinance No. 11 Regarding Pollution Caused by Wood Smoke

9:50 am • Introduction, Reading and Instructions regarding publication of Gunnison County Ordinance No. 20: An Ordinance Amending the Penalties Set Forth in Ordinance Nos. 14 and 16 Regarding Process to Periodically Ban Open Fires and Identification of "Red Flag" Fire Days

9:55 am • Appointment of Voting Delegate to the 2022-23 National Association of Counties (NACo) Annual Conference; Held July 21-24, 2022

10:00 am • Gunnison County Board of County Commissioners Strategic Plan

BREAK

10:10 am • 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.

10:30 am • Possible Executive Session Pursuant to Colo. Rev. Stat. § 24-6-402(4)(b): Conference with the County Attorney or Deputy County Attorney to receive legal advice in relation to submission of ballot issues to voters in Gunnison County related to taxation and revenues under Colorado Law, including but not limited to TABOR

• Possible executive session pursuant to C.R.S. § 24-6-402(4)(f), personnel matters

• 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=MjNDbTZHTFNrRVdDemZJdC91aVBlZz09

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.*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #05-32593-0002; John Ferr

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Ferros John LLC dba Ferros Liquors

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

Summary:

Liquor License Renewal for Ferros John LLC dba Ferros Liquors

Fiscal Impact:

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/19/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/19/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 2

Agenda Date: 6/7/2022

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LIQUOR STORE

ALCOHOL BEVERAGE LICENSE #05-32593-0002

to sell/serve malt, vinous, spirituous liquor for (off the)-premises consumption in the County of Gunnison, Colorado.

JOHN FERRO LLC DBA FERROS LIQUORS
130 SOAP CREEK RD
GUNNISON, COLORADO 81230-9234

Fee $100.00

Effective Dates: 04.30.2022 – 04.30.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 5-16-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

FERRO JOHN LLC
dba FERROS LIQUORS
3200 SOAP CREEK RD
Gunnison CO 81230-9234

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
05-32593-0002	**April 30, 2023**
License Type: **LIQUOR STORE (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 5/12/2022 SB

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Retail Liquor or Fermented Malt Beverage License Renewal Application

Instructions

1. Complete entire application and attach details, if necessary.
2. Submit application 45 days prior to expiration to your local city or county licensing. **Do not submit to the State.**
3. Submit the appropriate renewal license fee by license type.
4. As of January 1, 2022, a $50.00 annual renewal application fee will be applied to all renewals.

License Type	Fee	License Type	Fee
Fermented Malt Beverage Off Premise (city)	$ 96.25	Hotel & Restaurant / Optional Premise (county)	$ 600.00*
Fermented Malt Beverage Off Premises (county)	$ 117.50	Liquor Licensed Drug Store (city)	$ 227.50
Fermented Malt Beverage On Premise (city)	$ 96.25	Liquor Licensed Drug Store (county)	$ 312.50
Fermented Malt Beverage On Premises (county)	$ 117.50	Liquor Store (city)	$ 227.50
Fermented Malt Beverage On/Off Premises (city)	$ 96.25	Liquor Store (county)	$ 312.50
Fermented Malt Beverage On/Off Premises (county)	$ 117.50	Lodging and Entertainment (city)	$ 500.00
Arts License (city)	$ 308.75	Lodging and Entertainment (county)	$ 500.00
Arts License (county)	$ 308.75	Optional Premises (city)	$ 500.00
Beer & Wine (city)	$ 351.25	Optional Premises (county)	$ 500.00
Beer & Wine (county)	$ 436.25	Racetrack License (city)	$ 500.00
Brew Pub (city)	$ 750.00	Racetrack License (county)	$ 500.00
Brew Pub (county)	$ 750.00	Resort Complex (city)	$ 500.00
Campus Liquor Complex (city)	$ 500.00	Resort Complex (county)	$ 500.00
Campus Liquor Complex (county)	$ 500.00	Related Facility - Campus Liquor Complex (city)	$ 160.00
Campus Liquor Complex (state)	$ 500.00	Related Facility - Campus Liquor Complex (county)	$ 160.00
Club License (city)	$ 308.75	Related Facility - Campus Liquor Complex (state)	$ 160.00
Club License (county)	$ 308.75	Retail Gaming Tavern (city)	$ 500.00
Distillery Pub (city)	$ 750.00	Retail Gaming Tavern (county)	$ 500.00
Distillery Pub (county)	$ 750.00	Tavern (city)	$ 500.00
Hotel & Restaurant (city)	$ 500.00	Tavern (county)	$ 500.00
Hotel & Restaurant (county)	$ 500.00	Vintner's Restaurant (city)	$ 750.00
Hotel & Restaurant / Optional Premise (city)	$ 600.00*	Vintner's Restaurant (county)	$ 750.00

* Plus $100.00 for each additional optional premise(s)

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

received 4-7-2022

Fees Due	
Renewal Fee	
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name	Doing Business As Name (DBA)			
Ferro John	Ferros Liquors			
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
05-32593	Liquor Store	05325930002	4-30-21	3-16-2021
Business Address				**Phone Number**
3200 Soap Creek Road Gunnison CO 81230				970-497-9981
Mailing Address			**Email**	
PO Box 853, Gunnison CO 81230				
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
John Ferro	1-28-39	3200 Soap Creek Rd Gunnison CO 81230		970-497-9981

1. Do you have legal possession of the premises at the street address above? ☐ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☐ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
John Ferro, Ferros Liquors	Owner
Signature	**Date**
John Ferro	3-20-2022

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		4-7-2022
Signature	**Title**	**Attest**
Hailey Lemaster	County Clerk	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage Licenses for: Birdsey Enterprise

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License renewals

Fiscal Impact:

Submitted by: Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 4

Agenda Date: 6/7/2022

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-11784
to sell/serve malt, vinous, spirituous liquor for (off the)-premises consumption in the County of Gunnison, Colorado.

BIRDSEY ENTERPRISES LLC DBA TAYLOR PARK MARINA
21700 COUNTY ROAD 742
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 06.11.2022 – 06.11.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 5-31-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

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DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

BIRDSEY ENTERPRISES LLC
dba TAYLOR PARK MARINA
21700 CR 742
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-11784	**June 11, 2023**
License Type: **LIQUOR STORE (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 5/26/2022 ZER

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

TAYLOR PARK MARINA
509 33 ROAD
Clifton CO 81520

received
4-4-2022

Fees Due	
Renewal Fee	362.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$362.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name	Doing Business As Name (DBA)			
BIRDSEY ENTERPRISES LLC	TAYLOR PARK MARINA			
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
03-11784	Liquor Store (county)	32958243	06/11/2022	04/27/2022
Business Address				**Phone Number**
21700 CR 742 Almont CO 81210				9706412922
Mailing Address			**Email**	
509 33 ROAD Clifton CO 81520			taylorparkmarina@gmail.com	
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
Ryan Birdsey	1/14/83	509 33 Road, Clifton, CO 81520		970-270-9583

1. Do you have legal possession of the premises at the street address above? ☑ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☑ No

3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☑ No

3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☑ No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☑ No

5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☑ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☑ No

7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☑ No

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, Ryan N Birdsey am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Birdsey Enterprises LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		Social Security Number/Tax Identification Number
Birdsey Enterprises, LLC DBA Taylor Park Marina		83-2735505
Address		
21700 CR 742		
City	State	Zip
Almont	CO	81210
Home Phone Number	Business/Work Phone Number	
970-290-9583	970-641-2922	
Printed name of person signing on behalf of the Applicant/Licensee		
Ryan N. Birdsey		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)		Date signed
		3/29/22

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Ryan N Birdsey	Owner
Signature	**Date**
	3/29/22

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		4-4-2022
Signature	**Title**	**Attest**
Gunnison	County Clerk	

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage Licenses for: Elk Creek Marina LLC dba Pappy's Restaurant

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License renewals

Fiscal Impact:

Submitted by: Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 4

Agenda Date: 6/7/2022

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK

221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #03-01378

to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

ELK CREEK MARINA LLC DBA PAPPY'S RESTAURANT
24830 HIGHWAY 50
GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 06.03.2022 – 06.03.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 5-12-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

ELK CREEK MARINA LLC
dba PAPPY'S RESTAURANT
24830 US 50
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
03-01378	**June 03, 2023**
License Type: **HOTEL & RESTAURANT (COUNTY)**	
Authorized Beverages: **MALT, VINOUS AND SPIRITUOUS LIQUOR**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 5/26/2022 YHK

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

PAPPY'S RESTAURANT
103 W TOMICHI AVE
Gunnison CO 81230

received
5-12-2022

Fees Due	
Renewal Fee	550.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name	Doing Business As Name (DBA)			
ELK CREEK MARINA LLC	PAPPY'S RESTAURANT			
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
03-01378	Hotel & Restaurant	30256337	06/03/2022	04/19/2022
Business Address				**Phone Number**
24830 US 50 Gunnison CO 81230				9706424521
Mailing Address			**Email**	
103 W TOMICHI AVE Gunnison CO 81230			cloken@whrus.com	
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
Eric Loken	4/9/1978	702 Andrew Lane Gunnison, Co 81230		970-275-8110

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☐ Rented* *If rented, expiration date of lease 2025

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Eric Loken	President
Signature	**Date**
	5/12/2022

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Kathy L. Semmens Gunnison County		5-12-2022
Signature	**Title**	**Attest**
Kathy L. Semmens	County Clerk	Janie Followell

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage Licenses for: Elk Creek Marina LLC dba Lake Fork Marina

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License renewals

Fiscal Impact:

Submitted by: Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 4

Agenda Date: 6/7/2022

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

LICENSE TYPE

ALCOHOL BEVERAGE LICENSE #04-00106
to sell/serve malt, vinous, spirituous liquor for (off the)-premises consumption in the County of Gunnison, Colorado.

ELK CREEK MARINA LLC DBA LAKE FORK MARINA
1677 HIGHWAY 92
GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 06.03.2022 – 06.03.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 5-12-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

ELK CREEK MARINA LLC
dba LAKE FORK MARINA
1677 HIGHWAY 92
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
04-00106	**June 03, 2023**

License Type
FERMENTED MALT BEVERAGE OFF (COUNTY)

Authorized Beverages
FERMENTED MALT BEVERAGE

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 5/26/2022 YHK

Michelle Stone-Principato

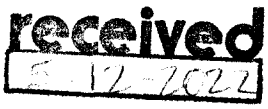
Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

LAKE FORK MARINA
103 W TOMICHI AVE
Gunnison CO 81230



Fees Due	
Renewal Fee	167.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name	Doing Business As Name (DBA)			
ELK CREEK MARINA LLC	LAKE FORK MARINA			
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
04-00106	Fermented Malt	30256337	06/03/2022	04/19/2022
Business Address				**Phone Number**
1677 HIGHWAY 92 Gunnison CO 81230				9706424521
Mailing Address			**Email**	
103 W TOMICHI AVE Gunnison CO 81230			cloken@whcus.com	
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
Eric Loken	4/8/1978	702 Andrew Lane Gunnison, CO 81230		970-275-8110

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☐ Rented* *If rented, expiration date of lease 2025

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Eric Loken	President
Signature	**Date**
	5/12/2022

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		05-12-2022
Signature	**Title**	**Attest**
Patty Seminicon	County Clerk	Diane Falconer

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage Licenses for: Elk Creek Marina LLC dba Elk Creek Marina

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License renewals

Fiscal Impact:

Submitted by: Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 4

Agenda Date: 6/7/2022

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

FERMENTED MALT BEVERAGE

ALCOHOL BEVERAGE LICENSE #04-00107
to sell/Malt Liquor for off premises
consumption in the County of Gunnison, Colorado.

ELK CREEK MARINA LLC DBA ELK CREEK MARINA
24830 HIGHWAY 50
GUNNISON, COLORADO 81230

Fee $100.00

Effective Dates: 06.03.22 – 06.03.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 5-12-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION

1707 Cole Blvd, Suite 300
Lakewood, CO 80401

ELK CREEK MARINA LLC
dba ELK CREEK MARINA
24830 US 50
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
04-00107	**June 03, 2023**
License Type: **FERMENTED MALT BEVERAGE OFF (COUNTY)**	
Authorized Beverages: **FERMENTED MALT BEVERAGE**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 5/26/2022 YHK

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

ELK CREEK MARINA
103 W TOMICHI AVE
Gunnison CO 81230

received
9-12-22

Fees Due	
Renewal Fee	167.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name	Doing Business As Name (DBA)			
ELK CREEK MARINA LLC	ELK CREEK MARINA			
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
04-00107	Fermented Malt	30256337	06/03/2022	04/19/2022
Business Address				**Phone Number**
24830 US 50 Gunnison CO 81230				9706424521
Mailing Address			**Email**	
103 W TOMICHI AVE Gunnison CO 81230			cloken@whrus.com	
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
Eric Loken	4/8/1978	702 Andrew Ln. Gunnison, Co 81230		970-275-8110

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☐ Owned ☐ Rented* *If rented, expiration date of lease 2025

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

DR 8400 (07/24/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Eric Loken	President
Signature	**Date**
	5/12/2022

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		5-12-2022
Signature	**Title**	**Attest**
Kathy Semelton	County Clerk	Jane Falowee

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Fermented Malt Beverage, Alcohol Beverage Licenses for: SkyHigh Colorado LLC dba Taylor Park Trading Post

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License renewals

Fiscal Impact:

Submitted by: Kathy Simillion **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 4

Agenda Date: 6/7/2022

Revised April 2015

Gunnison County
COLORADO

GUNNISON COUNTY

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

GUNNISON COUNTY

GUNNISON COUNTY CLERK
221 N. WISCONSIN STREET
GUNNISON, COLORADO 81230

FERMENTED MALT BEVERAGE

ALCOHOL BEVERAGE LICENSE #04-01232
to sell/Malt Liquor for off premises
consumption in the County of Gunnison, Colorado.

SKYHIGH COLORADO LLC DBA TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
ALMONT, COLORADO 81210

Fee $100.00

Effective Dates: 07.01.22 – 07.01.2023

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended; and the Ordinances of the County of Gunnison as applicable.

Kathy Simillion 5-31-2022

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

STATE OF COLORADO
DEPARTMENT OF REVENUE

LIQUOR ENFORCEMENT DIVISION
1707 Cole Blvd, Suite 300
Lakewood, CO 80401

SKYHIGH COLORADO LLC
dba TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
Almont CO 81210

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
04-01232	**July 01, 2023**
License Type: **FERMENTED MALT BEVERAGE OFF (COUNTY)**	
Authorized Beverages: **FERMENTED MALT BEVERAGE**	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 5/25/2022 ZER

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

DR 8400 (03/10/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

TAYLOR PARK TRADING POST
23044 COUNTY ROAD 742
Almont CO 81210

received
5-2-2022

Fees Due	
Renewal Fee	167.50
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 167.50

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below **Return to city or county licensing authority by due date**

Licensee Name SKYHIGH COLORADO LLC		Doing Business As Name (DBA) TAYLOR PARK TRADING POST	
Liquor License # 04-01232	License Type Fermented Malt Beverage Off (county)		
Sales Tax License Number 42434484	Expiration Date 07/01/2022	Due Date 05/17/2022	
Business Address 23044 COUNTY ROAD 742 Almont CO 81210			Phone Number 9706412555
Mailing Address 23044 COUNTY ROAD 742 Almont CO 81210		Email	
Operating Manager Theodore Brand	Date of Birth 10-9-68	Home Address 23044 County Rd. 742 Almont, Co. 81210	Phone Number 720-383-0716

1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No
   Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No

3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No

3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☑ Yes ☐ No SKYHIGH COLORADO LLC. DBA Nugget Cafe #031385

Affirmation & Consent
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Theodore Brand	Owner
Signature: Theodore Brand	Date: 4-26-22

Report & Approval of City or County Licensing Authority
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For		Date
Gunnison County		5-2-2022
Signature: Kathy Swinderson	Title: County Clerk	Attest: Stacie Pleasant

DR 8495 (07/23/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Tax Check Authorization, Waiver, and Request to Release Information

I, Theodore Brand am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of SKYHIGHCOLORADO, LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		Social Security Number/Tax Identification Number
SKYHIGH COLORADO, LLC / DBA Taylor Back Trading Post		83-2775364
Address		
23044 County Rd. 742		
City	State	Zip
Almont	CO	81210
Home Phone Number	Business/Work Phone Number	
720-383-0716	970-641-2555	
Printed name of person signing on behalf of the Applicant/Licensee		
Theodore Brand		
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)		Date signed
Theodore Brand		4-26-22

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Gunnison County Board of County Commissioners Calendar
(Two or more commissioners may be in attendance.)

June 7 - July 12, 2022
(as of 6/03/2022)

Board of County Commissioners

1. **BOCC Regular Meeting**
   June 7, 2022, All Day @ BOCC Boardroom
   More Details

2. **Elected Officials & Managers Meeting - Hosted by City of Gunnison**
   June 8, 2022, 5:30 PM - 7:30 PM
   To include community managers from the Mayors and Managers group, along with city and town managers. Community Builders will be there to present its work with the One Valley Leadership Council (OVLC).
   More Details

3. **BOCC Work Session**
   June 14, 2022, All Day @ BOCC Boardroom
   More Details

4. **Planning Commission: Two Joint Public Hearings**
   June 16, 2022, 9:00 AM - 10:00 AM @ Planning Commission Room
   More Details

5. **BOCC Regular Meeting**
   June 21, 2022, All Day @ BOCC Boardroom
   More Details

6. **BOCC Work Session**
   June 28, 2022, All Day @ BOCC Boardroom
   More Details

7. **BOCC Regular Meeting**
   July 5, 2022, All Day @ BOCC Boardroom
   More Details

8. **Mayors & Managers Meeting - Hosted by Town of Pitkin**
   July 7, 2022, 12:00 PM - 1:30 PM
   More Details

9. **BOCC Work Session**
   July 12, 2022, All Day @ BOCC Boardroom
   More Details

Gunnison County Organization

1. **Holiday - Independence Day - Offices Closed**
   July 4, 2022, All Day
   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   June 21, 2022, All Day @ BOCC Board Room
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement; West Region Wildfire Coun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and West Region Wildfire Council

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

Summary:

Annual transfer of Title III funds to West Region Wildfire Council. This usually occurs in Sept / Oct but was delayed due to a mistake by me, and further discussions on use of these funds

Fiscal Impact: $50,524.66

Submitted by: Scott Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 3/14/2022

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 3/22/2022 Certificate of Insurance Required

Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/19/2022

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

Agenda Date: 6/7/2022

Revised April 2015

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND THE WEST REGION WILDFIRE COUNCIL REGARDING U.S.D.A. SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT, TITLE III AWARDS FOR 2013-2021 ASSOCIATED WITH WILDFIRE MITIGATION ACTIVITIES IN GUNNISON COUNTY, COLORADO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into on the ____ day of _____, 2022, between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and West Region Wildfire Council, a Colorado non-profit corporation, whose address is 510 South Cascade Avenue, Montrose, Colorado 81401.

A. RECITALS.

Pursuant to Title III of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, participating counties may receive and utilize funds for certain fire mitigation activities.

In 2015 Gunnison County was authorized to receive Title III funds in the amount of $78,145.70 and in 2016 received those funds. In 2016 Gunnison County was authorized to receive Title III funds in the amount of $71,836.33 and received those funds in 2017. In 2017 Gunnison County was authorized to receive Title III funds in the amount of $61,184.54 and received those funds in 2018. In 2018 Gunnison County was authorized to receive Title III funds in the amount of $60,578.71 and received those funds in 2019. In 2019 Gunnison County was authorized to receive Title III funds in the amount of $55,634.95 and received those funds in 2020. In 2020, Gunnison County was authorized to receive $50,524.66, and received those funds in 2021.

Gunnison County wishes to transfer those Title III Funds currently held by Gunnison County, in the amount of $50,524.66 to West Region Wildfire Council for use by West Region Wildfire Council for fire mitigation activities within Gunnison County, Colorado pursuant to Title III of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, according to the terms and conditions of this Agreement.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above, the parties herein agree to the following terms and conditions:

1. TERM.

This Agreement shall will become effective upon the date entered into as set forth above and shall remain in force until all Title III Funds received and designated by Gunnison

County have been disbursed by Gunnison County to West Region Wildfire Council and all associated reports and documentation have been completed and accepted by the United States Department of Agriculture unless sooner terminated, amended or replaced as provided herein. Should disbursement take more than one (1) year, and should after that one-year period Gunnison County be required to expend County funds in order to effectuate the purpose of or otherwise comply with this Agreement, this Agreement shall become 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 the Termination paragraph of this Agreement

2. CONSIDERATION.

A. In consideration and exchange for West Region Wildfire Council's fire mitigation activities, Gunnison County agrees to and shall:

1. Transfer those Title III Funds identified above currently held by Gunnison County to West Region Wildfire Council.

2. Publish the proposal for use of the Title III Funds pursuant to Section 302(b) of the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

B. In consideration and exchange for Gunnison County's transfer of Title III Funds, West Region Wildfire Council agrees to and shall:

1. Utilize the Title III Funds for fire mitigation activities within Gunnison County, Colorado pursuant to the United States Department of Agriculture Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141, ONLY for the following:

a. Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

b. Develop and carry out community wildfire protection plans in coordination with the appropriate Secretary concerned.

c. Assist with development and implementation of those parts of the Community Planning Assistance for Wildfire recommendations and the International Wildland Urban Interface Code the County chooses

to adopt, as identified in the Gunnison County Community Wildfire Protection Pan.

2. Maintain all necessary and appropriate records regarding receipt and expenditures of the Title III Funds and provide all records requested by Gunnison County and/or the United States Department of Agriculture to satisfy its obligations under this Agreement and in accordance with the Secure Rural Schools and Community Self-Determination Act of 2000, as amended through P.L. 115-141.

4. Prior to the expiration of this Agreement, warrant and certify in writing to Gunnison County that they have complied with the requirements of the Secure Rural Schools and Community Self-Determination Act of 2000, as amended by P.L. 115-141, for uses associated with Title III County Funds as set forth by the United States Department of Agriculture and all other provisions of applicable law and regulation

3. INDEPENDENT CONTRACTOR.

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

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

4. INDEMNIFICATION.

West Region Wildfire Council shall irrevocably and unconditionally indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to West Region Wildfire Council 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 West Region Wildfire Council expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, West Region Wildfire Council will provide the County reasonably prompt notice of the relevant claim. West Region Wildfire Council 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 West Region Wildfire Council 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 West Region Wildfire Council 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.

5. INSURANCE.

West Region Wildfire Council agrees that at all times during the Term of this Agreement that West Region Wildfire Council shall 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, West Region Wildfire Council 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, West Region Wildfire Council 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 West Region Wildfire Council 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 West Region Wildfire Council'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 West Region Wildfire Council. West Region Wildfire Council 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, West Region Wildfire Council'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 West Region Wildfire Council. West Region Wildfire Council 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. West Region Wildfire Council 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 West Region Wildfire Council to the County under this Agreement. West Region Wildfire Council 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.

6. DELEGATION AND ASSIGNMENT.

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

7. IMMIGRATION COMPLIANCE CERTIFICATION.

West Region Wildfire Council certifies that West Region Wildfire Council does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

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

West Region Wildfire Council 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.

West Region Wildfire Council 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.

West Region Wildfire Council agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. DISCRIMINATION.

West Region Wildfire Council 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. West Region Wildfire Council 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, West Region Wildfire Council 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.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

West Region Wildfire Council 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 exclude from participation in, or denied benefits of the service, programs, or activities performed by West Region Wildfire Council, or be subjected to any discrimination by West Region Wildfire Council upon which assurance Gunnison County relies.

10. 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:
Scott Morrill
Emergency Manager
Gunnison County
510 W. Bidwell Avenue
Gunnison, CO 81230

With a Copy to:
Matthew Birnie, County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

West Region Wildfire Council:
Jamie Gomez
Executive Director
West Region Wildfire Council
510 S. Cascade Ave.
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.

11. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

12. 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.

13. 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 West Region Wildfire Council receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

14. 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. West Region Wildfire Council has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and West Region Wildfire Council shall not employ any person having such known interests. West Region Wildfire Council shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. West Region Wildfire Council 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 West Region Wildfire Council by placing the West Region Wildfire Council's own interests, or the interests of any party with whom the West Region Wildfire Council 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 West Region Wildfire Council written notice describing the conflict.

15. 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.

10. MISCELLANEOUS.

A. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

B. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

C. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. GOVERNING LAW.

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

12. COUNTERPARTS: ELECTRONIC TRANSMISSION.

This Agreement may be executed and submitted via electronically and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All

electronic 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.

13. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Western Wildfire Council 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 Western Wildfire Council'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.

14. RECORDS.

Western Wildfire Council shall maintain for a minimum of three (3) years, adequate financial and other records for reporting to County. Western Wildfire Council shall be subject to financial audit by federal, state or county auditors or their designees. Western

Wildfire Council authorizes such audits and inspections of records during normal business hours, upon forty-eight (48) hours' notice to Western Wildfire Council. Western Wildfire Council shall fully cooperate during such audit or inspections.

15. 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 Memorandum of Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By: _____
Jonathon Houck, Chairperson

By: _____
Roland Mason, Vice-Chairperson

By: _____
Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

WEST REGION WILDFIRE COUNCIL,
(a Colorado non-profit corporation)

By: _____
Jamie Gomez, Executive Director

ATTEST:

_____
Secretary

WEST REGION WILDFIRE COUNCIL
160 South Amelia Street
Ridgway, CO 81432 US
lilia.falk@cowildfire.org
www.COwildfire.org

INVOICE

BILL TO
Gunnison County
Attn: Finance Dept
200 E. Virgina Avenue
Gunnison, CO 81230

INVOICE	1070
DATE	02/01/2022
DUE DATE	03/03/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Title III Allocation	2021 allocation per MOA with West Region Wildfire Council.	1	50,524.66	50,524.66

CHECKS PAYABLE TO:
West Region Wildfire Council
160 South Amelia Street
Ridgway, CO 81432
Tax ID: 82-4728317

BALANCE DUE **$50,524.66**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of a Proclamation declaring Marlene C

Action Requested: Motion

Parties to the Agreement:

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

Summary:

This is to officially ratify the proclamation for Marlene Crosby Day on May 18th, 2022

Fiscal Impact:

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/1/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 6/7/2022

Revised April 2015

PROCLAMATION

Marlene Crosby Day
in the
County of Gunnison, Colorado
May 18, 2022

WHEREAS, Marlene started with Gunnison County in 1985 and worked her way up through the organization, from an office clerk to Deputy County Manager; and

WHEREAS, Marlene's investment in and knowledge of all corners of the County is extraordinary and has earned the trust and respect of its diverse community members; and

WHEREAS, Marlene has tirelessly cultivated and maintained caring and collaborative relationships across our geographically large and diverse County to the benefit of all residents; and

WHEREAS, Marlene has led the Public Works Department as a firm but fair manager whose leadership has gained the trust and respect from her staff and colleagues; and

WHEREAS, Marlene's department continues to produce high quality services without compromising her staff's safety and wellbeing; and

WHEREAS, Marlene has amassed an impressive number of regional, statewide and national awards, including the Elaine Spencer Award from the Colorado Association of Road Supervisors and Engineers (CARSE), and the 2020 Top Ten Public Works Leaders of the Year from the National American Public Works Association (APWA); and

WHEREAS, Marlene became a leader in her state and national professional associations, and she is widely recognized as one of the go-to experts in managing rural Public Works Departments; and

WHEREAS, Marlene's passion for serving her community extends well beyond her official County role into various civic and humanitarian efforts; and

WHEREAS, Marlene's role as a leader exemplifies the highest standards of integrity and has shaped our County for the better; and

WHEREAS, through 37 barrier-breaking years of growth, change and evolution at Gunnison County, Marlene has been a constant in the leadership of the County.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Gunnison County, Colorado by virtue of the authority vested in us by the State of Colorado do hereby proclaim:

Marlene Crosby Day
in the
County of Gunnison, Colorado
May 18, 2022

INTRODUCED and approved this 17th day of May, 2022 by the Board of County Commissioners of Gunnison County, Colorado.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Jonathan Houck, Chairperson

Roland Mason, Commissioner

Liz Smith, Commissioner

Attest:

Melanie Bollig
Deputy County Clerk

SEAL

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for new Research and Education At-Large A

Action Requested: Motion

Parties to the Agreement:

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

Summary:

This is for formal approval of the out-of-cycle appointments (regular and alternate) to the new Research and Education seat on the Gunnison Basin Sage-grouse Strategic Committee. Jessica Young is asking to be the regular At-Large appointment, with Pat Magee as her alternate.

Fiscal Impact:

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 6/7/2022

Revised April 2015

Melanie Bollig

From: Jessica Young <jyoung@western.edu>
Sent: Tuesday, May 3, 2022 8:35 PM
To: BOCC
Subject: GBSGSC At-large Research and Education Member

Follow Up Flag: Follow up
Flag Status: Completed

[EXTERNAL SENDER - USE CAUTION]

Date: May 3, 2022
Subject: Letter of Interest for the Research and Education at large members of the Gunnison Basin Sage-grouse Strategic Committee

Commissioners Smith, Houck and Mason –

We appreciate your recent approval of an addition of a seat for those with research and education backgrounds to join the Gunnison Basin Sage-grouse Strategic Committee. We ask that you consider appointing Jessica Young to the position and Pat Magee as the alternate. We have each been involved in Gunnison Sage-Grouse research and educational efforts since the 1990s including participation on the original local working group established in 1995 and through our connections and positions at Western Colorado University.

During the past three decades, we have sought to provide research to help the community and county understand the species and the sagebrush sea that the bird and the residents of our community depend on for their existence. We have also engaged in education and outreach to both residents in the valley but also those from distant places and countries through seminars, classes, public events, and lek visiting opportunities and National Public Land work days in conjunction with federal agency partners, municipal stakeholders, and Colorado Parks and Wildlife. Our deep connection to both the broader community stakeholders and the University has helped us facilitate major events highlighting research, education and management such as the past three Gunnison Sage-Grouse Summits. We each are also consulted by the University's leadership team when proposed state property actions may come into conflict with Western's CCAA and seek opportunities to turn possible conflicts to collaboration in those discussions and in all we participate in throughout the community.

Of particular note is that Pat Magee has served on the predation, watchable wildlife, lek access, technical, and information and education committees of the Gunnison Basin Sage-grouse Strategic Committee since their inception and Jess Young is the current chair of the Information and Education sub-committee. Pat also established the non-profit, Sisk-a-dee which provides education and outreach to aid in the conservation of the species and ecosystem and specifically links Western students with CPW to help develop protocols and management of the Watchable Wildlife Program. Students have collected data on human-grouse interactions and the species behavior and population at the Waunita Watchable Wildlife site for over two decades and Pat has presented countless nightly programs and morning viewings for the groups visiting the site.

Our research and long history with the Gunnison Sage-grouse has made us acutely aware of the impending crisis if cheatgrass is not managed with a landscape, cross fence approach in our valley. Such concerns led us to partner with Kathy Brodhead of the BLM four years ago to create an informal coalition of nineteen different agencies and stakeholders to educate practitioners and the public on necessary and imperative actions the community can take in combating cheatgrass including sharing Integrated Pest Management (IPM) best practices, facilitating seminars and workshops, and coordinating restoration efforts. The coalition became the Gunnison Basin Sagebrush Ecosystem Alliance (GB-SEA) and helped foster discussions during the recent County's important work to develop coordination and management of cheatgrass in our valley.

We are applying to the position together as we see ourselves as a team dedicated to research and education associated with the species and know that we will partner well to serve in this important role if appointed.

Thank you,
Jessica Young and Pat Magee

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Option Letter #4, Contract No. 2023*0069; Colorado

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County Family Planning and Womens Wellness Connection /CO State

Term Begins: 07/01/2022 **Term Ends:** **Grant Contract #:** 18 FHLA 104210

Summary:

This is our six month contract for Womens Wellness Connection. It contributes to early detection of cervical and breast cancer for the underserved population in Gunnison County

Fiscal Impact: 8268.00

Submitted by: ariel tidwell **Submitter's Email Address:** atidwell@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Renewal of grant.

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 6/1/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

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

Agenda Date: 6/7/2022

Revised April 2015

DocuSign Envelope ID: 93FFFC5C-C8C5-468C-8BA4-90B495D5A9D6

OPTION LETTER #: 4

State Agency: **Colorado Department Of Public Health and Environment** **PSD – WWC** **4300 Cherry Creek Drive South** **Denver, Colorado 80246**	Original Contract Number: **18 FHLA 104210**
	Option Letter Contract Number: **2023*0069 Option Letter #4**
Contractor: **Board of County Commissioners of Gunnison County** **200 East Virginia Avenue** **Gunnison, Colorado 81230-2297** **For the use and benefit of The Gunnison County Department of Health and Human Services** **225 North Pine Street Suite E** **Gunnison, Colorado 81230-2333**	
Contract Performance Beginning Date: **January 1, 2018**	Current Contract Expiration Date: **December 31, 2022**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	18 FHLA104210	$965.00	$18,219.00	$0.00	1/01/2018 – 6/29/2018	$19,184.00
GFCL #1	18 FHLA110106	$27,281.00	$3,804.00	$0.00	6/30/2018 – 6/29/2019	$31,085.00
Option Letter #1	2018*1760 Option Letter #1	($2,245.60)	($5,951.40)	$0.00	4/01/2019 – 6/29/2019	($8,197.00)
Amendment #1	2018*1760 Amendment #1	$3,815.00	$17,942.00	$0.00	6/30/2019 – 6/29/2020	$21,757.00
Amendment #2	2018*1760 Amendment #2	($3,600.00)	($3,140.00)	$0.00	10/31/2019 – 6/29/2020	($6,740.00)
Amendment #3	2018*1760 Amendment #3	$100.00	$5,400.00	$0.00	6/30/2020 – 6/29/2021	$5,500.00
Option Letter #2	2018*1760 Option Letter #2	$0.00	$9,457.00	$0.00	1/14/2021 – 6/29/2021	$9,457.00
Option Letter #3	2018*1760 Option Letter #3	$0.00	$16,533.00	$0.00	7/01/2021 – 6/29/2022	$16,533.00
Option Letter #3	2018*1760 Option Letter #3	$100.00	$0.00	$0.00	6/30/2021 – 6/29/2022	$100.00
Option Letter #4	2023*0069 Option Letter #4	$500.00	$0.00	$0.00	6/30/2022 – 12/31/2022	$500.00
Option Letter #4	2023*0069 Option Letter #4	$0.00	$7,768.00	$0.00	7/01/2022 – 12/31/2022	$7,768.00

DocuSign Envelope ID: 93FFFC5C-C8C5-468C-8BA4-90B495D5A9D6

Current Contract Maximum Cumulative Amount	$96,947.00

1) OPTIONS

A. Option to extend for an Extension Term
B. Option to change quantity of services under the Contract

2) REQUIRED PROVISIONS:

A. In accordance with Section 5 of Exhibit J., Additional Provisions, of the Contract referenced above, the State hereby exercises its option for an additional term, beginning June 30, 2022, and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended for the following reason: extend the performance under this Contract for another term.

B. In accordance with Section 6 of Exhibit J., Additional Provisions, of the Contract referenced above, the State hereby exercises its option to increase the quantity of services at the rates stated in the Original Contract as amended. Exhibit K., Budget, is deleted and replaced in its entirety with Exhibit K., Budget, attached to this Option Letter, for the following reason: add funds for State Fiscal Year 2023 to support deliverables and services as specified in the Contract's Statement of Work.

C. The Contract Maximum Amount table is 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 **June 30, 2022**, whichever is later.

SIGNATURE PAGE

STATE OF COLORADO **Jared S. Polis, Governor** Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director	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. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD**
DocuSigned by: Lisa McGovern 2EDF870A1A7D4FC... By: Signature	DocuSigned by: Justin Weigle C48A540EBA79405... By: Signature
Lisa McGovern Name of Executive Director Delegate	Justin Weigle Name of State Controller Delegate
Procurement & Contracts Section Director Title of Executive Director Delegate	ft Health Divisions Controller Title of State Controller Delegate
Date: 2022-04-20	Option Effective Date: 2022-05-24

-- Signature Page End --

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 18 FHLA 104210

Contractor Name	Gunnison County Public Health	**Program Contact Name, Title, Phone and Email**	Ariel Tidwell Clinical Manager 970-641-7952 atidwell@gunnisoncounty.org
Budget Period	06/30/2022 - 12/31/2022	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise Finance Department 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	**Contract (CT or PO) Number**	CT FHLA 2023*0069

Expenditure Categories

Personal Services
Salaried Employees

Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
						$0.00

Personal Services
Hourly Employees

Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Patient Navigator	Attend required trainings, webinars, and other program related activities	$ 22.51	8.70	47.00	$1,466.87
Clinician	Participate in training and education and assist in increasing eligible population.	$ 38.50	13.86	24.00	$1,256.64
Clinical Advisor-RN	Attend required trainings, webinars, and other program related activities. Also performs clinical oversight.	$ 34.87	12.52	45.00	$2,132.55
				Total Personal Services (including fringe benefits)	**$4,856.06**

Supplies & Operating Expenses

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Operating/supplies	For HNCS Non-eCaST. Allowable purchase of supplies/operating items listed on the Health Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection website: https://www.colorado.gov/pacific/cancerplan/invoicing-and-fiscal-management	$ 975.50	1.00	$975.50
				$0.00
			Total Supplies & Operating	**$975.50**

COLORADO
Department of Public Health & Environment

PREVENTION SERVICES DIVISION - LESS THAN 12 MONTH BUDGET WITH JUSTIFICATION FORM

Original Contract Routing 18 FHLA 104210

Contractor Name	Gunnison County Public Health	**Program Contact Name, Title, Phone and Email**	Ariel Tidwell Clinical Manager 970-641-7952 atidwell@gunnisoncounty.org
Budget Period	06/30/2022 - 12/31/2022	**Fiscal Contact Name, Title, Phone and Email**	Jody Wise Finance Department 970-641-7679 jwise@gunnisoncounty.org
Project Name	Cancer Prevention and Early Detection (CPED): Health Navigation and Clinical Services (HNCS)	**Contract (CT or PO) Number**	CT FHLA 2023*0069

Travel

Item	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Meals	For HNCS and Non-eCaST. Per diem for meals for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Per diem is $66.00 per person per day. Estimated at 1 person for 2 days.	$ 66.00	2.00	$132.00
Mileage	For HNCS Non-eCaST. Mileage for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Current mileage reimbursement rate is $.56/mile; estimated at 100 miles.	$ 0.56	100.00	$56.00
Lodging	For HNCS Non-eCaST. Lodging for staff to attend in-person training and meetings and to travel to other community and clinic locations as needed. Estimated 1 person @ $150/night for two nights.	$ 150.00	2.00	$300.00
				$0.00
			Total Travel	**$488.00**

Contractual

Subcontractor Name	Description of Item	Rate	Quantity	Total Amount Requested from CDPHE
Karen Adamson WHNP	Colposcopy provider, will train staff in proper screening procedures and WWC program requirements. Rate of $48.36/hour for an estimated total of 7 hours.	$ 48.36	7.00	$338.52
			Total Contractual	**$338.52**
			SUB-TOTAL OF DIRECT COSTS	**$6,658.08**

Indirect

Item	Description of Item	Total Amount Requested from CDPHE
Federally-Negotiated Indirect Cost Rate	Gunnison County's CDPHE-negotiated indirect cost rate for CY2022 is 24.18% of Total Direct Costs excluding capital expenditures rent and participant incentives.	$1,609.92
	Total Indirect	**$1,609.92**
	TOTAL	**$8,268.00**

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 18 FHLA 104210

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Prevention Services Division
Women's Wellness Connection
4300 Cherry Creek Drive South - A4
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
200 East Virginia Avenue, Gunnison, Colorado 81230-2297
for the use and benefit of the
Gunnison County Department of Health and Human Services
225 North Pine Street, Suite E, Gunnison, Colorado 81230-2333
CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision Colorado

CONTRACT MADE DATE: 9/27/2017

CORE ENCUMBRANCE NUMBER:
CT FAAAFHLA201800001760

BILLING STATEMENTS RECEIVED:
Monthly

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 01/01/2018, whichever is later. The contract shall end on 06/29/2019.

STATUTORY AUTHORITY: Colorado Revised Statutes §24-22-117 (2013); §25-4-1501-1505 (2016); §24-76.5-101-103 (2016)

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $19,184.00
FEDERAL FUNDING DOLLARS: $965.00
STATE FUNDING DOLLARS: $18,219.00
OTHER FUNDING DOLLARS: $0.00
Specify "Other": Not Applicable

PROCUREMENT METHOD:
RFA 6342

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY18: $19,184.00

LAW SPECIFIED VENDOR STATUTE:
Not Applicable

STATE REPRESENTATIVE:
Contracts Monitor
Cancer Prevention and Early Detection Program
Prevention Services Division
4300 Cherry Creek Drive South
Denver, Colorado 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Carol Worrall
Public Health Director
225 North Pine Street, Suite E
Gunnison, Colorado 81230-2333

PROJECT DESCRIPTION:
This project serves to implement strategies to address cancer prevention and early detection at one or more levels of the socio-ecological framework, depending on the needs of the underserved population served by and living within the service area.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
Exhibit B -	Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
Exhibit C -	Budget (and any of its Attachments; e.g., C-1, C-2, etc.)
Exhibit D -	Option Letter
Exhibit E -	Grant Funding Change Letter

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the

Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE
Contract Routing Number: 18 FHLA 104207

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR
Board of County Commissioners of Gunnison County
for the use and benefit of the
Gunnison County
Department of Health and Human Services

(a political subdivision of the state of Colorado)

Phil Chamberland
Print Name of Authorized Individual

Chairperson
Print Title of Authorized Individual

Signature of Authorized Individual

12/5/17
Date

STATE OF COLORADO
John W. Hickenlooper, Governor

Colorado Department of Public Health and Environment
Larry Wolk, MD, MSPH, Executive Director and Chief Medical Officer

By: Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

12/19/17
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment

By: _____
Signature of Authorized CDPHE Program Approver

12/13/17
Date

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
CDPHE Delegate

Effective Date: 12/20/17

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ADDITIONAL PROVISIONS
To Task Order Contract Dated 09/27/2017 CMS Task Order Routing Number 18 FHLA 104210

These provisions are to be read and interpreted in conjunction with the provisions of the Task Order Contract specified above.

1. This Task Order Contract contains federal and state funds (see Catalog of Federal Domestic Assistance (CFDA) numbers 93.898 and 93.800).

2. The United States Department of Health and Human Services ("USDHHS"), through the Centers for Disease Control and Prevention ("CDC") has awarded as of 07/20/2017 anticipated federal funds of **$3,476,055.00** under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **1 NU58DP006347-01-00**, to perform the following – Colorado Cancer Prevention and Control.

   The United States Department of Health and Human Services ("USDHHS"), through the Centers for Disease Control and Prevention ("CDC") has awarded as of 06/26/2017 anticipated federal funds of **$2,191,193.00** under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **5 NU58DP006082-03-00**, to perform the following – Organized Approaches to Increase Colorectal Cancer Screenings.

   If the underlying Award authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Task Order Contract. If the underlying Award does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Task Order Contract, with such effective date being the later of the date specified in this Task Order Contract or the date the Task Order Contract is signed by the State Controller or delegee.

3. To receive compensation under the Contract, the Contractor shall submit a signed Monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Cancer Prevention and Early Detection Contracts Monitor via email at cdphe_Cancer@state.co.us

   Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

   Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

The Contractor shall not use state funds to satisfy federal cost sharing and matching requirements unless approved in writing by CDPHE

If applicable, the Contractor shall be reimbursed for the purchase of allowable Patient Navigation and Clinical Services supplies/operating costs identified in the Women's Wellness Connection (WWC) *Patient Navigation and Clinical Services Allowable Purchases* document. This document is located at the following website www.cdphecancer.org and is incorporated and made part of this Contract by reference.

To receive compensation for Patient Navigation and Clinical Services provided to eligible individual clients as identified in the Statement of Work under this Contract, the Contractor shall:

a. Navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures (Patient Navigation); or,
b. Provide CDPHE-funded breast and cervical cancer screening and/or diagnostic procedures (Clinical Services), to eligible clients.

Colorectal cancer screening and diagnostic services are not eligible for patient navigation or clinical services reimbursement.

The Contractor shall be paid for Patient Navigation or Clinical Services to individual clients in accordance with rates as outlined in the Cancer Prevention and Early Detection Bundled Payment System for Patient Navigation with or without the Clinical Services.

Contractors shall only be paid for cases that meet eligibility, performance, and data requirements. Rates may be revised or updated during the contract term. Reimbursement policies are defined in the Cancer Prevention and Early Detection Program Manual. This manual is located at the following website www.cdphecancer.org and is incorporated and made part of this Contract by reference.

Data entered into the electronic cancer surveillance and tracking (eCaST) data system are the basis for calculating reimbursement for each client receiving Patient Navigation or Clinical Services. To be considered for payment, all Cancer Prevention and Early Detection Patient Navigation and Clinical Services related cancer screening and diagnostic procedures shall be entered into eCaST within **thirty (30)** days of service being performed. Patient Navigation or Clinical Services cases that exceed sixty (60) calendar days in screening length and negatively affect WWC's Performance Indicators may not be reimbursed at the discretion of the State.

Reimbursement is determined by the clinical outcome of each case; therefore, cases must be clinically complete or administratively closed before reimbursement occurs.

The Contractor shall receive a contracted eCaST funding amount each fiscal year to provide Patient Navigation or Clinical Services to individual clients. Once the eCaST funding cap is reached, the Cancer Prevention and Early Detection Program will not pay for additional expenses incurred by Contractor unless CDPHE opts to increase funding. Based on performance, the Cancer Prevention and Early Detection Program may unilaterally change the groups of eligible clients who may be served with eCaST funding.

The Contractor shall not charge the Cancer Prevention and Early Detection program for Clinical Services not listed on the *CPT Code List*. This document is incorporated and made part of this Contract by reference and is available on the following website: www.cdphecancer.org.

4. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **fifteen (15)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **fifteen (15)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **fifteen (15)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within fifteen (15) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Task Order Contract does not constitute a Business Associate relationship under HIPAA.

6. This award does not include funds for Research and Development.

7. The State, at its discretion, shall have the option to extend the term under this Task Order beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Task Order. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original Task Order. The total duration of this Task Order shall not exceed 5 years.

8. The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Task Order and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Task Order.

9. The State, at its discretion, may unilaterally increase or decrease the total funds available under this Grant, the funds available under the Grant during any State fiscal Year or the funds available for any specific line items described in this Grant. In order to exercise this right, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit E**. The exercise of this right shall not be valid until it has been approved by the contractor.

10. If Contractor indicates full expenditure of funds under this Task Order Contract by March 29 of each grant year and the full expenditure does not occur, CDPHE has the option to reduce current or upcoming Contract by said amount or a percent deemed reasonable by CDPHE. CDPHE will notify the Contractor of the potential need to decrease the current or upcoming budget. If the Contractor indicates at a later date than March 29 of each grant year an expectation of surplus of funds or inability to fully expend said funds

for unforeseen circumstances that Contractor had not anticipated by March 29, CDPHE will reallocate unspent funds without any penalties to the Contractor.

Upon receipt of timely written notice of an objection by the State for inability to fully expend funds, the Contractor shall have a reasonable period of time not to exceed ten (10) calendar days to respond to the action. If no dispute is received by the State within ten (10) calendar days, the State has the option to reduce the current budget for the current year and any upcoming budget for future contractual agreements.

11. The Contractor shall request prior approval in writing from the Cancer Prevention and Early Detection Program for any modification to the eCaST budget line item or between budgets for each strategy.

12. Contractor shall request prior approval in writing from the State for all modifications in the Statement of Work/Work Plan or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs shall be submitted to the State at least 90 days prior to the end of the contract period and may require an amendment in accordance with Section 5, *Contract Modifications*, of this Task Order Contract.

13. All data collected, used or acquired shall be used solely for the purposes of this Task Order Contract. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known any such data to unauthorized persons without the express prior written consent of the State or as otherwise required by law. This includes a prior written request by the Contractor to the State for submission of abstracts or reports to conferences, which utilize data collected under this Task Order Contract.

    Notwithstanding the foregoing, the Contractor shall be entitled to retain a set of any such data collected or work papers necessary to perform its duties under this Task Order Contract and in accordance with professional standards.

14. Neither the U.S. Department of Health and Human Services (HHS) nor the Centers for Disease Control (CDC) logo may be displayed on any conference materials if such display would cause confusion as to the conference source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA).

15. The Contractor agrees to provide services to all Program participants and employees in a smoke-free environment in accordance with Public Law 103-227, also known as "the Pro-Children Act of 1994", (Act). Public Law 103-227 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

16. Notwithstanding the terms contained in the *General Provisions*, Section 10, *Confidential or Proprietary Information*, Contractor shall protect the confidentiality of all applicant or recipient records and other materials that are maintained in accordance with this Task Order Contract. Except for purposes directly connected with the administration of this Contract, no information about or obtained from any applicant or recipient shall be disclosed in a form identifiable with the applicant or recipient without the prior written consent of the applicant or recipient, or the parent or legal guardian of a minor applicant or recipient with the exception of information protected by Colorado Statute as it applies to confidentiality for adolescent services in which case the adolescent minor and not the parent or legal guardian must provide consent or as otherwise properly ordered by a court of competent jurisdiction. Contractor shall have written policies

governing access, duplication, and dissemination of all such information. Contractor shall advise its employees, agents, servants, and any subcontractors that they are subject to these confidentiality requirements.

17. The Contractor affirms that it maintains no affiliations or contractual relationships, direct or indirect, with tobacco companies, owners, affiliate, subsidiaries, holding companies, or companies involved in any way in the production, processing, distribution, promotion, sales, or use of tobacco.

18. The State of Colorado, specifically the Colorado Department of Public Health and Environment, shall be the owner of all equipment as defined by Federal Accounting Standards Advisory Board (FASAB) Generally Accepted Accounting Principles (GAAP) purchased under this Contract. At the end of the term of this Task Order Contract, the State shall approve the disposition of all equipment.

19. Contractor shall not use state or federal funds provided under this Contract for the purpose of lobbying as defined in Colorado Revised Statutes (C.R. S.) 24-6-301(3.5)(a).

STATEMENT OF WORK
To Original Contract Routing Number 18 FHLA 104210

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Gunnison County Department of Health and Human Services

II. Project Description:
This project serves to implement strategies to address cancer prevention and early detection at one or more levels of the socio-ecological framework, depending on the needs of the underserved population served by and living within the service area.

III. Definitions:

1. **Assessment and Planning Process:** The Assessment and Planning Process will be used to identify: 1) the needs of the underserved population served by and living within the organization's service area, 2) ongoing activities and gaps related to promoting and improving prevention and early detection of cancer, and 3) a strategic plan for the organization to apply to continue, discontinue or include new Additional Strategies to improve cancer prevention and early detection based upon the Assessment and Planning Process results.
2. **Cancer screening data:** Data on the Contractor's breast, cervical and colorectal cancer screenings provided to their screening-eligible patient population.
3. **eCaST data system:** A program management and public health surveillance tool used by CDPHE to meet program reporting and documentation requirements.
4. **Individual or client-level data:** Data elements specific to each individual or client participating in the program.
5. **Patient navigation:** Individualized assistance offered to clients to help overcome their client's self-identified psychosocial, cultural and system barriers (e.g, health literacy, financial, transportation, etc.) to healthcare and facilitate timely access to quality screening and diagnostics as well as initiation of treatment services for persons diagnosed with cancer.
6. **Quality cancer screening:** Timely completion of all required procedures needed to determine whether or not an individual has cancer.
7. **Service area:** Geographic area served by the organization.
8. **Socio-ecological framework**: a systems framework with multiple bands of influence (illustrated by a rainbow-like figure) in which the core of the model is the individual, surrounded by four banks of influence representing the interpersonal, organizational, community, and policy levels.

IV. Work Plan:

Goal #1: Reduce breast, cervical and colorectal cancer health disparities, and morbidity and mortality rates, in Colorado.	
Objective #1: No later than the expiration date of the contract, the Contractor shall promote and improve prevention and early detection of breast, cervical and colorectal cancer among underserved Coloradans served by and living within the service area of the Contractor.	
Primary Activity #1	The Contractor shall complete the annual CDPHE Cancer Prevention and Early Detection Assessment and Planning Process to identify needs of and existing activities related to promoting and improving prevention and early detection of breast, cervical and colorectal cancer among underserved women and men served by and living within the service area of the Contractor.
Sub-Activities #1	1. The Contractor shall conduct an annual assessment for the organization. 2. The Contractor shall prepare a strategic plan based on results of the assessment with proposed activities. 3. The Contractor shall prepare for implementation of CDPHE-approved strategies included in the Contractor's plan.
Primary Activity #2	The Contractor shall navigate eligible low-income women to timely and complete breast and cervical cancer screening procedures.

Sub-Activities #2	1. The Contractor shall provide patient navigation to the group(s) of eligible women as approved by CDPHE. 2. The Contractor shall enter client-level data on qualifying breast and cervical cancer screening procedures and patient navigation services into the eCaST data system.
Primary Activity #3	The Contractor shall provide CDPHE-funded breast and cervical cancer screening procedures to eligible low-income women.
Sub-Activities #3	1. The Contractor shall enter data on qualifying procedures into the eCaST data system.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall comply with any changes, revisions, inclusions, and exclusions to the CDPHE Cancer Prevention and Early Detection Program. The CDPHE Cancer Prevention and Early Detection Program is subject at any time to changes, revisions, inclusions, and exclusions as needed and/or pursuant to directives or changes required by rule, regulation, statute or guidance. . 3. The Contractor shall comply with all requirements stated in the *CDPHE Cancer Prevention and Early Detection Program Manual*. This document is incorporated and made part of this contract by reference and is available on the following website: www.cdphecancer.org. 4. The Contractor shall use all CDPHE-required forms. 5. The Contractor shall submit all final reports as non-reimbursable deliverables. 6. The Contractor shall utilize the *CDPHE Cancer Prevention and Early Detection Assessment and Planning Tool Template* to complete its annual Assessment and Planning Process. The template is incorporated and made part of this contract by reference and is located on the following website: www.cdphecancer.org. 7. CDPHE will review and provide feedback of the CDPHE Cancer Prevention and Early Detection assessment and planning tool within 30 calendar days of the submission deadline. 8. The Contractor shall be guided by the annual CDPHE Cancer Prevention and Early Detection continuing application that identifies CDPHE-approved planned strategies. The annual CDPHE Cancer Prevention and Early Detection continuing application shall be based on the annual CDPHE Cancer Prevention and Early Detection Assessment and Planning Process. The Cancer Prevention and Early Detection continuing application template shall be incorporated and made part of this contract by reference and is located on the following website: www.cdphecancer.org. 9. CDPHE will review and provide feedback of the CDPHE Cancer Prevention and Early Detection continuing application within 30 calendar days of the receipt. 10. The Contractor shall attend a post-award orientation provided by CDPHE as well as other required meetings, trainings, webinars and telephone calls for the purpose of information-sharing, training, technical assistance and contract monitoring. 11. The Contractor shall notify CDPHE within 15 days of a change in key staff responsible for the performance of work outlined in this statement of work (SOW). 12. The Contractor shall ensure that new staff members receive required training within two (2) months of hire. 13. The Contractor shall participate in CDPHE evaluation efforts. 14. The Contractor shall compile required evaluation and program monitoring data. 15. The Contractor shall submit, unless otherwise stated, all deliverables to CDPHE via the method indicated in the *CDPHE Cancer Prevention and Early Detection Program Manual.* 16. If purchasing gift cards, the Contractor shall provide to CDPHE upon request written procedures related to gift card purchasing and handling. At a minimum, the procedures shall include the following:

	a. How the gift card inventory is tracked and maintained b. Gift card storage and safeguards against theft c. The primary person responsible for securing and distribution of gift cards d. A gift card distribution log that records each gift card number, dollar amount, and the printed name and signature of each gift card recipient. **Assessment & Planning Strategy:** 1. The Contractor shall utilize the CDPHE-approved assessment and planning tool. **Clinical Services and Patient Navigation Strategies:** 1. The Contractor shall enter client-level data on qualifying breast and cervical cancer screening procedures and patient navigation services, performed on or before June 29, into the eCaST data system no later than July 29, annually and in the final year by December 31. 2. The Contractor shall comply with required current national clinical guidelines. Current national clinical guidelines are incorporated and made part of this Contract by reference and are available on the following website at www.cdphecancer.org 3. Contractors that provide direct services to individuals 18 years of age and older shall ensure they only provide services of benefit to individuals lawfully present in the United States. The Contractor shall maintain documentation demonstrating the individual's establishment of lawful presence, which shall include documentation of an appropriate identification document and an affidavit as required by Colorado Revised Statutes (C.R.S.), Section 24-76.5-103. 4. For Clinical Services only, the Contractor shall comply with the requirements for enrollment of eligible women with an eligible breast or cervical cancer diagnosis into Health First Colorado's Breast and Cervical Cancer Treatment Program (BCCP). 5. For Clinical Services only, the Contractor shall offer clients printed resource and referral materials that direct them to the nearest community Medicaid and Connect for Health Colorado enrollment location(s), including online enrollment options. Printed resource materials for Medicaid and Connect for Health Colorado shall be available for clients with Limited English Proficiency (LEP). Contractors that routinely offer enrollment services onsite are exempt from this requirement because the services go beyond this minimum requirement. Information on enrollment resources, referral locations, LEP and outreach and promotional materials is incorporated and made part of this contract by reference and is available on the following website www.cdphecancer.org.
Expected Results of Activity(s)	1. Increased number of individuals screened for breast, cervical and colorectal cancer. 2. Increased number of quality breast, cervical and colorectal cancer screenings provided within priority populations
Measurement of Expected Results	Analysis of programmatic data submissions, including progress reports, annual assessments, continuing applications and evaluation information.

		Completion Date
Deliverables	1. The Contractor shall submit a draft of the annual completed CDPHE Cancer Prevention and Early Detection assessment and planning tool for CDPHE review and approval.	Annually, no later than October 1
	2. The Contractor shall submit a final annual CDPHE Cancer Prevention and Early Detection assessment and planning tool.	Annually, no later than December 15
	3. The Contractor shall submit a draft CDPHE Cancer Prevention and Early Detection continuing application for the next funding year (June 30 through June 29) for CDPHE review and approval.	Annually, no later than January 15
	4. The Contractor shall submit a final CDPHE Cancer Prevention and Early Detection continuing application for the next funding year (June 30 through June 29).	Annually, no later than February 28

	5. The Contractor shall submit progress reports using a CDPHE-provided template.	Twice per year, no later than January 15 and August 15
	6. The Contractor shall submit breast, cervical and colorectal cancer screening data, if applicable.	Annually, no later than within 90 calendar days of end of CDPHE-approved reporting period

V. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by CDPHE Cancer Prevention and Early Detection Program Contracts Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VI. Resolution of Non-Compliance:

The Contractor will be notified in writing within **15** calendar days of discovery of a compliance issue. Within **30** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the CDPHE Cancer Prevention and Early Detection Program Contracts Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

COLORADO
Department of Public Health & Environment

Assessment & Planning

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM

Contract Routing # 18 FHLA 104210

Contractor Name	Gunnison County
Budget Period	1/1/18 - 6/30/18
Project Name	Assessment and Planning Process

Program Contact Name, Title, Phone and Email	Emily Fitzgerald, RN, Family Planning Coordinator (970)641-7910 efitzgerald@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jodi Wise, Accountant (970)641-7679 jwise@gunnisoncounty.org

Expenditure Categories

Personal Services Salaried Employees

Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested from CDPHE
							$0.00

Personal Services Hourly Employees

Position Title/Employee Name	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from CDPHE
Patient Navigator	Admin/Completion of A&P Tool (1.46Hrs/wkx6m)	Yes	17.18	7.96	38	$955
Clinical Advisor	Review of clinical reports (0.25Hrs/wkx6m)	Yes	27.13	5.5	6	$196
						$0
					Total Personal Services (including fringe benefits)	**$1,151**

Supplies & Operating Expenses

Item	Description of Item (Operating/Supplies)	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE
Office Supplies	Office Supplies needed to implement and complete the assessment and planning process.	Yes	14.00	1	$14
					$0
				Total Supplies & Operating Expenses	**$14**

Travel

Item	Description of Item (Travel Costs)	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested from CDPHE

Motorpool	County Vehicle Use / Mileage	Yes	$0.54	250	$135
					$0
				Total Travel	**$135**
Contractual					
Subcontractor Name	**Description of Item**	**Budget Item Supports SOW (Yes/No)**	**Rate**	**Quantity**	**Total Amount Requested from CDPHE**
					$0
				Total Contractual	**$0**
				SUB-TOTAL BEFORE INDIRECT	**$1,300**
Indirect					
Item	**Description of Item**				**Total Amount Requested from CDPHE**
CDPHE-approved indirect cost rate agreement	**64.36% of Total Direct Costs**				$837
				Total Indirect	**$837**
				TOTAL	**$2,137**

COLORADO
Department of Public Health & Environment

Patient Navigation & Clinical Services

PREVENTION SERVICES DIVISION- BUDGET WITH JUSTIFICATION FORM

Contract Routing # 18 FHLA 104210

Contractor Name	Gunnison County
Budget Period	1/1/18 - 6/30/18
Project Name	Patient Navigation & Clinical Services

Program Contact Name, Title, Phone and Email	Emily Fitzgerald, RN, Family Planning Coordinator (970)641-7910 efitzgerald@gunnisoncounty.org
Fiscal Contact Name, Title, Phone and Email	Jodi Wise, Accountant (970)641-7679 jwise@gunnisoncounty.org

Expenditure Categories

Personal Services Salaried Employees

Position Title	Description of Work	Budget Item Supports SOW (Yes/No)	Gross or Annual Salary	Fringe	Percent of Time on Project	Number of Months	Total Amount Requested
							$0.00

Personal Services Hourly Employees

Position Title/Employee Name	Description of Work	Budget Item Supports SOW (Yes/No)	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested
Paitient Navagition	Admin Work -HIT Calls, webinars, chart audits, site visits	yes	18	7.96	130	$3,375
Clinical Advisor	RN -Clinical services webinars and trainings	Yes	28.5	5.5	26	$884
						$0
					Total Personal Services (including fringe benefits)	**$4,259**

Supplies & Operating Expenses

Item	Description of Item (Operating/Supplies)	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested
Patient Navigation Services	Billed in eCaST through 6/30/18 for eligible Insured Clients ages 21-39	Yes	$50.00	2	$100
Patient Navigation Services	Billed in eCaST through 6/30/18 for eligible Insured Clients ages 40-64	Yes	$65.00	5	$325
Patient Navigation with Clinical Services Procedures	Billed in eCaST through 6/30/18 for Eligible Uninsured/Underinsured Clients Ages 21-39	Yes	$155.00	9	$1,395
Patient Navigation with Clinical Services Procedures	Billed in eCaST through 6/30/18 for Eligible Uninsured/Underinsured Clients Ages 40-64	Yes	$351.00	5	$1,755
Operating/supplies	Allowable purchase of supplies/operating listed on the WWC Patient Navigation and Clinical Services allowable purchase document on the Cancer Prevention and Early Detection website: www.cdphecancer.org	Yes	$3,602.00	1	$3,602
				Total Supplies & Operating Expenses	**$7,177**

Travel					
Item	Description of Item (Travel Costs)	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested
	Motor Pool RT To Grand Junction - Award Meeting	Yes	$0.54	250	$135
	Lodging	Yes	$150.00	1	$150
	Meals	Yes	$51.00	1	$51
					$0
				Total Travel	$336
Contractual					
Subcontractor Name	Description of Item	Budget Item Supports SOW (Yes/No)	Rate	Quantity	Total Amount Requested
					$0
				Total Contractual	$0
				SUB-TOTAL BEFORE INDIRECT	$11,772
Indirect					
Item	Description of Item				Total Amount Requested
CDPHE-approved indirect cost rate agreement	64.36% of Total Direct Costs				$5,275
				Total Indirect	$5,275
				TOTAL	$17,047

CONTRACT TOTAL: $19,184.00

OPTION LETTER

Date:	State Fiscal Year:	Option Letter No.	Original Contract CMS#
		Option Letter CMS Routing #	CORE Encumbrance #

DELETE all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE** Red text to **Black** after customization.

1) **OPTIONS:** Choose all applicable options listed below
   - **a.** Option to extend for a renewal or additional term
   - **b.** Option to change amount of goods
   - **c.** Option to change amount of services
   - **d.** Option to change contract rates
   - **e.** Option to initiate next phase of contract

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - a. **For use with Options a:** In accordance with Section(s) enter section the Original Contract referenced above between the State of Colorado, Colorado Department of Public Health and Environment, and enter Contractor's name the State hereby exercises its option for an additional term beginning insert start date and ending on insert end date at the rates stated in the Original Contract, as amended.
   - b. **For use with Option b and c.** In accordance with Section(s) enter Section of the Original Contract routing number referenced above, between the State of Colorado, Colorado Department of Public Health and Environment, and enter Contractor's name the State hereby exercises its option to Increase/Decrease the quantity of Goods/Services or both at the same cost/price as specified in enter Exhibit/Attachment name.
   - c. **For use with Option d.** In accordance with Section(s) enter section of the Original Contract routing number referenced above, the State hereby exercise its option to modify the Contract rates specified in Exhibit/Section Number. The Contract rates attached to this Option letter in Exhibit/Attachment Name replace the rates in the original Contract as of the Option Effective Date of this Option Letter.
   - d. **For use with Option e:** In accordance with Section(s) enter section of the Original Contract routing number referenced above, the State hereby exercise its option to initiate Phase indicate which Phase: 2, 3, 4 etc. which shall begin on insert start date and ending on insert end date at the cost/price specified in Section enter section the Original Contract referenced above.
   - **e. For use with Options a, b, c that modify the contract value:** The amount of the current Fiscal Year contract value is increased/decreased by $ enter amount of change to a new contract value of insert new $ amount as consideration for services/goods ordered under the contract for the current fiscal year Indicate Fiscal Year. The first sentence in Section enter section of the original contract is hereby modified accordingly. The amended total contract financial obligation including all previous amendments, option letters, etc. is insert new $ amount.

3) **Effective Date:** The effective date of this Option Letter is upon approval of the State Controller if exact date is required complete the following: enter date, and include the following: whichever is later.

STATE OF COLORADO **John W. Hickenlooper, GOVERNOR** **Department of Public Health and Environment**	**PROGRAM APPROVAL:**
By: Lisa McGovern, Purchasing & Contracts Section Director Date: _____	**By:** _____ Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

GRANT FUNDING CHANGE LETTER

Date:	State Fiscal Year:	Grant Funding Change Letter (GFCL) #	CMS Routing # CORE Encumbrance #

TO: <Insert Grantee's name>

In accordance with Section of the Original Contract routing number , [insert the following language here if previous amendment(s), renewal(s) have been processed] as amended by [include all previous amendment(s), renewal(s) and their routing numbers], [insert the following words here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and <insert contractor name> beginning <insert start date of original contract> and ending on <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of (federal, state, other) grant funds available and specified in Section of <insert previous contract modification number and routing number> is ☐ increased or ☐ decreased by $ amount of change to new total funds for the period <date to date> of $ <insert new period cumulative total> for the following reason: Section is hereby modified accordingly. The revised Budget is incorporated herein by this reference and identified as Revised Exhibit *. (if budget attached; delete sentence if no budget included.)
Complete the table below; insert/delete rows as needed.

The table below reflects the original budget and all modifications to the total since the effective date of the Original Contract.

SUMMARY OF CHANGES					
Document Type	**CMS Routing #**	**Funding Source** (federal, state, other)	**Period**	**Dollar Amount**	**Period Total**
Original Contract				$	$
				$	$
				$	$
				$	$
				$	$
			Contract Cumulative Grand Total	$	

This Grant Funding Change Letter does not constitute an order for services under this Grant.
The effective date of hereof is upon approval of the State Controller or <insert projected effective date>, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Public Health and Environment

By: _____
Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

_____
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment

By: _____
INSERT-Name of Authorized Individual
INSERT-Official Title of Authorized Individual

_____
Date

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Name of Agency Delegate-Please delete if contract will be routed to OSC for approval.

Effective Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement to Disburse HRSA Grant

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

IGA to Increase COVID-19 Vaccine Access between Gunnison County and Hinsdale County School District

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: 6/1/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/27/2022 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

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

Agenda Date: 6/7/2022

Revised April 2015

Intergovernmental Agreement to Disburse HRSA Grant Monies to Increase COVID-19 Vaccine Access

This Intergovernmental Agreement to Disburse HRSA Grant Monies to Increase COVID-19 Vaccine Access, hereinafter referred to as the "Agreement", is made and entered into between the Board of County Commissioners of Gunnison County, hereinafter referred to as "Gunnison County" or "Grant Recipient", and the Hinsdale County School District, hereinafter known as "Grant Sub-Recipient", which are organized under and by virtue of the laws of the State of Colorado, and are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, each of the Parties is authorized by C.R.S. § 29-1-201 *et seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, Gunnison County and Hinsdale County previously signed an Intergovernmental Agreement creating the collaborative body known as West Central Public Health Partnership in order to protect the people and environment within each of the respective counties and to promote health and prevent disease, which will result in optimal health for all the citizens of our respective Counties; and

WHEREAS, Gunnison County has applied for and received a federal grant from the United States Department of Health and Human Services Health Resources and Services Administration (HRSA) pursuant to HRSA-21-140 for the purpose of enhancing local community-based workforces to increase access to COVID-19 vaccinations; and

WHEREAS, Gunnison County received a Notice of Award from HRSA on July 21, 2021 under FAIN# G3242612 and award number 1 G32HS42612-01-00, hereinafter referred to as "Notice of Award"; and

WHEREAS, the Sub-Recipient desires to provide services for the purpose of increasing access to COVID-19 vaccinations in Hinsdale County; and

WHEREAS, Gunnison County desires to engage the Grant Sub-Recipient to provide Services as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A" ("Services").

NOW, THEREFORE, in consideration of their mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

AGREEMENT

1. OBLIGATION OF THE PARTIES.

The Parties shall perform their respective obligations as set forth in this Agreement and the Notice of Award.

Grant Sub-Recipient shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the Services as more specifically set forth on Appendix "A". All Services shall be performed in a timely manner and in accordance with generally accepted standards for Grant Sub-Recipient's health department and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof.

2. STATUTORY OBLIGATIONS.

Each Party hereto shall meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

3. TERM.

The term of this Agreement shall commence on May 3, 2022 and shall terminate on July 30, 2022, unless sooner terminated or replaced as provided herein. However, this Agreement may include reimbursement for Grant Sub-Recipient's work performed beginning on or after January 1, 2022 which is prior to the executed date of this Agreement, in accordance with funds availability pursuant to the July 21, 2021 Notice of Award.

4. STRATEGIC RESULT.

Execution of this Agreement will assist the Parties to promote optimal community and family health, safety and wellbeing through enhancing local community-based workforces to increase COVID-19 vaccine access.

5. AWARD OF GRANT MONIES.

a. AWARD. The total amount of the award to Grant Sub-Recipient is Eighty-Five Thousand Fifty-Six and 0/100 dollars ($85,056.00). Payment shall be made by Grant Recipient to Grant Sub-Recipient within 15 days of receipt of an invoice.

b. USE OF AWARD. Grant Sub-Recipient shall use the award, and any income earned on the award funds, for the purpose of enhancing local community-based workforces to increase COVID-19 vaccine access. Grant Sub-Recipient will manage the award funds in accordance with applicable law, this Agreement, and the Notice of Award.

c. REVERSION OF AWARD FUNDS. Grant Sub-Recipient will return to Grant Recipient any unexpended funds at the close of the Term. Award funds shall also be promptly returned if the Grant Recipient determines that Grant Sub-Recipient is not performing in accordance with applicable law, this Agreement, or the Notice of Award.

6. REPORTS AND RECORDS.

a. REPORTS. Grant Recipient shall compile all requisite monthly progress report information from Grant Sub-Recipient and shall submit monthly progress reports pursuant to the Reporting Requirements of the Notice of Award. Grant Sub-Recipient shall comply with the Reporting Requirements of the Notice of Award by sending reports to the Grant Recipient at the end of each Reporting Period.

b. RECORDS RETENTION. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Grant Sub-Recipient shall make such records available at Grant Recipient's request during the Term and for four (4) years after the termination or expiration of this Agreement.

7. INDEPENDENT ENTITIES.

The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. In carrying out its obligations and activities under this Agreement, Grant Sub-Recipient is acting as an independent government and not as an agent, partner, joint venture or employee of Gunnison County. Grant Sub-Recipient does not have any authority to bind Gunnison County in any manner whatsoever.

Grant Sub-Recipient acknowledges and agrees that Grant Sub-Recipient is not

entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County.

8. INDEMNIFICATION.

Grant Sub-Recipient 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 Grand Sub-Recipient or its employees, subcontractors or agents in connection with this Agreement.

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

9. ASSIGNMENT.

This Agreement shall not be assigned by any Party without the prior written consent of the other Party. Any assignment without such consent will be ineffective and void and will be cause for termination of this Agreement.

10. TERMINATION.

The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Party. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.

11. MISCELLANEOUS.

c. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

d. 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.

e. 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.

f. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Parties of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

g. 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.

h. STATUTES, REGULATIONS, AND OTHER AUTHORITY. Any reference in this Agreement or the Notice of Award to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

i. INUREMENT. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

j. SURVIVAL. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

k. WAIVER OF RIGHTS AND REMEDIES. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

l. NO THIRD-PARTY BENEFICIARIES. 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 Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

m. EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES AND RECORDS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq*. 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.

n. AUTHORITY TO EXECUTE. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

12. 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

Hinsdale County School District:

Rebecca Hall, Superintendent

Hinsdale County School District

P.O. Box 39

Lake City, CO 81235

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.

13. GOVERNING LAW.

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

14. 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.

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

By: _____

Roland Mason, Vice Chairperson

By: _____

Elizabeth Smith, Commissioner

ATTEST:

_____

Deputy Clerk

HINSDALE COUNTY SCHOOL DISTRICT

By: Rebecca Hall

Rebecca Hall, Superintendent

Attest:

APPENDIX "A"

SCOPE OF SERVICES

Grant Sub-Recipient shall perform and provide the following services:

1. Employ a Community Health Worker(s) during the 2021-2022 school year, including summer school, to do the following activities:
    a. Perform outreach to vulnerable populations on COVID-19 vaccination opportunities and related resources.
    b. Connect vulnerable populations to clinics providing COVID-19 vaccination services, assisting to make appointments as necessary, and identifying resources to address barriers, such as transportation.
    c. Outreach will occur by phone, at in-person events, or consist of other activities that meet the needs of the community.
    d. Promote COVID-19 vaccination resources, including distributing fliers, or other COVID-19 related material relevant to the county served, including utilizing social media platforms.
    e. Consult with Silver Thread Public Health Nurse regarding vaccination clinics (events) in Hinsdale County through the course of the contract.
    f. Connect organizations offering vaccinations with events that vulnerable populations will attend.
    g. Utilize HRSA survey instruments to measure progress, including survey of CHW, survey on outreach activities, and individual survey of vaccinated clients.
    h. Connect with other regional CHWs quarterly by phone or video conference, as provided by regional Staff.
2. Invoicing will occur by the 15th of the month following and will include documentation of expenses. Documentation will include:
    a. Timesheets, invoices, receipts, travel forms with mileage (not to exceed Federal mileage rate), gift card monitoring forms.
3. Quarterly check-ins with HRSA Project Manager will be attended by a Hinsdale County School representative in order to discuss progress and any challenges.

Gunnison County will:

1. Review monthly invoices and documentation for accuracy and notify Grant Sub-Recipient within 7 days of receiving invoice of any questions. Upon receiving complete and accurate invoices with documentation, Gunnison County will pay Grant Sub-Recipient within 15 days of review and receipt of accurate invoice and documentation.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager's Signature; Cont

Action Requested: Discussion

Parties to the Agreement: Department of Human Services and Division of Child Support Services

Term Begins: 06/01/2022 **Term Ends:** **Grant Contract #:** 22 IHGA 175876

Summary:

The State has entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services ("EVS"), for use of The Work Number. This Contract allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on

Fiscal Impact: $1,293.03

Submitted by: Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/18/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/18/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/19/2022

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

Agenda Date: 6/7/2022

Revised April 2015

DocuSign Envelope ID: DE092782-D51B-4602-80D9-6139E37B0065

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Human Services Division of Child Support Services	**Original Contract Number** 21 IHGA 168836
Contractor Gunnison County	**Amendment Contract Number** 22 IHGA 175876
Current Contract Maximum Amount Initial Term 6.1.2021 – 5.31.2022 $849.62 Extension Terms 6.1.2022 – 5.31.2023 $1,293.03 Total for All Fiscal Years $2,142.65	**Contract Performance Beginning Date** 6/1/2022 **Current Contract Expiration Date** 5/31/2023

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.

CONTRACTOR Gunnison County	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
Signed: DocuSigned by: Matthew Birnie DF57D9FBAE8C463...	Signed: DocuSigned by: Barry J. Pardus E15BD59FC154462...
Printed Name: Matthew Birnie	Printed Name: Barry J. Pardus
Title: County Manager	Title: Deputy Director - OES
Date: 5/23/2022	Date: 5/13/2022

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: DocuSigned by: Toni Williamson D2A31DEB619C416...
Andrea Eurich / Janet Miks / Toni Williamson

Amendment Effective Date: 5/24/2022

DocuSign Envelope ID: DE092782-D51B-4602-80D9-6139E37B0065

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

4. PURPOSE

The State entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services ("EVS"), for use of The Work Number. The State and the County entered into a Contract that allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number. This Amendment adds an additional term and modifies the Contract Maximums Amount.

5. MODIFICATIONS

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

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

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

C. **Exhibit A – Statement of Work** is modified by the addition of **Exhibit A-1 – Statement of Work**, attached and incorporated herein.

D. **Exhibit C – Amendment 9 – 22 IHGA 169011** is modified by the addition of **Exhibit C-1 – Amendment 11 – 22 IHGA 175559**, attached and incorporated herein.

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

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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.

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Exhibit A-1 – Statement of Work

A. Background

For purposes of this Exhibit A, Contractor may also be referred to as "County." The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services ("EVS") and intends to execute an amendment (Exhibit C – Amendment 11 - 22 IHGA 175559) to the Universal Membership Agreement (collectively "Work Number Agreement"). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State's and County's responsibilities as they relate to the Work Number Agreement.

B. Payment

County shall pay the State for County's use of services within the scope of the Work Number Agreement. The State shall promptly pass through County's payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County's obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County's proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of June 1, 2022 to May 31, 2023 is $4,857,250.00, which is based upon an estimated 725,000 income verification requests at $6.65 per income verification request, plus a $3,000 per month service fee. County's responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

[County's Minimum Usage] / [Total Participating counties' Previous Usage] = County Percentage
[County Percentage] X [Annual Minimum Payment] + [Admin Fee]= County Financial Obligation

IF County's Actual Annual Payment is less than County's Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

[Annual Minimum Payment] – [Total Actual Annual Payment] = Total Deficiency

[County Financial Obligation] – [County Actual Annual Payment] = County Deficiency

[County Deficiency] / [Total counties' Deficiency] = Deficient County Percentage

[Deficient County Percentage] X [Total Deficiency] = Deficient County Payment to State

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This table represents each county's financial obligation:

County	**Minimum Usage** (June 2022 - May 31, 2023)	**Minimum Cost** (June 2022 - May 31, 2023)	**Account Service Fee** (June 2022 - May 31, 2023)	**Total Financial Obligation** (June 2022 - May 31, 2023)
Adams	46,847	$311,532.55	$2,326.20	$313,858.75
Alamosa	68	$452.20	$3.38	$455.58
Arapahoe	90,549	$602,150.85	$4,496.23	$606,647.08
Archuleta	65	$432.25	$3.23	$435.48
Bent	23	$152.95	$1.14	$154.09
Boulder	21,395	$142,276.75	$1,062.37	$143,339.12
Broomfield	4,015	$26,699.75	$199.37	$26,899.12
Clear Creek	23	$152.95	$1.14	$154.09
Conejos	98	$651.70	$4.87	$656.57
Crowley	194	$1,290.10	$9.63	$1,299.73
Delta	813	$5,406.45	$40.37	$5,446.82
Denver	110,665	$735,922.25	$5,495.09	$741,417.34
Douglas	2,139	$14,224.35	$106.21	$14,330.56
Eagle	1,519	$10,101.35	$75.43	$10,176.78
Elbert	23	$152.95	$1.14	$154.09
El Paso	53,389	$355,036.85	$2,651.04	$357,687.89
Fremont	3,315	$22,044.75	$164.61	$22,209.36
Grand/Jackson	211	$1,403.15	$10.48	$1,413.63
Gunnison	193	$1,283.45	$9.58	$1,293.03
Jefferson	48,601	$323,196.65	$2,413.29	$325,609.94
Kiowa	23	$152.95	$1.14	$154.09
Kit Carson	23	$152.95	$1.14	$154.09
Lake	222	$1,476.30	$11.02	$1,487.32
La Plata/San Juan	1,961	$13,040.65	$97.37	$13,138.02
Larimer	35,329	$234,937.85	$1,754.27	$236,692.12
Las Animas	360	$2,394.00	$17.88	$2,411.88
Mesa	6,778	$45,073.70	$336.56	$45,410.26
Moffat	367	$2,440.55	$18.22	$2,458.77
Montezuma	2,475	$16,458.75	$122.90	$16,581.65
Morgan	4,601	$30,596.65	$228.46	$30,825.11
Park	23	$152.95	$1.14	$154.09
Pitkin	82	$545.30	$4.07	$549.37
Prowers	23	$152.95	$1.14	$154.09
Pueblo	16,387	$108,973.55	$813.70	$109,787.25
Rio Grande/Mineral	109	$724.85	$5.41	$730.26
Routt	492	$3,271.80	$24.43	$3,296.23
San Miguel/Ouray	180	$1,197.00	$8.94	$1,205.94
Summit	480	$3,192.00	$23.83	$3,215.83
Weld	55,532	$369,287.80	$2,757.45	$372,045.25
CDHS SNAP QA	408	$2,713.20	$20.26	$2,733.47
HCPF	215,000	$1,429,750.00	$10,675.86	$1,440,425.86

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TOTAL	**725,000**	**$4,821,250.00**	**$36,000.00**	**$4,857,250.00**

D. Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.

3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.

4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.

5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.

6. County hereby grants the State authority to do the following:
    a. Extend until May 31, 2023 the State's agreement with TALX corporation; and
    b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

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Exhibit C-1 – Amendment 11 – 22 IHGA 175559

AMENDMENT 11 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 11 is entered into by and between **TALX Corporation, a provider of Equifax Verification Services** ("TALX" or "EVS") and **The State of Colorado, Colorado Department of Human Services ("CDHS" or "Agency")** jointly "the Parties," with reference to the following:

WHEREAS, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the "**Agreement**"); and

WHEREAS, the Parties made effective the Schedule A – The Work Number® Express Social Service on October 19, 2016 (the "**Schedule A**"); and

WHEREAS, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the "**Successive Term Schedule A**"); and

WHEREAS, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the "**Temporary Extension Period**") while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, CDHS exercised its second optional renewal term (as permitted in Section II of Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 ("**Amendment 1**"); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the "**Second Temporary Extension Period; Amendment 2**") while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the "**Third Temporary Extension Period; Amendment 3**") while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the "**Fourth Temporary Extension Period; Amendment 4**") while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

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WHEREAS, the Parties subsequently amended the Schedule A to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview ("**Amendment 5**); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the "**Fifth Temporary Extension Period; Amendment 6**"); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the "**Sixth Temporary Extension Period; Amendment 7**"); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 – May 31, 2021 (the "**Seventh Temporary Extension Period; Amendment 8**"); and

WHEREAS, the Parties subsequently amended the Agreement in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 – May 31, 2022 and allow Colorado government entities, "Participating Entities", in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement (the "**Third Successive Schedule A**; **Amendment 9**"); and

WHEREAS, the Parties subsequently amended the Agreement in order to add a new Section to the Statement of Work to Schedule A for Participating Entities only regarding Web Services and to allow HCPF a Pilot Period ("**Amendment 10**"); and

WHEREAS, the Parties desire to add access to the system by Batch with the applicable terms and conditions outlined herein; and amend the Agreement as set forth below. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 11, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

NOW, THEREFORE, upon Colorado State Controller signature, and effective on June 1, 2022 , the Parties do hereby agree to amend the Agreement as follows:

This Amendment 11 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 document.

A. CDHS hereby exercises a one (1) year extension beginning June 1, 2022 and ending on May 31, 2023.

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B. Pricing Terms & Conditions:

Verification Fees: Employment Summary (SSN Search) shall remain unlimited at no charge.

Income Verifications	**Minimum Annual Fixed Fee** (June 1, 2022 – May 31, 2023)	**Transaction Ceiling (Total # of Transactions)** (June 1, 2022 – May 31, 2023)	**Cost Above Ceiling (Per Transaction)**
	$4,821,250	725,000	$6.65

- **Monthly Account Servicing Fee for the Fourth Successive Schedule Extension Period**: $3,000.00
- The Fixed Fee for the products listed will be payable as the Transactions come in (billed at the Cost Above Ceiling rate per Transaction). At the end of the Extension Period, if CDHS has not met the Minimum Annual Fixed Fee, the difference between the Minimum Annual Fixed Fee and that for the Transactions paid will be due and payable.
- The above pricing reflects the rate for each successful Transaction and is based on one use/decision per Transaction. A "Transaction" is defined by a database search which successfully returns Data. Each employer returned in a Verification Report constitutes a separate "Transaction". For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.
- Each Transaction performed above the included Total Number of Transaction Ceiling, will be charged at the Cost Above Ceiling Per Transaction fee noted above and shall be billed beginning in the month in which the Transaction Ceiling has been exceeded.
- EVS may modify the Service Descriptions or Fee on thirty (30) days' notice to CDHS. CDHS may terminate the Service within thirty (30) days after notice of a modification to the Service Description or Fee on written notice to EVS. Absence of such termination shall constitute CDHS's agreement to such modification.
- Notwithstanding anything herein or the Agreement to the contrary, in the event CDHS terminates the Agreement or Schedule A prior to the end of the current term, CDHS shall pay one hundred percent (100%) of the remaining Minimum Annual Fixed Fee amount due under the current term obligation, including any Cost Above Ceiling overage fees that have been incurred, but not paid. Should CDHS cancel prior to the end of the month, that month (and any Cost Above Ceiling overage fees incurred in that month) shall be considered part of the remaining Minimum Annual Fixed Fee.

C. Exhibit 1 to Schedule A is in addition to the existing Exhibit 1(s) to Schedule A as follows:

County	**Minimum Usage** (June 2022 - May 31, 2023)	**Minimum Cost** (June 2022 - May 31, 2023)	**Account Service Fee** (June 2022 - May 31, 2023)	**Total Financial Obligation** (June 2022 - May 31, 2023)
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Archuleta	65	$432.25	$3.23	$435.48

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Broomfield	4,015	$26,699.75	$199.37	$26,899.12
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La Plata/San Juan	1,961	$13,040.65	$97.37	$13,138.02
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Pitkin	82	$545.30	$4.07	$549.37
Prowers	23	$152.95	$1.14	$154.09
Pueblo	16,387	$108,973.55	$813.70	$109,787.25
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San Miguel/Ouray	180	$1,197.00	$8.94	$1,205.94
Summit	480	$3,192.00	$23.83	$3,215.83
Weld	55,532	$369,287.80	$2,757.45	$372,045.25
CDHS SNAP QA	408	$2,713.20	$20.26	$2,733.47
HCPF	215,000	$1,429,750.00	$10,675.86	$1,440,425.86
TOTAL	**725,000**	**$4,821,250.00**	**$36,000.00**	**$4,857,250.00**

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D. **Agency Use of Service.** The parties agree to amend Schedule A – The Work Number® Express Social Service Verification – Fees and Service Description in order to add eBatch Services and access. The parties agree to revise Sections I (a), I(b) and I(c) in their entirety to now read as follows:

I) (a) - Product.

i. The Work Number® Express Social Service Verification. A Social Service verification report provided via the Service ("Verification Report") will include, without limitation and as available, the Consumer's (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.

ii. **The Work Number® eBatch Employment Verification.** An Employment Verification, provided in a batch-only delivery mode ("eBatch Service"), includes the Consumer's (i) employer name, (ii) employer address, (iii) employment status, (iv) most recent hire date, (v) total length of service, and (vi) position title, where available.

iii. **The Work Number® eBatch Income Verification.** An Employment and Income Verification, provided in a batch-only delivery mode ("eBatch Service"), includes the Consumer's (i) employer name, (ii) employer address, (iii) employment status, (iv) most recent hire date, (v) total length of service, (vi) position title, where available, and up to three years of income history, where available.

I) (b) – Input Requirements.

i. **Online.** Agency shall request access to Data and Service by inputting the Consumer's social security number at the relevant EVS website.

ii. e**Batch (Employment and/or Income).** Agency may request the Data and Service be delivered via 'batch' by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS's standard format and secure batch website. If utilized, the 'batch' Service requires the Agency or Participating County, to periodically create and deliver a request file of Consumer social security numbers to EVS. EVS will process the request file and deliver a return file of "Active" only Employment or Income Verifications on social security numbers for which it has Data. Each party will bear the cost of producing their batch files. Upon submission of a file, Agency is obligated to pay all charges and/or fees in accordance with the Payment Terms and Pricing between EVS and Agency. Agency is responsible for providing a file in the correct format and for ensuring that the file being submitted is not in error.

I)(c) – Output.

i. **Online.** The Service will be delivered online, providing automated access to requested Data.

ii. **eBatch (Employment and/or Income)**. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements above, EVS will deliver a return file of Data via the secure batch website.

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IN WITNESS WHEREOF, the Parties have executed this 11TH Amendment through their duly authorized representatives.

STATE OF COLORADO **Jared Polis, GOVERNOR** Colorado Department of Human Services Michelle Barnes, Executive Director	**TALX Corporation,** **provider of Equifax Verification Services**
By (signature): _____	By (signature): _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____

This Amendment 11 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER

By (signature): _____

Name/Title: (print): _____

Date: _____

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Department of Human Services

21 IHGA 168836
eClearance: 2105262

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Economic Security	**Contractor** Gunnison County Contractor's State of Incorporation: **Colorado**
Contract Maximum Amount Initial Term 6.1.2021 – 5.31.2022 $849.62 Maximum Amount for All Fiscal Years $849.62	**Contract Performance Beginning Date** The later of the Effective Date or June 1, 2021 **Initial Contract Expiration Date** May 31, 2022 or otherwise upon termination of the Schedule A as specified in the Work Number Agreement Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.
Pricing/Funding Price Structure: Fixed Price Contractor shall invoice: As specified elsewhere Fund Source: CFMS	**Options** The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in **§**8: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **No** Protected Information: **No** Professional Liability Insurance: **No** Crime Insurance: **No**	**Miscellaneous** Authority to enter into this Contract exists in: C.R.S. § 26-1-111 Law-Specified Vendor Statute (if any): N/A Procurement Method: Exempt Solicitation Number (if any): N/A
State Representative Barry Pardus, Deputy Director Office of Economic Security 1575 Sherman St., 5th Floor Denver, CO 80203 (303) 866-3726 barry.pardus@state.co.us	**Contractor Representative** Joni Reynolds, Director Gunnison County Department of Health and Human Services 225 North Pine Street Gunnison, CO 81230 (970) 641-7940 jreynolds@gunnisoncounty.org

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Exhibits

The following Exhibits are attached and incorporated into this Contract:
Exhibit A – Statement of Work
Exhibit B – Universal Membership Agreement - 16 IHEA 83111
Exhibit C – Amendment 9 - 22 IHGA 169011
Exhibit D – UMA Exhibit 1-A

Contract Purpose

The State has entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services ("EVS"), for use of The Work Number. This Contract allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number.

Signature Page begins on next page →

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR Gunnison County	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
Signed: DocuSigned by: Matthew Birnie DF57D9FBAE8C463...	Signed: DocuSigned by: Barry J. Pardus E15BD59FC154462...
Printed Name: Matthew Birnie	Printed Name: Barry J. Pardus
Title: County Manager	Title: Deputy Director - OES
Date: 5/18/2021	Date: 5/6/2021
2nd State or Contractor Signature if Needed By: Date:	**LEGAL REVIEW** Philip J. Weiser, Attorney General By: Assistant Attorney General Date:

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Toni Williamson D2A31DEB619C416...
Andrea Eurich / Janet Miks / Toni Williamson

Effective Date: 5/18/2021

-- Signature and Cover Pages End --

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the "Effective Date", which shall be upon approval by the State Controller or designee and upon full execution of substantially the same agreement with all counties listed in this Contract. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an

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"Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to **§21** "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

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3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

H. **"End of Term Extension"** means the time period defined in **§2.D**.

I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. **"Extension Term"** means the time period defined in **§2.C.**

L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

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M. **"Initial Term"** means the time period defined in **§2.B**.

N. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

O. "**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.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

Q. "**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.

R. "**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.

S. **"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

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such information; or (v) was independently developed without reliance on any State Confidential Information.

T. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

U. **"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.

V. **"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.

W. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

X. "**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.

Y. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

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

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

4. STATEMENT OF WORK

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

5. REPORTING - NOTIFICATION

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action

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and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in **§15**.

6. 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. 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.

B. 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.

C. 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.

7. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an

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employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

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

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

8. INSURANCE

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

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All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

B. Automobile Liability

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

C. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

D. Professional Liability Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

E. Crime Insurance

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

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Additional Insured

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

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G. Primacy of Coverage

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

H. Cancellation

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

I. Subrogation Waiver

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

J. Public Entities

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

K. Certificates

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

9. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-

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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.

10. 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. 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.

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 **§14**, shall have all remedies available at law and equity.

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11. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

12. NOTICES AND REPRESENTATIVES

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

13. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

14. 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

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assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use

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digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

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

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

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

K. Order of Precedence

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

i. HIPAA Business Associate Agreement (if any).

ii. Colorado Special Provisions in **§19** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq*. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political

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subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

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

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in

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§24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts

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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. §§24-18-201 and 24-50-507, C.R.S.

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

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

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

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that

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the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and CDHS within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to CDHS a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., CDHSmay terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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

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

16. DEPARTMENT OF HUMAN SERVICES PROVISIONS

A. Exclusion, Debarment and/or Suspension

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

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such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Restrictions on Public Benefits

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

C. Discrimination

Contractor shall not:

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

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

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

D. Criminal Background Check

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

i. submit to and successfully pass a criminal background check, and

ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

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

E. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

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

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

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17. SAMPLE OPTION LETTER (IF APPLICABLE)

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, 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** 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€: 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:

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

STATE OF COLORADO INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE SAMPLE ONLY – DO NOT SIGN By: Name & Title of Person Signing for Agency or IHE Date: SAMPLE ONLY – DO NOT SIGN	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. **STATE CONTROLLER** SAMPLE ONLY – DO NOT SIGN Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: SAMPLE ONLY – DO NOT SIGN

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Exhibit A – Statement of Work

A. Background

For purposes of this Exhibit A, Contractor may also be referred to as "County." The State has entered into a contract (Exhibit B – Universal Membership Agreement - 16 IHEA 83111) with TALX Corporation, a provider of Equifax Verification Services ("EVS") and intends to execute an amendment Exhibit C – Amendment 9 - 22 IHGA 169011) to the Universal Membership Agreement (collectively "Work Number Agreement"). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State's and County's responsibilities as they relate to the Work Number Agreement.

B. Payment

County shall pay the State for County's use of services within the scope of the Work Number Agreement. The State shall promptly pass through County's payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County's obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County's proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of June 1, 2021 to May 31, 2022 is $3,419,800.00, which is based upon an estimated 535,000 income verification requests at $6.28 per income verification request, plus a $5,000 per month service fee. County's responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

[County's Minimum Usage] / [Total Participating counties' Previous Usage] = County Percentage
[County Percentage] X [Annual Minimum Payment] + [Admin Fee]= County Financial Obligation

IF County's Actual Annual Payment is less than County's Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

[Annual Minimum Payment] – [Total Actual Annual Payment] = Total Deficiency

[County Financial Obligation] – [County Actual Annual Payment] = County Deficiency

[County Deficiency] / [Total counties' Deficiency] = Deficient County Percentage

[Deficient County Percentage] X [Total Deficiency] = Deficient County Payment to State

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This table represents each county's financial obligation:

County	Minimum Usage (Jun. 1, 2021 - May 31, 2022)	Minimum Cost	Admin. Fee	Total Financial Obligation
Adams	32,150	$201,902.00	$3,605.09	**$205,507.09**
Alamosa	46	$288.88	$4.75	**$293.63**
Arapahoe	62,141	$390,245.48	$6,988.52	**$397,234.00**
Archuleta	44	$276.32	$4.54	**$280.86**
Bent	15	$94.20	$1.30	**$95.50**
Boulder	14,683	$92,209.24	$1,646.17	**$93,855.41**
Broomfield	2,755	$17,301.40	$308.54	**$17,609.94**
Clear Creek	16	$100.48	$1.30	**$101.78**
Conejos	67	$420.76	$7.06	**$427.82**
Crowley	133	$835.24	$14.49	**$849.73**
Delta	558	$3,504.24	$62.12	**$3,566.36**
Denver	75,946	$476,940.88	$8,516.78	**$485,457.66**
Douglas	1,468	$9,219.04	$164.18	**$9,383.22**
Eagle	1,043	$6,550.04	$116.45	**$6,666.49**
Elbert	16	$100.48	$1.30	**$101.78**
El Paso	36,640	$230,099.20	$4,108.61	**$234,207.81**
Fremont	2,275	$14,287.00	$254.63	**$14,541.63**
Grand/Jackson	145	$910.60	$15.75	**$926.35**
Gunnison	133	$835.24	$14.38	**$849.62**
Jefferson	33,354	$209,463.12	$3,740.13	**$213,203.25**
Kiowa	16	$100.48	$1.30	**$101.78**
Kit Carson	16	$100.48	$1.30	**$101.78**
Lake	152	$954.56	$16.58	**$971.14**
La Plata/San Juan	1,346	$8,452.88	$150.47	**$8,603.35**
Larimer	24,246	$152,264.88	$2,718.64	**$154,983.52**
Las Animas	247	$1,551.16	$27.26	**$1,578.42**
Mesa	4,651	$29,208.28	$521.15	**$29,729.43**
Moffat	252	$1,582.56	$27.78	**$1,610.34**
Montezuma	1,699	$10,669.72	$190.04	**$10,859.76**
Morgan	3,158	$19,832.24	$353.66	**$20,185.90**
Park	16	$100.48	$1.30	**$101.78**
Pitkin	56	$351.68	$5.80	**$357.48**
Prowers	16	$100.48	$1.31	**$101.79**
Pueblo	11,246	$70,624.88	$1,260.73	**$71,885.61**
Rio Grande/Mineral	75	$471.00	$7.89	**$478.89**
Routt	338	$2,122.64	$37.41	**$2,160.05**
San Miguel/Ouray	123	$772.44	$13.34	**$785.78**
Summit	329	$2,066.12	$36.47	**$2,102.59**

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Weld	38,110	$239,330.80	$4,273.48	**$243,604.28**
CDHS SNAP QA	280	$1,758.40	$30.92	**$1,789.32**
HCPF	185,000	$1,161,800.00	$20,747.08	**$1,182,546.08**
TOTAL	**535,000**	**$3,359,800.00**	**$60,000.00**	**$3,419,800.00**

D. Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.

3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.

4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.

5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.

6. County hereby grants the State authority to do the following:
    a. Extend until May 31, 2022 the State's agreement with TALX corporation; and
    b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

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UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

This **Universal Membership Agreement** (the "Agreement') is entered into by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri ("EVS"), and the State of Colorado, Colorado Department of Human Services ("CDHS").

RECITALS:

A. EVS operates The Work Number®, a service used to verify employment and income information about an individual ("Consumers"), and various other services used to verify certain Consumer information (EVS's services are collectively referred to herein as the "Service"); and

B. CDHS wishes to have Participating Counties use use the Service to verify certain Consumer information.

NOW, THEREFORE, EVS and CDHS agree as follows:

1. **SCOPE OF THE AGREEMENT.** EVS agrees to allow Colorado's counties to use the Service pursuant to the terms of this Agreement. In that regard, this Agreement shall be considered a "master agreement" allowing the said Colorado counties to participate, provided such counties individually execute a Participation Agreement ("Participation Agreement") in the form of Exhibit 1 attached hereto (including Attachment 1 to Exhibit 1), along with an applicable Schedule A. It is further acknowledged by the parties that while this Agreement is with the State of Colorado Department of Human Services, the use by the said counties will be done by each under its status as an individual political subdivision of the State and as a separate legal entity pursuant to the terms of this Agreement; and the Participation Agreement and Schedule A executed by said counties. All references herein, or any applicable Schedule A, to "party" or "parties" and all references to "Participating County", shall apply equally and separately to each county executing a Participation Agreement and Schedule A (the "Participating County").

   This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in each Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.

2. **EVS OBLIGATIONS.** The Service will provide Participating County with automated access to certain employment and/or income data ("Data") furnished to EVS by employers.

3. **PARTICIPATING COUNTY OBLIGATIONS.**

   a. Participating County shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.

   b. CDHS shall pay for the Services on behalf of the Participating Counties and shall promptly notify EVS of any failure by any Participating County to provide CDHS with sufficient funds to cover the cost of Services. Upon notification from CDHS of such failure, EVS will suspend and/or terminate the Services for such Participating County.

      Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

      If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month. CDHSwill be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon CDHS's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written agreement between CDHS and EVS.

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EVS and CDHS understand and agree that CDHS is acting as a fiscal agent for the Participating Counties, passing through payment of all costs from the Participating Counties to EVS. CDHS shall not be liable for any debt or payment obligation incurred by a Participating County pursuant to this Agreement or any Participation Agreement, provided, however, that any failure by CDHS to obtain and pass through such payments from any Particpating County shall constitute a breach of this Agreement by such Participating County; and EVS shall have the right to terminate this Agreement with respect to such Participating County upon written notice and at least thirty (30) days in which CDHS may cure the breach. In order to appropriately allocate costs among Participating Counties using the Service, EVS will provide to CDHS an itemized invoice, detailing activity by each Participating County.

c. Participating County certifies that it will order Data from the Service only when Participating County intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when Participating County otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.

   Participating County agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.

d. To the extent Participating County orders any Data relating to Vermont residents, Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents only after Participating County has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from EVS.

e. Participating County may use the Data provided through the Service only as described in this Agreement. Participating County may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Participating County first obtains EVS's written consent; provided, however, that Participating County may discuss Consumer Data with the Data subject when Participating County has taken adverse action against the subject based on the Data. Participating County will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Participating County will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Participating County. Participating County will not interpret the failure of EVS to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.

f. Participating County may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Participating County may not access, use or store the Data or EVS Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Participating County first obtaining EVS's written permission.

g. Participating County represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and iii) is requesting the Data in compliance with all laws.

h. Participating County acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.

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i. Participating County represents and warrants it has written authorization from the Consumer to verify income. Participating County need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Participating County is using the Service to collect on defaulted child support obligations, Participating County is not required to obtain such authorization.

j. Participating County may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining EVS's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with EVS.

k. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Participating County activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Participating County's requests for Data and/or its use of Data. Participating County shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Participating County (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to access its premises, records, and personnel for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Participating County shall include the name and email address of the appropriate point of contact to whom such request should be made in the space providedin Participating County's Participation Agreement . Participating County may change its contact information upon written notice.

l. Additional representations and warranties as may be set forth in each Schedule A.

4. **PARTICIPATING COUNTY USE OF SERVICE.**
Data on the Service may be accessed by Participating County to verify Consumer's employment status ("The Work Number® Employment Verification") or income ("The Work Number® Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or the establishment and enforcement of child support orders and collecting on defaulted obligations that are in effect and valid.

5. **DATA SECURITY.** This Section 5 applies to any means through which Participating County orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 5, the term "Authorized User" means a Participating County employee that Participating County has authorized to order or access the Service and who is trained on Participating County's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Participating County's FCRA and other obligations with respect to the access and use of Data.

a. Participating County will, with respect to handling any Data provided through the Service:

1. ensure that only Authorized Users having a need to know can order or have access to the Service for an authorized purpose,

2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,

3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA and other state and federal privacy laws punishable by fines and imprisonment,

4. ensure that all devices used by Participating County to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,

5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Participating County security codes, user names, User IDs, and any passwords Participating County may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.

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6. change Participating County's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Participating County suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,

7. adhere to all security features in the software and hardware Participating County uses to order or access the Services, including the use of IP restriction,

8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,

9. in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals

10. only use assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) owned by Participating County to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, commercially reasonable practices for the type of Data received from EVS must be employed,

11. if Participating County sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,

12. not ship hardware or software between Participating County's locations or to third parties without deleting all EVS Participating County number(s), security codes, User IDs, passwords, Participating County user passwords, and any consumer information, or Data,

13. monitor compliance with the obligations of this Section 5, and immediately notify EVS if Participating County suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,

14. if, subject to the terms of this Agreement, Participating County uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Participating County's user names, security access codes, or passwords, and Participating County will ensure the Service Provider safeguards Participating County's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Participating County under this Section 5,

15. use commercially reasonable efforts to assure data security when disposing of any Data obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Participating County's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,

16. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,

17. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,

18. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,

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19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location by EVS or its designated representative, and

20. in the event Participating County has a security incident involving EVS Confidential Information, Participating County will fully cooperate with EVS in a security assessment process and promptly remediate any finding.

b. If EVS reasonably believes that Participating County has violated this Section 5, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Participating County and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Participating County's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Participating County's compliance with the data security requirements of this Section 5.

6. **CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 6 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Notwithstanding the foregoing, EVS acknowledges that the terms of this Agreement (excluding any Schedules attached) may be subject to release under the Colorado Open Records Act (the "Act") or similar acts that may apply to government agencies. If Participating County is compelled to disclose any Confidential Information under the Act, Participating County will provide EVS with prompt written notice so that EVS may seek protection of its Confidential Information which may be exempt from disclosure under the Act. If such protection is not obtained by the date that Participating County must comply with the request, Participating County will furnish only that portion of the Confidential Information that it is advised by counsel that it is legally required to furnish, and Client will exercise commercially reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

7. **TERM AND TERMINATION.** This Agreement shall be for an initial 90-day trial term ("Trial Term") to allow CDHS to evaluate the Service. Should CDHS elect to continue using the Service beyond such Evaluation Term, the Term of this Agreement shall be for an annually renewable term, and shall be automatically renewed for successive one year terms unless either party provides notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the conclusion of the then current term. CDHS may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to EVS. Any Participating County may likewise terminate its Participation Agreement upon thirty (30) days notice to EVS. Unless otherwise provided for in the relevant schedule, EVS may, with thirty (30) days notice, (i) change the price of the Service once annually, and/or (ii) change the Service Schedule and/or Description as deemed necessary, in EVS's sole discretion. CDHS's or Participating County's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided above. If EVS believes that CDHS or Participating County has breached an obligation under this Agreement, EVS may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules executed by Participating County immediately upon notice to CDHS and/or Participating County.

8. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to EVS.

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9. **WARRANTY.** EVS warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to EVS's performance thereof. CDHS and Participating County each acknowledge that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EVS KNOWS OF SUCH PURPOSE.

10. **LIMITATION OF LIABILITY.** In no event shall EVS be liable to CDHS or any Participating County for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought. Except for (i) death, personal injury, and property damage, and (ii) EVS's indemnification obligations found herein, damages of any kind payable by EVS shall not exceed the sum paid by Participating County during the twelve months prior to the act or occurrence which gives rise to the claim.

11. **INDEMNIFICATION**. EVS agrees to indemnify, defend and hold harmless ("Indemnify") CDHS, the Participating Counties and their elected officials, officers, agents, and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims") brought by third parties against the Indemnified Party and arising from EVS's or its directors', officers' or employees' (i)-negligent or intentional, wrongful act or omission, (ii) violation of applicable law or (iii) infringement on third party proprietary rights.

12. **APPLICABLE LAW**. This Agreement shall be governed by the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

13. **FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

14. **INSURANCE:** EVS shall maintain through the Term of this Agreement, at EVS's sole cost and expense, (i) all insurance coverage required by federal and state laws, including worker's compensation and employer's liability all with statutory minimum limits, (ii) general and auto liability coverage, and (iii) professional liability (Errors and Omissions) insurance, with insurance companies with an A.M. Best Rating of at least A-VIII in amounts no less than those currently in place as of the execution date of this Agreement. Prior to start of work, EVS shall provide a certificate or adequate proof of the foregoing insurance. Upon execution of this Agreement, EVS shall add CDHS as additional insured on all applicable policies except Workers Compensation and Errors and Omissions.

15. **MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by Participating County without EVS's prior written consent. This Agreement shall be freely assignable by EVS and shall inure to the benefit of and be binding upon the permitted assignee of either CDHS or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.

16. **COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence

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shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

CDHS and the Participating County each acknowledge receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users". Furthermore, CDHS and the Participating County have read "Notice to Users of Consumer Reports Obligations of Users"which explains Participating County's obligations under the FCRA as a user of consumer report information (to be initialed by the person signing on behalf of Participating County). MB

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Human Services
Reggie Bicha, Executive Director

By (signature): Levetta Love
Name (print): Levetta Love
Title: OES Director
Date: 8.26.15

TALX Corporation,
provider of Equifax Verification Services

By (signature):
Name (print): Michael Mohr
Title: Vice President - Sales Operations
Date: 8/13/15

This Agreement is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER

By: Clint Woodruff

Clint Woodruff, Controller / Valri Gimple, Deputy Controller

Date: 8/22/15

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UNIVERSAL SERVICE AGREEMENT
Exhibit 1

PARTICIPATION AGREEMENT

{Enter County Name} ("**Participating County**") and TALX Corporation, ("EVS") agree (i) that Participating County shall receive Services under the provisions of the Universal Membership Agreement dated (the "**Agreement**"), by and between EVS and CDHS, which provisions are incorporated herein by reference; and (ii) that each reference to Participating County in the Agreement shall refer to Participating County separately, as if Participating County had executed the Agreement itself.

Effective Date:

Participating County Information:

Location ID:	
Location Name:	Human Services Building
Main Contact:	Janice Lizzi
Main Contact Email Address	JLizzi@jeffco.us
Main Contact Phone Number:	303/271-4506
Main Contact Fax Number:	303/271-4795
Main Contact Address:	900 Jefferson County Parkway
Main Contact City:	Golden
Main Contact State:	Colorado
Main Contact Zip:	80401
Audit Contact:	
Audit Contact Email Address:	

By signing below, Participating County agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

Agreed:

Participating County

By (signature): Mary C Beem for Lynn Johnson
Name (print): Mary C Beem for Lynn Johnson
Title: Deputy Director
Date: 9.3.15

TALX Corporation,

By (signature):
Name (print): Michael Muhn
Title: Vice President - Sales Operations
Date: 5/13/15

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UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

Attachment 1 to Exhibit 1

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, {Enter County Name} ("Participating County"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Participating County's continued use of EVS services in relation to Vermont consumers, Participating County hereby certifies as follows:

Vermont Certification. Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating County has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Participating County: 30

Signed By: Mary C Berg for Lynn Johnson

Printed Name and Title: Mary C Berg, Deputy Director

Account Number: ____

Date: 9.3.15

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: ____

Title: ____

Mailing Address: ____

E-Mail Address: ____

Phone: ____ Fax: ____

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Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES *** CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

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AMENDMENT 9 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT AND SCHEDULE A

This Amendment 9 is entered into by and between **TALX Corporation** ("TALX") and **The State of Colorado, Colorado Department of Human Services ("CDHS")** jointly "the Parties," with reference to the following:

WHEREAS, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the "Agreement"); and

WHEREAS, the Parties made effective the Schedule A – The Work Number® Express Social Service on October 19, 2016 (the "Schedule A"); and

WHEREAS, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the "Successive Term Schedule A"); and

WHEREAS, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the "Temporary Extension Period") while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, CDHS exercised its second optional renewal term (as permitted in Section II of Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 ("Amendment 1"); and

WHEREAS, the Parties subsequently amended the Successive Term Schedule A to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the "Second Temporary Extension Period") while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the "Third Temporary Extension Period") while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

WHEREAS, the Parties subsequently amended the Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the "Fourth Temporary Extension Period") while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

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WHEREAS, the Parties subsequently amended the Schedule A to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (the "Fifth Amendment); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the "Fifth Temporary Extension Period"); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the "Sixth Temporary Extension Period"); and

WHEREAS, the Parties subsequently amended Schedule A in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 – May 31, 2021 (the "Seventh Temporary Extension Period"); and

WHEREAS, the Parties desire to amend the Agreement in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 – May 31, 2022 (the Third Successive Schedule A") and allow Colorado government entities, "Participating Entities", in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 9, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

NOW, THEREFORE, upon Colorado State Controller signature and effective on June 1, 2021, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 9 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 document.

A. CDHS hereby exercises a one (1) year extension beginning June 1, 2021 and ending on May 31, 2022.

B. **Pricing:**

Verification Fees: Employment Summary (SSN Search) shall remain unlimited at no charge.

Income Verifications	**Fixed Fee** ((June 1, 2021 - May 31, 2022)	**Transaction Ceiling (Total # of Transactions)** (June 1, 2021 - May 31, 2022)	**Cost Above Ceiling (Per Transaction)**
	$3,359,800	535,000	$6.28

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- Monthly Account Servicing Fee for the Third Successive Schedule Extension Period: $5,000.00

- The Fixed Fee for the products listed above will be payable as the Transactions come in. At the end of the Extension Period, if CDHS has not met the Fixed Fee, the difference between the Fixed Fee and that for the Transactions paid will be due and payable.

- The above pricing reflects the Fee for each successful Transaction and is based on one use/decision per Transaction.

- A "Transaction" is defined by a database search which successfully returns Data.

- The Annual Price for the products listed above will be payable in equal monthly fee installments. Agency agrees and acknowledges that the monthly fixed fee will be due and payable even when no transactions are processed during the period. Each hit performed above the Included Annual Hits, will be charged at the overage fee noted above and shall be billed beginning in the month in which the Included Annual Hits are exceeded.

- Notwithstanding anything herein or the Agreement to the contrary, in the event CDHS terminates the Agreement or Schedule A prior to the end of the current term, CDHS shall pay one hundred percent (100%) of the remaining Fixed Fee Amount due under the current term obligation, including any overages that have been incurred, but not paid. Should the CDHS cancel prior to the end of the month, that month (and any overages incurred in that month) shall be considered part of the remaining Fixed Fee.

C. **Exhibit 1 to Schedule A** is in addition to the existing Exhibit 1(s) to Schedule A as follows:

County	**Minimum Usage** (June 1, 2021 - May 31, 2022)	**Minimum Cost** (June 1, 2021 - May 31, 2022)	**Account Service Fee** (June 1, 2021 - May 31, 2022)	**Total Financial Obligation** (June 1, 2021 - May 31, 2022)
Adams	32,150	$201,902.00	$3,605.09	$205,507.09
Alamosa	46	$288.88	$4.75	$293.63
Arapahoe	62,141	$390,245.48	$6,988.52	$397,234.00
Archuleta	44	$276.32	$4.54	$280.86
Bent	15	$94.20	$1.30	$95.50
Boulder	14,683	$92,209.24	$1,646.17	$93,855.41
Broomfield	2,755	$17,301.40	$308.54	$17,609.94
Clear Creek	16	$100.48	$1.30	$101.78
Conejos	67	$420.76	$7.06	$427.82
Crowley	133	$835.24	$14.49	$849.73
Delta	558	$3,504.24	$62.12	$3,566.36
Denver	75,946	$476,940.88	$8,516.78	$485,457.66
Douglas	1,468	$9,219.04	$164.18	$9,383.22
Eagle	1,043	$6,550.04	$116.45	$6,666.49
Elbert	16	$100.48	$1.30	$101.78
El Paso	36,640	$230,099.20	$4,108.61	$234,207.81

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Fremont	2,275	$14,287.00	$254.63	$14,541.63
Grand/Jackson	145	$910.60	$15.75	$926.35
Gunnison	133	$835.24	$14.38	$849.62
Jefferson	33,354	$209,463.12	$3,740.13	$213,203.25
Kiowa	16	$100.48	$1.30	$101.78
Kit Carson	16	$100.48	$1.30	$101.78
Lake	152	$954.56	$16.58	$971.14
La Plata/San Juan	1,346	$8,452.88	$150.47	$8,603.35
Larimer	24,246	$152,264.88	$2,718.64	$154,983.52
Las Animas	247	$1,551.16	$27.26	$1,578.42
Mesa	4,651	$29,208.28	$521.15	$29,729.43
Moffat	252	$1,582.56	$27.78	$1,610.34
Montezuma	1,699	$10,669.72	$190.04	$10,859.76
Morgan	3,158	$19,832.24	$353.66	$20,185.90
Park	16	$100.48	$1.30	$101.78
Pitkin	56	$351.68	$5.80	$357.48
Prowers	16	$100.48	$1.31	$101.79
Pueblo	11,246	$70,624.88	$1,260.73	$71,885.61
Rio Grande/Mineral	75	$471.00	$7.89	$478.89
Routt	338	$2,122.64	$37.41	$2,160.05
San Miguel/Ouray	123	$772.44	$13.34	$785.78
Summit	329	$2,066.12	$36.47	$2,102.59
Weld	38,110	$239,330.80	$4,273.48	$243,604.28
CDHS SNAP QA	280	$1,758.40	$30.92	$1,789.32
HCPF	185,000	$1,161,800.00	$20,747.08	$1,182,547.08
TOTAL	**535,000**	**$3,359,800.00**	**$60,000.00**	**$3,419,800.00**

D. The Parties agree the Scope of Work below specific to Participating Entities, shall be attached to and made part of Schedule A to the Agreement.

E. **Section 1, SCOPE OF THE AGREEMENT**. The parties agree to expand use of the Services beyond Colorado's counties to add governmental entities "Participating Entity", provided such entities individually execute a Participation Agreement ("Participation Agreement") in the form of Exhibit 1-A attached hereto (including Attachment 1-A to Exhibit 1-A), attached hereto; along with, an applicable Schedule A. All obligations of "Participating County", "CDHS", and terms and conditions of the Agreement shall apply equally to and separately to each Participating Entity executing a Participation Agreement and Schedule A.

[Signature page to follow]

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IN WITNESS WHEREOF, the Parties have executed this 9TH Amendment through their duly authorized representatives.

STATE OF COLORADO **Jared Polis, GOVERNOR** Colorado Department of Human Services Michelle Barnes, Executive Director	**TALX Corporation,** **provider of Equifax Verification Services**
By (signature): _____	By (signature): _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____

This Amendment 9 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER

By (signature): _____

Name/Title: (print): _____

Date: _____

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Scope of Work to Schedule A
Employment and Income Verification (VOE/VOI) Database and Web Service
(Participating Entities only)

TALX Corporation, a provider of Equifax Verification Services ("EVS") shall maintain an employment and income verification database ("The Work Number®" or "TWN") and "Web" Service that provides real-time responses to queries from Participating Entities via system-to-system integration delivery between EVS and the State's application, the Colorado Benefits Management System ("CBMS").

I. The Web Service shall:

A. Accept query requests from CBMS; and

B. Provide a real-time response to each query as described below.

II. For each Web Service query, EVS shall return matching employment and income records ("records") from TWN, except for those records that EVS would return for the same query to the Centers for Medicare and Medicaid Services ("CMS") as the provider of TWN employment and income data ("Data") for the CMS Federal Data Services Hub ("FDSH") Current Sources of Income and Employment Verification Service ("CSIVS"). At the present time, records not returned to CMS generally fall into one or more of the following three categories:

A. Records in which CMS-required data element(s) are not available;

B. Records in which the "As Of Date" is older than 90 days; and

C. Records not conforming to other technical criteria, such as XML schema validation.

III. EVS shall provide ongoing operational support as follows:

A. Web Service must be available and return a valid response to requests for at least 99.9% of the seconds in each month, exclusive of EVS planned outages and maintenance windows; and, update the Web Service to ensure 24x7 operations, with the exception of planned outages and maintenance windows. This includes personnel to troubleshoot and resolve operational or technical issues pertaining to the Web Service.

B. Standard monthly usage reports to verify all transactions via the Web Service. At a minimum, these reports shall include the following elements:

1. Total number of queries from CBMS to TWN via the Web Service;
2. Total number of responses returned from TWN via the Web Service to CBMS;
3. Total number of queries in which no record was returned from TWN via the Web Service;
4. Average time to return a response from TWN via the Web Service to CBMS;
5. Total number of responses returned from TWN via the Web Service divided by the total number of queries from CBMS ("Web Service Rate of Return"); and

These reports may also include the following elements, as allowable by CMS:

1. Total number of queries from CBMS to TWN via CMS FDSH;
2. Total number of responses returned from TWN via CMS FDSH to CBMS; and
3. Total number of responses returned from TWN via CMS FDSH divided by the total number of queries from CBMS ("CMS FDSH Rate of Return");

C. Regular status meetings once per month, as deemed necessary by EVS and Participating Entities.

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1. Initial status meetings will occur twice per month between EVS and Participating Entities, as agreed upon and deemed necessary, to enable discussion of agreed upon tasks.

D. Upgrades to the Web Service as EVS may reasonably require, such as the following:
   1. Upgrades that are necessary to support CMS, and to mirror the Web Service for CBMS, will be made at no charge to the State of Colorado, Colorado Department of Human Services ("CDHS") or its Participating Entities; and
   2. Any custom development requested beyond the established Web Service as outlined in the Interface Control Document may result in separate fee item(s).

IV. Out of Scope:

Multiple use of TWN Data by any other agency, division, program, entity or political subdivision (even if named in the Agreement), after being used by the State's medical assistance programs, is prohibited unless the parties mutually agree in writing to multi-use decisioning in the future.

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UNIVERSAL MEMBERSHIP AGREEMENT

Exhibit 1-A

PARTICIPATION AGREEMENT FOR PARTICIPATING ENTITY

(Attached under separate cover)

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UNIVERSAL MEMBERSHIP AGREEMENT

Exhibit 1-A

PARTICIPATION AGREEMENT FOR PARTICIPATING ENTITY

{Enter Entity Name} ("**Participating Entity**") and TALX Corporation, a provider of Equifax Verification Services, ("**EVS**") agree (i) that Participating Entity shall receive Services under the provisions of the Universal Membership Agreement last signed by the parties on or about August 26, 2015, and as amended, (the "**Agreement**"), by and between **EVS** and **CDHS**, which provisions are incorporated herein by reference; and (ii) that each reference to Participating Entity in the Agreement shall refer to Participating Entity separately, as if Participating Entity had executed the Agreement itself.

Effective Date:

Participating Entity Information:

Location ID:	
Location Name:	
Main Contact:	
Main Contact Email Address	
Main Contact Phone Number:	
Main Contact Fax Number:	
Main Contact Address:	
Main Contact City:	
Main Contact State:	
Main Contact Zip:	
Audit Contact:	
Audit Contact Email Address:	

By signing below, Participating Entity agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

Agreed:

Participating Entity		**TALX Corporation,**	
By (signature):	_____	By (signature):	_____
Name (print):	_____	Name (print):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

Attachment 1-A to Exhibit 1-A

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, {Enter Entity Name} ("Participating Entity"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Participating Entity's continued use of EVS services in relation to Vermont consumers, Participating Entity hereby certifies as follows:

Vermont Certification. Participating Entity certifies that it will comply with applicable provisions under Vermont law. In particular, Participating Entity certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating Entity has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating Entity further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Participating Entity: _____

Signed By: _____

Printed Name and Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

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Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 ***
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; Brodsky Research

Action Requested: County Manager Signature

Parties to the Agreement: Brodsky Research and Consulting

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

Summary:

HHS and the ECC would like to contract with Brodsky for doing a Cost Analyses of the local Early Childhood system. This is an approved use of the Early Childhood Workforce Innovation Grant.

Fiscal Impact: 19500

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 6/1/2022

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

Comments:
Legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

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

Agenda Date: 6/7/2022

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 23rd day of February, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and Brodsky Research and Consulting whose address is 879 Neon Forest Cir, Longmont, CO 80504 (herein "Contractor").

RECITALS

The Contractor desires to provide professional services for the Gunnison-Hinsdale Early Childhood Council by working with the Council on a project is to understand the potential cost-benefit of salary stipends and sick leave for the local early childhood workforce.

Gunnison County desires to engage Contractor to provide Services according to this Agreement as identified in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("Services").

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on September 1, 2022, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Strategic Result #6. By December 31, 2020, Gunnison County will facilitate efforts in the valley to increase the number of child care and pre-K slots and enhance the opportunities for small business startups for child care/preschool, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed nineteen thousand five hundred and No/100 U. S. Dollars ($19,500.00). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

5. INSURANCE.

Contractor 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, Contractor 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, Contractor 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, Contractor 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 Contractor 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. 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).

d. Contractor warrants and represents that no automobiles will be used by Contractor or any of its employees, agents, or attorneys in providing the services. In reliance on this warranty and representation, the County does not require Contractor to obtain and maintain automobile insurance as a condition of this Agreement.

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 Contractor'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 Contractor. Contractor 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, Contractor'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 Contractor. Contractor 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. Contractor 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 Contractor to the County under this Agreement. The Contractor 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.

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor 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 Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor 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 Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor 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 Contractor 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 Contractor 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.

8. DISCRIMINATION.

The Contractor 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. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

9. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor 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. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

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

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor 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 exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

11. 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. Contractor 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 Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor 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 Contractor 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 Contractor'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.

12. DELEGATION AND ASSIGNMENT.

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

13. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. 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.

14. OWNERSHIP OF PROPERTY.

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

15. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

16. 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.

17. 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 Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. 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. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor 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 Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor 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 Contractor written notice describing the conflict.

19. 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.

20. 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

Contractor:
Andrew Brodsky
Brodsky Research and Consulting
879 Neon Forest Cir, Longmont, CO 80504

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.

21. 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.

22. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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.

23. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor 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 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 Agreement.

24. RECORDS.

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

25. 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: _____

ATTEST:

_____
Deputy Clerk

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: Andrew Brodsky

Andrew Brodsky
Brodsky Research and Consulting

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services:

The analysis will take into account the costs to implement the program over time, as well as the economic benefits resulting from the program, such as benefits to the economy or benefits from reduced turnover. In addition to salary stipends and sick leave the project will look at the potential cost and benefits of offering retirement care, wellness, acute care, or health insurance programs for the local early childhood workforce.

The project will be divided into five tasks, as follows:

Project management and client communication

Maintain communication with the client by email or phone as necessary to identify project goals, to ensure progress towards project objectives, and to receive feedback on deliverables.

Quantitative data collection

Secondary quantitative data will be collected from existing sources. This may include:

- Costs to implement the program
- Teacher workforce size and characteristics
- Average wages of ECE educators
- Extant data on the benefit-cost of various interventions, as available.

Data analysis and model creation

Data will be analyzed and incorporated into an Excel-based dynamic model. This model will estimate the costs and benefits of various potential workforce investments.

Final memo/slide deck

A memo will be developed to include a project overview, methodology, a summary of data collected, and a description of the model and results. If appropriate, a brief slide deck will be developed to summarize results.

Key informant interviews

30-minute interviews would be conducted with 4-6 key informants to better understand the potential investments and the local implementation context. A semi-structured interview protocol will be developed and implemented and results analyzed to address the key research questions.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Contract Amendment #4, IHIA 23 Q

Action Requested: County Manager Signature

Parties to the Agreement: CDHS

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

Summary:

This contract amendment is for the 3rd year of a 3 year grant with CDHS and HHS for the Early Childhood Council Systems Building and Quality Improvement work for $108,040 for FY23.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Additional funds for ECC program. Budget amendment to be done.

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 6/1/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

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

Agenda Date: 6/7/2022

Revised April 2015

COLORADO
Department of Early Childhood

INTERGOVERNMENTAL CONTRACT AMENDMENT #4

SIGNATURE AND COVER PAGE

<table>
<tr><td>State Agency
Colorado Department of Early Childhood
1575 Sherman Street, 1st Floor
Denver, CO 80203</td><td>Original Contract Number
21 IHIA 159833</td></tr>
<tr><td>Contractor
Gunnison County
220 North Spruce Street
Gunnison, CO 81230</td><td>Amendment Contract Number
23 QAAA 175642</td></tr>
<tr><td rowspan="2">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:
• 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).

Extension Terms
State Fiscal Year 2022 $89,280*
*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:
• Quality Improvement (QI) – the maximum amount payable for QI-GAE is subject to appropriated funds, not to exceed $6,283,201
• Expanding Quality in Infant Toddler Care (EQIT) – the maximum amount payable for EQIT-GAE is subject to appropriated funds, not to exceed $505,000
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).
State Fiscal Year 2023 $108,040*
*Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for:
• Quality Improvement (QI) – in the amount of $7,640,801, is subject to appropriated funds,
• Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $647,000 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).
Total for All State Fiscal Years $260,770*</td><td>Contract Performance Beginning Date
July 1, 2020</td></tr>
<tr><td>Current Contract Expiration Date
June 30, 2023</td></tr>
</table>

Signature Page begins on next page →

COLORADO
Department of Early Childhood

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.

CONTRACTOR Gunnison County	**STATE OF COLORADO** Jared Polis, Governor Colorado Department of Early Childhood
_____ By: Matthew Birnie, County Manager	Signed: _____
	Printed Name: _____
Date: _____	Title: _____
	Date: _____

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:_____

-- Signature and Cover Pages End --

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

4. PURPOSE

Gunnison County shall serve as the fiscal agent for Gunnison Hinsdale Early Childhood Council. 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 extends the expiration date, increases funds for SFY23 services, 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; Amendment #3 CMS 22 IHIA 173443) are modified as follows:

A. **Extend the Contract Expiration Date from June 30, 2022 to June 30, 2023**

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

B. **Increase the Contract Amount for SFY23 by $108,040 and Increases the Maximum Amount for All State Fiscal Years from $152,730 to $260,770.**

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

C. **Exhibit A – Statement of Work**

Exhibit A – Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit A of the Original Contract.

D. **Exhibit B – Budget**

Exhibit B – Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit B of the Original Contract.

E. **Exhibit F – Additional Provisions**

Exhibit F – Amendment #4, which is attached and incorporated by this Amendment, shall replace to Exhibit F – Amendment #3 of the Original Contract.

F. **Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit G 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 Early Childhood

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, 2022 – JUNE 30, 2023

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, 2022 – June 30, 2023

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 CDEC 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, 2022 - June 30, 2023	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, 2022 - June 30, 2023	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, 2022 - June 30, 2023	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, 2022 - June 30, 2023	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, 2022 - June 30, 2023	Submitted updated Strategic Plan annually	Plan is submitted to the CDEC	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, 2022 - June 30, 2023	Submitted Evaluation Plan annually	Plan is submitted to the CDEC	Council Co-Coordinator	Personnel
Track and report annually accountability measurements defined in the strategic plan	July 1, 2022 - June 30, 2023	Data tracking requested measures annually	Data is submitted to the CDEC	Council Co-Coordinator	Personnel
Create an Evaluation Report, based on the strategic plan	July 1, 2022 - June 30, 2023	Submitted Evaluation Report annually	Evaluation Report is submitted to the CDEC	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, 2022 - June 30, 2023	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to CDEC	Council Co-Coordinator	Personnel
ECSB Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement #2:	**Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.** **At least 65 early childhood service providers attend the nurturing the young child conference by May 1, 2023 and annually thereafter.**				
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.	May 1st, 2023	The NTYC Conference shall provide at least 6 training hours	List of Attendees, number of training certificates given	Council Co-Coordinator	Personnel and Annual Conference

SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the CDEC.	June 30, 2023.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the CDEC.	June 30, 2023	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 CDEC.	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 31st, 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, 2022 – June 30, 2023	● 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, 2022 – June 30, 2023	● 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, 2022 – June 30, 2023	● 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, 2022 – June 30, 2023	● 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 Department 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 CDEC 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, 2022 – June 30, 2023

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	7/1/2022 – 6/30/2023	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	✓ 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.	7/1/2022 – 6/30/2023	Child care providers that accept CCCAP eligible children shall apply for a Colorado Shines Quality Rating for Level 3-5	✓ 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 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); provide information to providers about the financial benefits of accepting CCCAP eligible children; connect them with the appropriate County CCCAP staff	7/1/2022 – 6/30/2023	Child care providers that are at a Quality Level 3-5 shall accept CCCAP eligible children	✓ 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	7/1/2022 – 6/30/2023	Inform Level 1 providers of the Colorado Shines Quality Improvement System opportunities	✓ 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	7/1/2022 – 6/30/2023	Provide technical assistance to Level 1 providers to register on Colorado Shines, take the steps towards Level 2 and apply for Level 2 rating	✓ 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	7/1/2022 – 6/30/2023	Encourage local child care providers to take action on increasing the quality of their care with accurate information	✓ 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	7/1/2022 – 6/30/2023	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	✓ 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	7/1/2022 – 6/30/2023	Support providers to get accurate information, training and technology on the CCCAP program	✓ 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	7/1/2022 – 6/30/2023	Colorado Shines Quality Rating and Improvement System Early Learning Development Guidelines information is made available on the Gunnison County ECC Website	✓ 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	7/1/2022 – 6/30/2023	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	✓ 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, 2022 – June 30, 2023	● 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, 2022 – June 30, 2023	● 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, 2022 – June 30, 2023	● 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, 2022 – June 30, 2023	● 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 Department 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 CDEC 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 be PDIS Credentialed EQ Infant Toddler Specialists as of the beginning of the performance period. All individuals conducting EQ RELATE Coaching must adhere to the EQ model, utilizing the EQ RELATE Coaching tools, and be a PDIS Credentialed EQ Infant Toddler Specialist Coach. 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, 2022 – June 30, 2023

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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, 2022 - June 30, 2023	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, 2022 - June 30, 2023	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 and EQ Implementation Handbook Each Infant Toddler Specialist who teaches part or all of an EQIT course maintains an EQ Infant Toddler Specialist PDIS Credential.	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. Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023 including participant PDIS ID. EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by July 1, 2022 By July 30, 2022 provide detailed annual course plan with advertising By course start date, confirm that ongoing PD hours shall be awarded directly through PDIS and no paper certificates shall be awarded. Attest to TAP approval of coursework prior to delivery, upon completion and quarterly. ONLY PDIS Credentialed EQ Infant Toddler Specialists or Coachess by July 1, 2022, AND are qualified to provide this course of training are funded using these dollars.	EQ Staff	Personnel

EQIT Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Fidelity implementation and course outcome data collected	July 1, 2022 - June 30, 2023	• Course participants complete EQ Initiative online data collection survey	100% of course participants shall complete	EQ Staff	Personnel
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, 2022 - June 30, 2023	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	Attest to professional development data at the completion of each EQIT course and quarterly October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023, and each time coaching is reimbursed/invoiced Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 1, 2022..	EQ Staff	Personnel

SCHEDULE/MILESTONES

- The GHECCshall submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 23 EQIT course(s) and coaching to include dates and instructors/coaches by July 30, 2022. This plan shall include verification of active status of all EQ Infant Toddler Specialists and Coaches. NO enrollment in FY23 EQIT courses can take place until this information is provided to the EQ Initiative.
- The GHECC shall order materials for FY 23 Fall EQIT course(s) by July 30, 2022 and shall order materials for FY 23 Spring EQIT course(s) by November 30, 2022.
- 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 1, 2022.
- The GHECC shall complete 2 EQIT courses of training by June 30, 2023.
- The GHECC shall complete 24 hours of EQ-funded Coaching by June 30, 2023.
- The GHECC shall submit required quarterly reports by October 31, 2022, January 31, 2023, April 30, 2023 and June 30, 2023.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Department of Early Childhood, Expanding Quality in Infant Toddler Care Initiative. 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 CDEC 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 July 1st, 2022 through June 30th, 2023.

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)	July 1st, 2022 - 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
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	July 1st, 2022 - 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
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/)	July 1st, 2022 - 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.	July 1st, 2022 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

Measurement	Schedule	Deliverables
Text, email, and/or calling methods are developed and child care slot availability is tracked throughout the grant period.	June 30th, 2023	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 30th, 2023	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 30th, 2023	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 Department of Early Childhood. 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 CDEC 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 July 1, 2022 through June 30th, 2023

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.	July 1st, 2022-June 30th, 2023	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	July 1st, 2022-June 30th, 2023	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.	July 1st, 2022-June 30th, 2023	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	July 1st, 2022-June 30th, 2023	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	FCCH Navigator	Personnel

FCCH Work Plan					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Connect FCCH providers with CSQI Navigators	July 1st, 2022-June 30th, 2023	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
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 HB21-1222 and SB21-077	July 1st, 2022-June 30th, 2023	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
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;	July 1st, 2022-June 30th, 2023	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
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;	July 1st, 2022-June 30th, 2023	-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	July 1st, 2022-June 30th, 2023	New and existing FCCH providers are given information on available programs and consultative supports.	-Number of providers contacted and given information	FCCH Navigator	Personnel
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.	July 1, 2022-June 30th, 2023	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

Measurement	Schedule	Deliverables
8 potential, new, or existing providers shall be connected to or provided information on: -other local consultative roles (EQIT, ECMH, etc.). - financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities - Colorado Child Care Assistance Program (CCCAP). -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. -health insurance options	June 30th, 2023	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 30th, 2023	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 30th, 2023	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 30th, 2023	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 30th, 2023	• 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 Department of Early Childhood. 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 CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.

COLORADO
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Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County
Budget Period	July 1, 2022 - June 30, 2023
Project Name	Early Childhood Council Early Childhood Systems Building (ECSB) Colorado Shines Quality Improvement (CSQI) Child Care Resource & Referral (CCR&R) FCCH Navigator

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 2023**
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 CDEC**
Council Co-Coordinator/Margaret Wacker	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leades planning processes, and assists in writing grants. (ECSB 13%, CSQI 11%, CCR&R 0%, FCCH 0%)	$81,827	$28,912	12	24%	$ 14,396	$ 12,181	$ -	$ -	**$ 26,577**
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 17%, CSQI 16%, CCR&R 0%, FCCH 0%)	$66,019	$26,520	12	33%	$ 15,732	$ 14,806	$ -	$ -	**$ 30,538**
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 10%, CCR&R 0%, FCCH 0%)	$64,418	$12,002	12	10%	$ -	$ 7,642	$ -	$ -	**$ 7,642**
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 0%, CSQI 0%, CCR&R 26%, FCCH 30%)	$45,178	$12,584	12	56%	$ -	$ -	$ 15,018	$ 17,329	**$ 32,347**
					Total Personnel Services (including fringe benefits)	**$ 30,128**	**$ 34,629**	**$ 15,018**	**$ 17,329**	**$ 97,104**
Contractors/Consultants (payments to third parties or entities)										**FY 2023**
Name	**Description of Item**					**ECSB**	**CSQI**	**CCR&R**	**FCCH Navigator**	**Total Amount Requested from CDEC**
BridgeCare	Platform for Availability and Outreach Work					$ -	$ -	$ 600	$ -	**$ 600**
					Total Contractors/Consultants	**$ -**	**$ -**	**$ 600**	**$ -**	**$ 600**

Travel						FY 2023
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
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	$ 1,500	$ 429	$ -	$ 500	**$ 2,429**
	Total Travel	**$ 1,500**	**$ 429**	**$ -**	**$ 500**	**$ 2,429**
Supplies & Operating Expenses						**FY 2023**
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
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	$ 655	$ 1,500	**$ 3,755**
Advertising/Education	Print media and social media, outreach materials, thank yous	$ 583	$ -	$ -	$ 200	**$ 783**
Office Supplies	Paper, pens, markers	$ 295	$ 66	$ -	$ 500	**$ 861**
Meeting/Event Costs	Materials, food for meetings or celebrations	$ 500	$ -	$ -	$ 312	**$ 812**
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, materials, or other expenses related to quality improvement.	$ 996	$ -	$ -	$ -	**$ 996**
Registration Fees	Rocky Mountain Early Childhood Conference - Other Trainings	$ 350	$ 350	$ -	$ -	**$ 700**
	Total Supplies & Operating Expenses	**$ 3,724**	**$ 1,016**	**$ 655**	**$ 2,512**	**$ 7,907**
	TOTAL DIRECT COSTS	**$ 35,352**	**$ 36,074**	**$ 16,273**	**$ 20,341**	**$ 108,040**
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 $25,000.	**MODIFIED TOTAL DIRECT COSTS (MTDC)**	**$ 35,352**	**$ 36,074**	**$ 16,273**	**$ 20,341**	**$ 108,040**
Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						**FY 2022**
Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDHS for this category.	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	Total Indirect	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)	**$ 35,352**				
	TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)	**$ 36,074**				
	TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)	**$ 16,273**				
	TOTAL FCCH Navigator	**$ 20,341**				
	TOTAL AMOUNT REQUESTED FROM CDEC					**$ 108,040**
	PERCENTAGE OF BUDGET BY PROJECT					**FY 2023**
		ECSB	CSQI	CCR&R	FCCH Navigator	Total Percentage
	PERCENTAGE OF BUDGET BY PROJECT	33%	33%	15%	19%	**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 CDEC. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC 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 Department of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall 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 shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. 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 CDEC staff. This process shall 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 CDEC 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 CDEC.

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 Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC 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 Colorado Department of Human Services (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.

13. GIFT CARDS

The Distribution of Gift Cards, where applicable, shall adhere to the following:

A. The contractor agency must have a written Gift Card Distribution Policy in place and this plan must be approved by the Department of Early Childhood before gift cards may be purchased. The policy must include maintaining an audit log of gift card purchases and disbursements and a process for routine reconciliations.
B. The contractor agency's gift card policy must ensure that gift cards cannot be redeemed for cash and must restrict the recipient from using gift cards for alcohol, firearms, tobacco, lottery tickets, or entertainment.
C. Gift Cards must be distributed to recipients within five (5) business days of purchase.

D. Gift Cards should be given at the conclusion of an event or upon completion of an activity or milestone.
E. Contractor agency staff shall have recipients sign a form that includes the following: Date, Name of Gift Card Recipient, Purpose of Gift Card, Signature of Gift Card recipient acknowledging receipt of Gift Card and Gift Card Amount.
F. The contractor cannot request reimbursement for the cost of gift cards until distribution of the gift cards has been made to recipients. Additionally, the contractor must maintain adequate documentation to show a record of all gift card distributions.
G. The contractor shall be held responsible for inappropriate use of gift cards.

COLORADO
Department of Early Childhood

EXHIBIT **G – Amendment #4** - 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 Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9**;
   iii. The Federal Award Identification Number (FAIN) is **CCDF - 2201COCCDD - Discretionary; PDG - 90TP0054; ARPA Stabilization - 2101COCSC6; CRRSA - 2101COCCC5;**
   iv. The Federal award date is **CCDF Discretionary - 04/06/2022 / PDG - 12/27/2019; ARPA Stabilization - 04/14/2021; CRRSA - 02/01/2021**;
   v. The subaward period of performance start date is **CCDF Discretionary - 10/01/2021; PDG-12/31/2019; ARPA Stabilization- 10/01/2020; CRRSA - 12/27/2020 and end date is CCDF Discretionary - 09/30/2024; 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 CDEC
FY23	**CCDF Discretionary - $41,500*** **ARPA Stabilization - $2,624*** **CRRSA - $36,614*** **PDG - $0***	**CCDF Discretionary - $41,500*** **ARPA Stabilization - $2,624*** **CRRSA - $36,614*** **PDG - $0*** ***An appropriation for Quality Improvement (QI); and Expanding Quality in Infant Toddler Care (EQIT) General Accounting Encumbrance (GAE) is subject to appropriated funds not to exceed $7,589,850 (CCDF Discretionary = $4,708,050; PDG = $49,000; ARPA Stabilization = $2,600,800; CRRSA = $232,000) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.**	**CCDF Discretionary - $41,500*** **ARPA Stabilization - $2,624*** **CRRSA - $36,614*** **PDG - $0***

   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 - Administration for Children & Families; 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 Early Childhood (CDEC); 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 Discretionary - 93.575; PDG - 93.434; ARPA and CRRSA - 93.575**, name **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 - $56,523,372; 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 CDEC cost allocation plan.

2) All requirements imposed by CDEC 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 CDEC imposes on Subrecipient in order for CDEC 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 **the CDHS negotiated rate of 0 %**.

5) Subrecipient must permit CDEC and auditors to have access to Subrecipient's records and financial statements as necessary for CDEC 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 CDEC 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 CDEC 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 CDEC 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.

1.1.1.1.1. 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, of 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 SUBRECEPIENT 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

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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, 1st 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: • 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: • 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 →

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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.

CONTRACTOR	**STATE OF COLORADO**
Gunnison County	Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director
DocuSigned by: Matthew Birnie DF57D9FBAE8C463...	DocuSigned by: Lisa Castiglia F1FA91E0ZB444C8...
By: Matthew Birnie, County Manager	By: Lisa Castiglia, Chief Finance Officer/Director, Division of Operations, Office of Early Childhood
Date: 2/17/2022	Date: 2/17/2022

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: DocuSigned by:
Toni Williamson
D2A31DEB619C416...
Andrea Eurich / Janet Miks / Toni Williamson

Amendment Effective Date: 2/17/2022

DocuSign Envelope ID: 2DC3D709-6861-4A5A-AB60-269E6B52F105

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.

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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.

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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

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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.

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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

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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:	**Early Childhood Services Providers shall have a local, in person, professional development opportunity and improve their Early Childhood Professional Credential Level.** **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.**				
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 31st, 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

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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 31st, 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	• 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	• 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	• 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	• 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.

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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

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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	✓ 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	✓ 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

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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 *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)*; 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	✓ 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	✓ Number of level 1 providers contacted by each avenue	Quality Improvement Navigator	Personnel

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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	✓ 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	✓ 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	✓ 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

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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	✓ 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	✓ 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	✓ Number of Communities meetings with agendas and participants	QI Navigator	Personnel

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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	• 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	• 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	• 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	• 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.

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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

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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

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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 coachees 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.

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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.

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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

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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

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SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
Text, email, and/or calling methods are developed and child care slot availability is tracked throughout the grant period.	June 30th, 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 30th, 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 30th, 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.

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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

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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

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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 HB21-1222 and SB21-077	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

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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

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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

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SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
8 potential, new, or existing providers shall be connected to or provided information on: -other local consultative roles (EQIT, ECMH, etc.). - financial, professional development, shared services, child care management software, family child care home associations, and benefits opportunities - Colorado Child Care Assistance Program (CCCAP). -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. -health insurance options	June 30th, 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 30th, 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 30th, 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 30th, 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 30th, 2022	• Number of providers connected to CSQI navigator that engage in a Level 2-5 rating.

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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.

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COLORADO
Office of Early Childhood
Department of Human Services

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	Margaret Wacker
Phone	970-641-7913
Email	mwacker@gunnisoncounty.org
Fiscal Contact Name and Title	Jody Wise
Phone	970-641-7679
Email	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, leades 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) 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 $25,000.	**$ 35,352**	**$ 31,876**	**$ 8,492**	**$ 10,617**	**$ 86,337**

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Indirect Costs [not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]						**FY 2022**
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 QUIALITY 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)

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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.

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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

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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.

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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.

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COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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 - 2101COCSC6; 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**

		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.	

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.

1.1.1.1.1. 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.

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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.

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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, of 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;

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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;

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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.

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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 SUBRECEPIENT 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;

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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

Colorado Department of Early Childhood

VENDOR CONTACT INFORMATION SHEET

Legal Name of Vendor as it should appear on the Contract/Purchase Order including any dba:

Gunnison County

Address:	220 N. Spruce Street						
City:	Gunnison	**State:**	CO	**Zip Code:**	81230	**County:**	Gunnison
FEIN #	84-60007700			**State of Incorporation**		Colorado	
DUNS #	133115220			**Fiscal Year End Date**		2023	

Type of Entity (please mark one):

- [ ] Individual
- [ ] Professional Corporation (PC)
- [ ] Sole Proprietor
- [ ] Not-For-Profit Corporation
- [ ] Limited Liability Company (LLC)
- [ ] Joint Venture
- [ ] For-Profit
- [ ] Limited Liability Partnership (LLP)
- [X] Government

Primary Contact to Receive ALL Correspondence:

Name: Margaret Wacker
Title: Community Services Supervisor
Email: mwacker@gunnisoncounty.org
Phone: 970-61-7913

CFO or Financial Contact:

Name: Jody Wise
Title: Accountant
Email: jwise@gunnisoncounty.org
Phone: 970-641-7679

Invoice Contact:

Name: Jody Wise
Title: Accountant
Email: jwise@gunnisoncounty.org
Phone: 970-641-7679

Individual Signing Contract:

Name: Matthew Birnie
Title: County Manager
Email: mbirnie@gunnisoncounty.org
Phone: 970-641-0248

Additional Contacts for DocuSign Review:

The Department of Early Childhood collects signatures via DocuSign. **Please list below any individuals that need to be included in the DocuSign process prior to the final signature** (example: Director's Assistant, Attorney, etc):

Name Melanie Bollig
Email mbollig@gunnisoncounty.org
Sign or CC? CC

Is your agency set up for Electronic Deposit with the State of CO? Yes X No

If Yes, please list the last 4 digits of the account number payments should be sent to: 9411

How long does your agency and/or board need to review and return the signed contract? 2 weeks

IMPORTANT – When submitted with a Solicitation, please complete the following:

Vendor should read the entire Solicitation document before submitting a Bid/Proposal/Quote. Solicitation is subject to the conditions stipulated and in accordance with the specifications set forth and/or attached to the Solicitation. All Solicitations shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or job site listed in the Solicitation.

ELECTRONIC OR PRINTED SIGNATURE FROM AUTHORIZED SIGNATORY

4-05-2022
Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Professional Services Agreement; RT Welter and Ass

Action Requested: County Manager Signature

Parties to the Agreement: RT welter and Gunnison County Public Health Family Planning Clinic

Term Begins: 6/10/22 **Term Ends:** **Grant Contract #:**

Summary:

Randy is retiring,she is our current biller and coder. This is the company that Randy suggested we use to train Blair

Fiscal Impact: 10080

Submitted by: ariel tidwell **Submitter's Email Address:** atidwell@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:
Covered in the budget.

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 6/1/2022

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

Comments:
Preferable to remove brackets, but otherwise legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/3/2022 Certificate of Insurance Required Yes (•) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

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

Agenda Date: 6/7/2022

Revised April 2015

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 23rd day of May, 2022 by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 (herein "Gunnison County") and RT Welter and Associates, Inc., whose address is 6870 W. 52nd Avenue, #102, Arvada, CO 80002 (herein "Contractor").

RECITALS

Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

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

1. SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on January 1st, 2023 unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Health and Human Services strategy, as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

In consideration and exchange for Contractor's performance of the Services, during the Term, Gunnison County shall pay Contractor fees as more specifically not to exceed Ten Thousand and eighty dollars and No/100 U. S. Dollars ($__10,080.00_). Payment shall be made by Gunnison County to Contractor within 45 days of receipt of an invoice.

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

[IF THE TERM IS FOR MORE THAN 1 YEAR: 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 the Termination paragraph of this Agreement.]

5. INSURANCE.

Contractor 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, Contractor 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, Contractor 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, Contractor 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 Contractor 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 Contractor'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 Contractor. Contractor 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, Contractor'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 Contractor. Contractor 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. Contractor 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 Contractor to the County under this Agreement. The Contractor 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.

6. INDEPENDENT CONTRACTOR.

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

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

7. INDEMNIFICATION.

Contractor 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 Contractor or its employees, subcontractors or agents in connection with this Agreement. Further, the County shall not be liable to Contractor 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 Contractor expressly disclaims any such claims or damages as against the County.

In case of any claim that is subject to indemnification under this Agreement, Contractor will provide the County reasonably prompt notice of the relevant claim. Contractor 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 Contractor 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 Contractor 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.

8. [SOLE SOURCE CONTRACTS. [ONLY USE ON CONTRACTS $100,000 or more.]]

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

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

b. The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

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

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

9. DISCRIMINATION.

The Contractor agrees 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. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures

as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

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

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

c. Contractor 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. Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. § 8-17.5-102 by the Colorado Department of Labor and Employment.

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

11. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

The Contractor 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 exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

12. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. 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. Contractor 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 Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor 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 Contractor 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 Contractor'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.

13. DELEGATION AND ASSIGNMENT.

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

14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms provided in this Agreement. 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.

15. OWNERSHIP OF PROPERTY.

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

16. WARRANTIES.

Contractor represents and warrants to the County as follows:

a. The Services shall conform to applicable specifications and will be free from deficiencies and defects in materials, workmanship, design or performance, as applicable.

b. All Services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.

c. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement and to perform the Services free and clear from all liens, adverse claims, encumbrances and interests of any third party.

d. There are no pending or threatened lawsuits, claims, disputes or actions adversely affecting the Services or Contractor's ability to perform its obligations under this Agreement.

e. Performance of the Services shall not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party.

f. Contractor has the right to and shall assign to County all third-party warranties and indemnities that Contractor receives in connection with any of the Services provided to County. To the extent that Contractor is not permitted to assign any warranties or indemnities to the County, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of County to the extent Contractor is permitted to do so under the terms of the applicable third-party agreements.

17. 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.

18. 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 Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19. 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. Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services, and Contractor shall not employ any person having such known interests. The Contractor shall also not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor 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 Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor 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 Contractor written notice describing the conflict.

20. 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.

21. 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

Contractor: RT Welter and Associates, Inc.
6870 W. 52nd Avenue, Suite 102
Arvada, CO 80002

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.

22. 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.

23. COUNTERPARTS: FACSIMILE AND ELECTRONIC TRANSMISSION.

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

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.

24. ENTIRE AGREEMENT.

This Agreement comprises the entire agreement between County and Contractor 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 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 Agreement.

25. RECORDS

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

26. 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

[OR COUNTY MANAGER SIGNATURE]

CONTRACTOR

By: _____

APPENDIX "A"

SCOPE OF SERVICES

Contractor shall perform and provide the following services (all services performed remotely, no on-site):

Billing system review, staff training on billing and A/R management:

1. Review CureMD system set up and readiness for billing and A/R management (10 hours)
2. Review Clearinghouse set up and readiness (5 hours)
3. Billing and A/R management training for staff – charges, payments, adjustments and effectively working outstanding A/R (24 hours)
4. Ongoing technical assistance for billing staff (5 hours)

Total Cost Review & Training: $8,580.00

Coding and Documentation Audits Cost:

You have two (2) providers that will need to be audited (PA and NP). The audit fee listed below include the initial preparation, the audit itself and the final report, including executive summary, of our findings and recommendations.

- Evaluation and Management (E/M) Audit of 10 notes per provider: $500.00 per provider

Post-Audit Training and Education Cost:

- Group coding and documentation training/education: This training will include/reinforce general coding and documentation guidelines training, and group feedback from the actual audit results that were analyzed. This group training should be delivered to your entire team – providers, support staff, coders, billers and administration.

  Cost: $250.00 per hour (remote training; 1 hour)

- One-on-one provider training/education: This training will include discussion of the documentation deficiencies identified in the audit, areas with potential for increased revenue as well as areas at risk for a Medicare or other payer audits, and Q&A with any coding or documentation questions. Your billing/coding staff is encouraged to attend.

  Cost: $250.00 per hour (remote, 30 minutes per provider)

  Total Cost for Coding Audits and Training: $1,500.00

TOTAL PROJECT COST: $10,080.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Educational Affiliation Agreement; Colorado School

Action Requested: County Manager Signature

Parties to the Agreement: Colorado School of Public Health

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

Summary:

HHS would like to host a Colorado School of Public Health intern for the summer.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Although perhaps not containing all optimal terms, appears legally sufficient. Also normally we'd want the vendor to sign first. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required

Yes ◉ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 6/7/2022

Revised April 2015

THIS EDUCATIONAL AFFILIATION AGREEMENT ("AGREEMENT") is made and entered into this 7 day of June, 2022, by and between Gunnison County ("AGENCY"), located at 200 E. Virginia Ave, Gunnison CO 81230, and The Regents of the University of Colorado, a body corporate, for and on behalf of the Colorado School of Public Health ("SCHOOL"), (*a collaboration of Colorado State University, University of Colorado and the University of Northern Colorado*) located at 13001 E. 17th Place, Campus Box B119, Aurora, CO 80045.

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties, respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for students in the SCHOOL's Public Health Program.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to the other party, the students assigned to the AGENCY, or any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will use its best efforts to see that students selected for participation in the educational program are prepared for effective participation in the training phase of their overall education.

2. The SCHOOL will retain ultimate responsibility for the education of its students.

3. The SCHOOL will provide qualified and competent faculty members at the school in adequate number for the instruction and supervision of students using the AGENCY facilities.

4. The SCHOOL will instruct all students assigned to the AGENCY facilities in the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also instruct all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

5. The SCHOOL will require all participating students to provide proof of health insurance. In the event of an emergency, the AGENCY will provide such emergency care as is provided its employees. The student will be responsible for any charges thus generated if the charges are not covered under the Colorado Workers' Compensation Act.

6. The SCHOOL will encourage student compliance with the facility's rules, regulations, and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the SCHOOL will keep each participating student apprised of his or her responsibilities.

7. The SCHOOL has an equal/affirmative action program and does not discriminate on the basis of race, sex, creed, color, age, national origin, individual handicap or veteran's status in any aspect of student selection for internship experiences or in disciplining procedures.

8. The SCHOOL warrants and represents that it provides professional liability insurance for itself and for its employees who provide health care services. The students who take part in this educational experience are not employees of the SCHOOL.

9. The SCHOOL will be responsible for providing workers' compensation coverage for students of SCHOOOL at the AGENCY. However, in the event a student is paid by the AGENCY during their learning experiences, the AGENCY will be responsible for providing workers compensation insurance in accordance with the Colorado Workers' Compensation Act.

10. The SCHOOL shall inform its students that they must obtain prior written approval from the AGENCY and the SCHOOL before publishing any material related to the educational experience.

B. Responsibilities of the AGENCY

1. The AGENCY has a responsibility to maintain a learning environment in which sound educational experiences can occur, therefore, the AGENCY will provide physical facilities and learning opportunities for the study of public health.

2. The AGENCY will provide the opportunity for students and faculty to observe and participate in agreed upon services provided by the AGENCY. The services shall be further defined in the learning plan and placement agreement.

3. The AGENCY will retain full responsibility for care of any of its patients or clients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the AGENCY and its care, direct and indirect, of patients or clients.

4. The AGENCY will provide adequate facilities for participating students in accordance with the educational objectives developed through cooperative planning by the SCHOOL's departmental faculty and the AGENCY's staff.

5. The AGENCY staff will, upon request, assist the SCHOOL in the evaluation of the learning and performance of participating students. The SCHOOL will determine a student's final grade.

6. To the extent possible, the AGENCY will provide for the orientation of SCHOOL's participating students as to the AGENCY's philosophies, rules, regulations, and policies of the AGENCY. Attendance at such orientation will be required before any student will be permitted to participate in the program.

7. The AGENCY will limit access to students' files and personal information and will maintain files and personal information in confidence.

8. Upon request, the AGENCY will provide proof of liability insurance in an amount that is customary in the community.

9. The AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student.

10. The AGENCY will permit, on reasonable request, the inspection of facilities by agencies charged with the responsibility for accreditation of the SCHOOL.

11. The AGENCY will resolve any situation in favor of its patients' or clients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed.

12. The AGENCY shall designate an Internship Preceptor. The AGENCY shall notify the SCHOOL of the temporary absence (more than a week) of the Internship Preceptor and designate an acting Internship Preceptor.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of quality patient care or client services. At the insistence of either party, a meeting or conference will promptly be held between SCHOOL and AGENCY representatives to resolve any problems or develop any improvements in the operation of the training program.

3. The personnel of both parties will seek each other's cooperation in carrying out the provisions of this AGREEMENT. During the term of this AGREEMENT, arrangements may be made for periodic meetings between representatives of the SCHOOL and representatives of the AGENCY to promote understanding of and adjustments to any operation or activity involved herein.

4. The AGENCY may request the removal of any student whom the AGENCY determines is not performing satisfactorily, or who refuses to follow the applicable administrative and patient or client care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why AGENCY desires to have the student removed. The student must be afforded by the SCHOOL an opportunity to respond in writing to the statements. However, AGENCY may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior.

D. Term and Termination

This AGREEMENT will commence as of the date first written above. This AGREEMENT may be canceled at any time and for any reason by either party upon not less than thirty (30) days prior written notice to the other party. Should notice of termination be given under this Section, students then scheduled to AGENCY will be permitted to complete any previously scheduled educational assignment at AGENCY.

E. Governing Law

The laws of the State of Colorado and rules and regulations issued pursuant thereto will be applied in the interpretation, execution, and enforcement of this AGREEMENT. Any provisions of this AGREEMENT, whether or not incorporated herein by reference, that provide for arbitration by any extra-judicial body or person or that are otherwise in conflict with said laws, rules, and regulations will be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part will be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this AGREEMENT to the extent that the AGREEMENT is capable of execution.

F. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the AGENCY for any purpose. Students will not be entitled to receive any compensation from AGENCY or any benefits of employment from AGENCY, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL. However, in the event a student is paid by the AGENCY during their learning experiences pursuant to Section A.9, this section F shall not apply.

G. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

H. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as follows:

For the AGENCY:
Matthew Birnie
County Manager
Gunnison County
200 E. Virginia Ave
Gunnison, CO 81230

For the SCHOOL:
Mary K. Dinger, PhD, CHES, FACSM
Faculty Director, PBL
Colorado School of Public Health
13001 East 17th Pl. Mail Stop B-119
Aurora, CO 80045

I. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

K. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties and may be modified only by a written instrument executed by both parties.

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed effective as of the date first written above.

AGENCY:

BY: _____

DATE:_____

ATTEST: _____

THE REGENTS OF THE UNIVERSITY OF COLORADO:

BY: _____
Jonathan M. Samet, M.D., M.S.
Dean, Colorado School of Public Health

DATE: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Commercial Lease Agreement; Crystal River Civic Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Crystal River Civic Assoc/Marble Hub and Gunnison County

Term Begins: 06/07/2022 **Term Ends:** **Grant Contract #:**

Summary:

The Crystal River Civic Commission operates the Marble Hub as a tourist center/community center in the old Marble City State Bank Building

Fiscal Impact: No Rent is Paid

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally acceptable. The dates will need to be filled in throughout the lease. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/3/2022 Certificate of Insurance Required

Yes ◉ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 6/7/2022

Revised April 2015

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is dated as of this ____ day of _____, 2022 ("Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO**, a political subdivision of the State of Colorado ("County") and Crystal River Civic Commission, doing business as The Marble Hub, whose address is 105 West Main Street, Marble, Colorado 81623 ("Tenant").

RECITALS

A. County owns the real property known as the Marble City State Bank ("Building") located on Lots 8 through 12, Block 20, Town of Marble, County of Gunnison, State of Colorado and the street address being 105 West Main Street, Marble, Colorado 81623. Tenant desires to lease the downstairs of the building and the small meeting room on the west side of the second story. ("Property" or "Leased Premises").

B. Tenant desires to lease the Leased Premises from County for public and commercial purposes associated with a coffee bar, a welcoming center, and a space for community activities, and in accordance with the terms and provisions of this Lease.

AGREEMENT

For and in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Tenant agree as follows:

ARTICLE I. THE LEASED PREMISES

Section 1.01 Leased Premises. County leases to Tenant the Property and Tenant leases from County the Property, upon the terms and provisions of this Lease. Tenant desires to lease the downstairs of the building and the small meeting room on the west side of the second story from County for public purposes associated with a coffee bar, a welcoming center, and a space for community activities. The Lease does not include any part of the third floor for any purpose whatsoever, and the door to the third floor shall remain closed, locked and inaccessible to Tenant without the County's express permission.

Section 1.02 Use by Town of Marble. At the sole discretion of County, Tenant may, on behalf of the Town of Marble, use the Property for limited purpose of reservation management for the Town of Marble's Recreational Vehicle (RV) Park.. Neither Tenant nor any other person or entity is an intended beneficiary of such an agreement.

Section 1.03 Fixtures, Furniture and Equipment. Except as provided in Section 1.04, and as part of the Leased Premises, the Property includes any fixtures, furniture and equipment in place as of the date of this Lease. Subject to prior written approval by County, Tenant may purchase and install additional fixtures, furniture and equipment

within the Leased Premises of which it has exclusive use. Any such purchase and installation shall be at Tenant's own expense. County and Tenant shall jointly verify the existing fixtures, furniture and equipment in place as of the date of this Lease as well as catalog any Tenant-provided fixtures, furniture and equipment.

Section 1.04 Storage and Storage Shed. Tenant may store equipment and materials on the porch of the north side of the Building so long as County determines, in its sole discretion, that such storage is maintained in an orderly fashion and does not block or impede access into or out of the Building or the Leased Property. Tenant may construct a storage shed located on the northwest corner of County shop facility, which is to be used solely for the storage of Tenant equipment, supplies and business property. Such shed shall be deemed a fixture upon construction and shall be subject to Section 11.05 of this Lease.

Section 1.05 Condition of Leased Premises. Tenant has had an opportunity to inspect and measure the Leased Premises and acknowledges that it is fit for Tenant's use and enjoyment. The taking of possession of the Leased Premises shall be deemed an acceptance of the same by Tenant in its "AS IS" condition without any obligation whatsoever on the part of County to repair, remodel, reconstruct or modify the Leased Premises for Tenant.

Section 1.06 Permitted Use; Reporting. Tenant shall use the Leased Premises solely for the purpose(s) described above at B of the Recitals and in Sections 1.01 and 1.02, as approved by County and other related business purposes. No other use shall be permitted without County's prior written consent. Tenant shall conduct its uses of the Property in an orderly, professional and workmanlike manner. Tenant shall provide to County at least quarterly, on the first day of each calendar quarter, a report of planned uses and events at the Leased Property for the coming quarter. The Tenant agrees to secure all necessary licenses, permits and other approval required by Gunnison County, the State of Colorado, or the United States of America that may be necessary or associated with Tenant's use of the Leased Property.

Section 1.07 No Hazardous Use, Nuisance or Waste Permitted on Leased Premises. Tenant shall not use or permit the Leased Premises to be used for any business or purpose deemed by County to be hazardous, or in any manner as to constitute a violation of any federal, state, county, and local laws, rules, regulations, requirements or orders of any lawful governmental or public authority relating to the Leased Premises. Tenant covenants and agrees at its sole cost and expense to fully and promptly comply with all such laws, regulations, ordinances and every order or regulation enacted by such authorities, including but not limited to, the United States, County of Gunnison, and the State of Colorado. Tenant agrees that it shall not permit any noxious or offensive activity on the Leased Premises or allow any nuisance to exist on the Leased Premises which may cause disturbance to others on adjacent or nearby property. Further, Tenant agrees that nothing shall be done or kept on the Leased

Premises which might impair the value of the Leased Premises or which would constitute waste.

Section 1.08 No Smoking, Vaping and E-Cigarettes. Smoking, vaping and the use of e-cigarettes is not permitted on the Leased Premises or in any County building. Tenant may, at Tenant's discretion, permit its employees and invitees to smoke, vape or use e-cigarettes outside of the Leased Premises; provided, however, that such activities must occur at a distance of at least twenty-five (25) feet from any entrance. Smoking, vaping and e-cigarette use is not permitted in any location where prohibited by law. Tenant shall remove all smoking, vaping and e-cigarette debris (including wrappers, butts and matches) from the Leased Premises at least twice per week. If this task is not performed to the satisfaction of County, County may remove such debris and charge the cost of removal to Tenant.

Section 1.09 Automobiles; Parking. Tenant represents and warrants to County that it shall not use motor vehicles in relation to the Leased Premises, or in relation to its rights or obligations under this Lease. Tenant shall be responsible for prohibiting the parking of automobiles or other vehicles (*e.g.*, off-highway vehicles) between the Leased Property and County shop facility located in Marble, Colorado.

Section 1.10 Alcohol. Tenant may serve or provide alcohol to invitees to the Leased Premises only with prior written permission of County, which County may withhold at its sole discretion. Tenant shall be responsible for all state, county and municipal licensing or other regulatory requirements associated with providing alcohol on the Leased Premises.

ARTICLE II. TERM

Section 2.01 Term. The term of this Lease shall be a period of one (1) year (the "Term"), commencing on _____, 2022 (the "Commencement Date") and shall be automatically renewable for a period of one year on the anniversary of the Term starting in 2023 unless terminated earlier in accordance with the terms of this Lease. In any event, either County or Tenant may terminate this Lease for any reason if the party terminating the Lease provides at least thirty (30) days advance written notice to the other party.

Section 3.01 Consideration. In lieu of rent, Tenant shall provide the following: 1) full, complete and unrestricted use of wireless internet capability and facilities for the officials, staff, agents and employees of County; 2) maintenance and any improvement of landscaping and flower planting; and 3) facilitation of public awareness of and access to nearby Colorado National Historic Site(s). The parties to this Lease acknowledge and agree that this is full and sufficient consideration for this Lease, and that this Lease is in the County's and the public's best interests.

ARTICLE IV. MAINTENANCE; UTILITIES; INSEPCTIONS Tenant Maintenance Obligations. Throughout the duration of the Lease, all routine maintenance

to the Leased Premises shall be the obligation of Tenant. Tenant agrees to: (1) maintain the Leased Premises and all improvements, fixtures, furnishings and equipment in good working order and repair; (2) keep the interior of the Leased Premises clean and sanitary, (3) keep shared parking areas, gravel walkways leading to the Leased Premises clear of ice, snow, litter and debris, (4) perform routine maintenance of the Leased Premises, including, but not limited to, maintaining any landscaping adjacent to the Leased Premises, (5) keep access (porch) on the north side of the building clear of trash and debris. Tenant shall not overload the floors or walls of the Leased Premises. Tenant shall be responsible for janitorial services for the Leased Premises. For purposes of this Section 4.01, "routine maintenance" shall mean any repair or maintenance approved by County in writing prior to Tenant engaging in any such activity, with the exception of the rountine maintenance activities expressly set forth in this Section 4.01.

Section 4.02 Failure to Maintain. Should Tenant fail to maintain the Leased Premises in a satisfactory manner according to the terms of this Lease the lease may be terminated by County and County may exercise the remedies set forth in Section 11.02.

Section 4.03 Inspection to Determine Compliance. County shall have the right to enter the Leased Premises as more specifically set forth in Section 4.05 below, to determine compliance with this Section 4 of the Lease.

Section 4.03 Utilities. County shall provide water, sewer, electricity and propane for heating the Leased Premises at no cost to Tenant. Tenant is solely responsible for providing internet and trash collection services, including all costs associated with such services. Tenant shall also pay for one (1) pumping of the Onsite Wastewater System ("OWTS" or "Septic") servicing the Leased Premises in July of each year so long as this Lease remains in effect. County shall not be liable for any failure to make any repairs or to perform any maintenance to utilities unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to County by Tenant. To the extent allowed by law, Tenant waives the right to make repairs at County's expense under any law, statute or ordinance now or hereafter in effect.

Section 4.04 Inspection of Leased Premises. Tenant will permit County, its representatives or agents to make inspection of the Leased Premises at any time to confirm compliance with the terms of this Lease. If there is a potential (based upon reasonable facts or circumstances) or an actual material breach or violation of this Lease, or if an emergency exists which necessitates County's access to the Leased Premises in County's sole discretion, County shall have the right to enter upon and inspect the Leased Premises and to do any reasonable act or thing in order to enforce its rights and obligations under this Lease.

Section 4.05 Accident Reports. In the case of an accident or emergency, Tenant agrees to cooperate with County. All accidents, significant occurrences, incidents, situations requiring official reporting or action, including law enforcement response, shall be reported to County as soon as possible but no later than the next business day. Reports provided must include the name, address, telephone number for any injured

persons and any witnesses, any statements collected, a description of the accident including when, where and how it occurred, a description of any bodily injury or property damage and the action taken by Tenant or other persons.

ARTICLE V. IMPROVEMENTS; ALTERATIONS; ADDITIONS

Section 5.01 Requirements for Improvements; Alterations; Additions. No improvements, alterations or additions ("Alterations") shall be made to the Leased Premises by Tenant, including but not limited to, Alterations of Building walls, roofs, support, finishes, any mechanical, electrical or plumbing system, carpet, paint, interior remodel of spaces and any exterior alterations.

ARTICLE VI. SIGNAGE

Section 6.01 Signage. Tenant shall not install any sign, lettering, advertisement or posting in, upon or around the Leased Premises or Building without the prior written consent of County. Tenant shall pay for all costs in connection with the posting of a sign approved by County, including, but not limited to, art work, application, permits, installation and maintenance. County shall have absolute discretion in approving any such sign. Tenant shall pay for costs of removal of signs from the Leased Premises upon termination of the Lease and Tenant shall pay the costs of repair if any damage is caused by such removal.

ARTICLE VII. INSURANCE; INDEMNIFICATION; DAMAGE

Section 7.01 Insurance. During the Term and any Extended Term of this Lease, Tenant shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies, which limits can be met with a combination of primary and excess/umbrella policies. Within thirty (30) days of the execution of this Lease, Tenant will provide insurance certificates to County, listing County as an additional insured for all liability insurances, for the coverages required herein. Any such policies shall not be materially changed or cancelled without thirty (30) days advance written notice to County.

(a) 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).

(b) Fire or Extended Coverage Insurance in an amount sufficient to fully cover replacement costs for Tenant's improvements, fixtures, furnishings, equipment and any other personal property of Tenant's kept or maintained at the Leased Premises.

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

Section 7.02 Additional Insurance. Tenant may insure the Premises in such additional amounts and for such other risks as Tenant deems appropriate or as may be required by County.

Section 7.03 Waiver of Subrogation. Tenant agrees to waive all rights of recovery against County if any damage, claim, loss or liability sustained by Tenant is covered and paid for by insurance to the extent of the insurance coverage. Tenant shall give notice to its insurance carrier(s) that a waiver of subrogation is contained in this Lease and all policies required shall contain a waiver of subrogation endorsement naming County.

Section 7.04 Indemnification. Tenant shall indemnify, defend and hold County, its elected officials, officers, employees and agents harmless from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees) in connection with: (1) Tenant's failure to perform its obligations under this Lease, and (2) the acts and omissions of Tenant, its officers, employees, agents and invitees that occur on or about the Leased Premises during the term of this Lease. The indemnities set forth in the paragraph shall survive the termination or expiration of this Lease.

Section 7.05 Risk of Loss. Tenant assumes the risk of loss or damage to the contents of the Leased Premises, whether from fire, theft, accident, earthquake, snow, bursting, overflowing or leaking water, sewer or steam pipes, heating or plumbing fixtures, electrical wiring, gases or odors water damage or any other cause whatsoever. Tenant assumes all risk of loss to personal property located on the Leased Premises, and County shall not be liable for any damage to, or loss of, such property, or for damage or loss suffered by Tenant.

Section 7.06 Casualty Damage.

(a) In the case where the Leased Premises shall be rendered untenantable by fire, explosion or other casualty, which is not the fault of Tenant, and the Leased Premises cannot be restored within 180 days after such occurrence, County or Tenant may, at their option, terminate this Lease.

(b) If the Leased Premises are damaged, without fault of Tenant, and if such damage can be repaired within a reasonable period of time by County's estimation, then County shall repair such damage with all reasonable speed.

(c) If the Leased Premises, without fault of Tenant, receives only minor damage but such damage does not render the Leased Premises unfit for occupancy, County,

upon receipt of notice of the occurrence of such event, shall repair such damage with reasonable promptness.

(d) If the Leased Premises are damaged or destroyed by Tenant, its employees, invitees or agents, Tenant shall be liable for all costs and expenses to repair the Leased Premises to substantially the same condition that existed prior to the casualty.

Section 7.07 Environmental Matters. If Tenant stores, spills or releases any hazardous or toxic substance or material (including any substance that could constitute a hazardous waste or environmental condition) on, near, in or at the Leased Premises (each, an "Incident"), Tenant shall immediately notify County and any other governmental authority with jurisdiction (such as the Environmental Protection Agency) and shall promptly take all action necessary to remediate the Incident and restore the affected area in accordance with applicable law. Tenant agrees to release, hold harmless and indemnify County, its officials, employees, officers and agents from and against any and all fines, suits, claims, losses, demands, penalties, liabilities, costs or expenses (including reasonable attorney's fees), settlements, remedial action requirements, enforcement actions, administrative proceedings and any other action of any kind or nature, including personal injury, wrongful death or property damage arising out of, or in connection with, the discovery, remediation or disposal of any hazardous waste or environmental condition existing on, in, under or about the Leased Premises caused directly or indirectly by an act or omission of Tenant or its officers, employees, agents, contractors, invitees, successors, predecessors, sublessees, or assigns. As used in this Lease, the terms "hazardous waste" and "environmental condition" shall mean (a) any "hazardous waste" as defined in the Solid Waste Disposal Act (as amended by the Resource Conservation and Recovery Act of 1976, as amended) and the regulations promulgated thereunder; (b) any "Hazardous Substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the regulations promulgated thereunder; (c) any oil, petroleum products or by-products; (d) asbestos or asbestos-containing substances; and (e) any Hazardous Substance, toxic substance, toxic pollutant, or any substance whose release, disposal, generation, storage or emission is regulated by federal, state or local law.

ARTICLE VIII. DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY AND ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES OR BUILDING,

UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR IS CAUSED BY COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, WITHOUT LIMITATION, PUNITIVE DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY TENANT TO INDEMNIFY COUNTY FOR COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE IX. LIENS AND BANKRUPTCY

Section 9.01 Liens Prohibited. Tenant shall not permit any lien or encumbrance to be placed upon the Leased Premises. If a lien or encumbrance is placed upon the Leased Premises, County may satisfy such lien or encumbrance, and Tenant shall reimburse County in full within thirty (30) days of satisfaction of the lien. If Tenant fails to reimburse County, amounts remaining past due shall bear interest at the maximum rate permitted by law until paid, and County may pursue any other remedy available to it.

Section 9.02 Bankruptcy. If Tenant is unable to pay its debts when due, files for bankruptcy, seeks relief from creditors or has a receiver appointed on its behalf, County may terminate this Lease, except to the extent such termination may be avoided by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect regarding creditors' rights generally or principles governing the availability of equitable remedies. Nevertheless, County shall have a claim in such bankruptcy or receivership proceeding in an amount equal to the aggregate amount of Rent due and payable from the date such proceeding commenced through the remainder of the Term (and any renewal or extension thereof). The amount of such damages may be satisfied by County out of monies or assets deposited by Tenant under this Lease as security for payment of its obligations.

ARTICLE X. REPRESENTATIONS & WARRANTIES

Section 10.01 Representations & Warranties. Tenant represents and warrants to County as follows:

(a) Tenant is lawfully existing entity or individual that is qualified to conduct business in Colorado.

(b) Tenant has all requisite power and authority to enter into, and perform its obligations under, this Lease.

(c) All requisite entity action authorizing Tenant to enter into, and perform its obligations under this Lease have been duly taken and approved.

(d) The execution, delivery and performance of this Lease by Tenant does not and will not: (1) require the consent of any person or entity, (2) violate any legal requirement, (3) conflict with or constitute a breach or violation of (a) Tenant's articles of organization, or (b) the terms or provisions of any other agreement, instrument or understanding by which Tenant is bound or affected.

(e) Tenant understands and shall comply with Colorado Revised Statutes §18-8-301, *et seq.* (Bribery and Corrupt Influences) and Colorado Revised Statutes §18-8-401, *et seq.* (Abuse of Public Office) and that no violation of such statutes has occurred or is occurring.

(f) No officer or employee of County has any personal, financial or beneficial interest whatsoever in this Lease or in any operations to be conducted by Tenant upon the Leased Premises.

ARTICLE XI. DEFAULT AND REMEDIES.

Section 11.01 Events of Default. Any one or more of the following events shall be an "Event of Default":

(a) Tenant vacates or abandons the Leased Premises;

(b) Tenant fails to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease other than those referred to in the foregoing Sections 11.01(a), and Tenant fails to remedy the same within thirty (30) days after County has given Tenant written notice specifying such default or such additional period, if any, as may be reasonably required to cure the failure if the failure reasonably cannot be cured within a thirty (30) day period, provided Tenant commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently pursues such cure to completion;

(c) Tenant fails to vacate the Leased Premises upon the termination of a hold-over term in accordance with Section 11.03 of this Lease; or

(d) The making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) the filing by Tenant of a voluntary petition in bankruptcy under Title 11 U.S.C. or the filing of an involuntary petition against Tenant which remains uncontested for a period of sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease, provided, however, in the event that any provisions of this Section 11.01(e) is contrary to any applicable law, such provision shall be of no force or effect.

Section 11.02 Remedies. Upon the occurrence of an Event of Default, County shall have the option to (i) institute suit against Tenant to enforce any obligation under this Lease, (ii) terminate this Lease, (iii) terminate Tenant's right to possession without

terminating this Lease, or (iv) cure the Event of Default on behalf of Tenant. If County cures an Event of Default on behalf of Tenant, Tenant shall, on demand and as Rent, reimburse County for County's expenses incurred thereby including the costs of removing and storing Tenant's or any other occupant's property. All past due payments required of Tenant hereunder shall bear interest from the date due until paid at the lesser of ten percent (10%) per annum or the maximum lawful rate of interest. If County terminates either this Lease or Tenant's right to possession of the Leased Premises, Tenant will immediately surrender the Leased Premises to County. If Tenant fails to surrender the Leased Premises, County may enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof. Any termination only of Tenant's right to possession of the Leased Premises will not relieve Tenant of Tenant's obligation to pay the Rent under this Lease. County shall use reasonable efforts to mitigate any damages incurred by County and to re-let the Leased Premises. In determining the amount of loss which County suffers by reason of termination of this Lease, allowance shall be made for the expense of repossession and any necessary repairs, but not for any remodeling undertaken by County following repossession. Except as provided otherwise in this Lease, County shall have the option to terminate all or a portion of this Lease upon default by Tenant, and in addition to, or in lieu thereof, County may seek any relief available to it at law or in equity. Nothing in this Lease shall be deemed a restriction or waiver of any right or remedy that either party may have at law or equity for any breach or default by either party.

Section 11.03 Surrender and Holding Over. Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Leased Premises in generally good and serviceable condition, reasonable wear and tear excepted. Thereafter, County shall have the right to enter and take possession of the Leased Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Leased Premises at the end of the initial Term or any Extended Term shall not be construed to be the granting or exercise of any additional term. Any holding over after the expiration of the initial Term or any Extended Term without the written consent of County shall be construed to be a month-to-month tenancy at sufferance, but shall otherwise be subject to all of the terms and conditions of this Lease. Notwithstanding anything to the contrary contained in this Section 11, Tenant shall not be deemed to be holding over the Premises in the event that both parties are engaged in good faith negotiations to extend the term of the Lease. County and Tenant each agree to give the other party written notice at least thirty (30) days prior to the last day of a monthly term to terminate this holdover tenancy. In the event Tenant does not vacate the Premises thirty (30) days after County's notice terminating the holdover tenancy and County re-lets the Leased Premises to a new tenant with a

lease term commencing after the date Tenant is required to vacate the Leased Premises; such failure shall be an Event of Default under Section 11.01 of this Lease.

Section 11.04 Performance of Covenants. If Tenant is in default in the performance of any covenant or condition required to be performed by it, County may, without notice, perform such covenant or condition for the account and at the expense of Tenant. Such expense may include reasonable attorney's fees in prosecuting or defending any action or proceeding instituted by reason of default of Tenant, and Tenant shall promptly reimburse County for the amount of such expense.

Section 11.05 Title to Leased Premises & Improvements. Any fixtures or improvements erected or constructed on the Leased Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written consent of County. Title to the Leased Premises and improvements is and shall remain vested in County. All of Tenant's moveable personal property located in or on the Leased Premises shall remain the property of Tenant. Tenant shall have the right at any time during the term of this Lease and upon expiration or termination, to remove all such equipment and property; provided that Tenant is not in default of its obligations under the Lease. If Tenant has been provided with notice of default or breach under this Section 11, Tenant shall not be entitled to remove any of Tenant's personal property from the Leased Premises until such default has been cured. Any property affixed to the Leased Premises so that the same may not be removed without material damage to the Leased Premises shall not be removed by Tenant at any time, but shall become the property of County upon expiration or earlier termination of this Lease.

Section 11.06 Consideration Received After Termination. No payment or other consideration received by County from Tenant after the termination of this Lease or after the giving of a notice of termination, shall reinstate, continue or extend the Term or any Renewal Term or affect any prior termination notice delivered to Tenant. The parties agree that after (1) delivery of a notice of termination, (2) commencement of an action for repossession or (3) final judgment that grants County possession of the Leased Premises, County may receive and collect any amounts past due and owing under the terms of this Lease, and the collection of such amounts shall not waive any notice previously given or waive such action or judgment.

ARTICLE XII. ASSIGNMENT AND SUBLETTING

Section 12.01 Transfers and Assignments by Tenant. Except as provided below, Tenant shall not, without the prior written consent of County: (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (b) permit any other person or entity to become Tenant hereunder by merger, consolidation, or other reorganization; (c) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant that results in a change in current control of Tenant; (d) grant any license, concession, or other right of occupancy of any portion of the Leased Premises; or (e) use or permit

the use of the Leased Premises by any parties other than Tenant (any of the prior described events in Section 12.01 (a to e) being a "Transfer").

Section 12.02 Subleasing. Tenant shall not have the right to sublease property within the Leased Premises without the express written consent of County, the terms of which, including rent, may be decided by County in its sole discretion.

Section 12.03 Successors to County. The rights and obligations of County under this Lease may be assigned by County at its option and without the consent of Tenant.

ARTICLE XIII. ABANDONMENT

Section 13.01 Abandonment/Vacation of the Premises. If Tenant abandons or vacates the Leased Premises before the end of the Term (or any renewal or extension thereof), County may enter the Leased Premises, remove fixtures and personal property of Tenant and re-let the Leased Premises as it sees fit without terminating this Lease. In addition, County may make any repairs, changes, alterations or additions to the Leased Premises as may be necessary or desirable for the purpose of re-letting. If Tenant neglects to retrieve its personal property from Leased Premises upon abandonment or upon termination or expiration of the Lease, County may remove and store such personal property (without liability to Tenant for risk of loss), and Tenant agrees to reimburse County on demand, for any and all expenses incurred in such removal and storage, including court costs, attorney's fees and storage charges for the period of time such property remains in storage. County may, after 30 days' notice to Tenant, sell such property, in whole or in part, at private sale and without legal process, and apply the proceeds of such sale towards any amounts due from Tenant to County and render the surplus, if any, to Tenant.

ARTICLE XIV. OBLIGATIONS OF COUNTY

Section 14.01 Quiet Enjoyment. Tenant shall be entitled to quiet enjoyment of the Leased Premises and County will not interfere with that right, as long as Tenant performs all other obligations under this Lease. Tenant acknowledges that its right to enjoy the Leased Premises is subject to the use of the surrounding property for industrial, residential, commercial and other purposes, including but not limited to noise, lights or other disturbances resulting from County's use of its nearby shop facility..**COMPLIANCE WITH LAWS; ADDITIONAL RULES**

Section 15.01 Compliance with Laws. Both parties hereto shall observe and comply with all applicable laws, including but not limited to federal, state and local laws, regulations, rules, ordinances, policies, and standards, including but not limited to, any County land development regulations and zoning regulations, all as may be amended from time to time.

Section 15.02 Additional Rules. Tenant, its officers, employees, agents and invitees shall comply with the following:

(a) Sidewalks, entries, passages and stairways shall not be obstructed in any manner,

this shall include prompt removal of all snow from any walkways, drives, porches, sidewalks and parking areas that serve the Leased Premises.

(b) The Leased Premises shall be maintained at all times in a clean, sanitary and attractive condition with all rubbish, garbage and other waste properly contained and disposed of to appropriate refuse facilities.

(c) Items, which may constitute a hazard or danger to the any person or property, shall not be moved into the Leased Premises.

(d) Antennas, satellite dishes and other equipment may not be erected or installed on the Leased Premises without the prior written consent of County.

(e) All appliances, utilities and fixtures shall be properly operated and used, restrooms are not to be used for any purpose other than that for which they are intended, and any damage resulting to any appliance, utility or fixture from Tenant's misuse shall be paid by Tenant.

(f) Animals, except qualified services animals, are prohibited in the Leased Premises.

(g) Tenant shall not play loud music or cause other nuisances that disturb the occupants or adjoining property owners.

(h) Tenant shall not install or change locks on doors of the Leased Premises. County shall provide three (3) keys. If locks are changed or installed as the result of the loss of any of these keys, it shall be accomplished by County at Tenant's sole expense.

(i) Tenant must obtain the prior written consent of County for installation of, change to or temporary installation of any objects along the exterior of the Leased Premises, all such exterior changes are subject to any applicable pre-notice or approval regulations given the designation as a land-side property.

(j) Tenant shall not deface the walls, ceilings, partitions or floors of the Leased Premises. Tenant shall pay for any defacement, damage or injury caused by Tenant, its agents, employees or invitees.

(k) County may institute such other rules and regulations as in its reasonable judgment may be necessary or desirable for the safety, care and preservation of the Leased Premises or the Building.

ARTICLE XVI. COMPLIANCE WITH LAWS

Section 16.01 Taxes. Tenant is responsible for all taxes assessed against Tenant's personal property located upon the Leased Premises during the term of this Lease and any sales taxes that may be assessed in connection with Tenant's use of the Leased Premises.

Section 16.02 Non-Discrimination. Tenant and its successor and assigns shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, religion, sexual orientation, political affiliation or disability be excluded from participating in any activity conducted that is directly or indirectly related to this Lease. Tenant shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Part 21 of the Regulations of the Office of the Secretary of Transportation, the Colorado Anti-Discrimination Act of 1957 and any other laws and regulations respecting discrimination, all as may be amended from time to time. Tenant and County shall comply with any enforcement procedures as may be demanded by any authority for the purposes of complying with such laws and regulations.

Section 16.03 Agreements with Other Governmental Authorities. This Lease shall be subject to the provisions and requirements of any existing or future agreement between County and the United States or the State of Colorado.

Section 16.04 Energy Conservation Requirements. Tenant agrees to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

Section 16.05 Fair Labor Standards Act Requirements. Tenant shall comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Tenant has full responsibility to monitor compliance to the referenced statute or regulation. Tenant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Section 16.06 Occupational Safety and Health Act of 1970 Requirements. To the extent applicable, Tenant shall comply with the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Tenant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Tenant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Tenant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Section 16.07 Clean Air and Water Pollution Control Requirements. Tenant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Tenant agrees to report any violation to County immediately upon discovery. County assumes responsibility for notifying the

Environmental Protection Agency (EPA). Tenant must include this requirement in all contracts and subcontracts relating to the Leased Premises that exceeds $150,000.

ARTICLE XVII. MISCELLANEOUS

Section 17.01 County Representative. The Deputy County Manager or County Manager, as appointed by the Gunnison Board of County Commissioners, shall be a County Representative for purposes of this Lease.

Section 17.02 Force Majeure. A party shall not be deemed in violation of this Lease (excluding payment obligations) if such party is prevented from performing any of its obligations by reason of, boycott, embargo, act of nature, act of God, pending litigation or legal proceedings or any other circumstance which is beyond its reasonable control and conditioned on the other party providing reasonable written notice to the other of the circumstance and taking commercially reasonable actions to mitigate any such impact. 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.

Section 17.03 Headings. The Section headings contained in this Lease are for convenience in reference and are not intended to define or limit the scope of any provision.

Section 17.04 Time of Essence. Time is of the essence in this Lease.

Section 17.05 Attorneys' Fees. In the event any action or proceeding is brought to take possession of the Leased Premises, breach of any provision of this Lease or to enforce compliance with this Lease for failure to observe any of a party's covenants, County shall be awarded reasonable attorneys' fees, expenses and costs if it is a prevailing party.

Section 17.06 Waiver. Waiver by a party of, or the failure of a party to insist upon, the strict performance of any provision of this Lease shall not constitute a waiver of such party's right or prevent such party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Lease must be in writing and signed by the party against whom enforcement is sought.

Section 17.07 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 17.08 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or

Section 17.07 Limitation of Benefit. There are no third-party beneficiaries of this Lease. Without limiting the generality of the preceding sentence, this Lease does not create in or bestow upon any other person or entity not an express party to this Lease any right, privilege or benefit unless expressly provided in this Lease. This Lease does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the parties expect to conform their operations in relation to any person or entity not an express party to this Lease.

Section 17.08 Severability. If any provision of this Lease is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Lease.

Section 17.09 Successors. The terms and provisions in this Lease shall extend to and bind the permitted successors and assigns of each party.

Section 17.10 Non-Exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to Tenant for use of the Leased Premises or the Building.

Section 17.11 Notices. All notices required under this Lease shall be in writing and delivered personally, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notice shall be delivered to:

If to Tenant:
CRYSTAL RIVER CIVIC COMMISSION
[ENTITY NAME] dba: THE MARBLE HUB
Attn: CHARLOTTE GRAHAM WHITNEY OR NICOLE FARRELL
[ADDRESS] 105 W. MAIN ST., MARBLE CO. 81623
[ADDRESS]
Email: charlottegrahamwhitney@gmail.com
nicole.farrell104@hotmail.com

If to County:

County Manager's Office
Attn: Matthew Birnie, County Manager
200 E. Virginia Ave.
Gunnison, CO 81230

with a copy to:

Gunnison County Attorney's Office
200 E. Virginia Ave.
Gunnison, CO 81230

Email: mhoyt@gunnisoncounty.org

or to such other address or addresses as the parties may designate in writing.

Section 17.12 Governing Law; Jurisdiction. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its conflicts of law provisions. The parties submit this Lease and any dispute arising under this lease to the sole and exclusive jurisdiction of the courts in and for Gunnison County, Colorado. Any action to enforce or interpret the provisions of this Lease shall be brought in a court in and for Gunnison County, Colorado.

Section 17.13 Entire Agreement. This Lease embodies the entire agreement between the parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Lease may not be altered or modified in any manner whatsoever except by a writing signed by the parties.

Section 17.14 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties as creating a relationship of principal and agent, partners, joint venturers or any other relationship. It is understood and agreed that neither the method of computation of fees, nor any other provision contained herein, nor any act of a party creates a relationship other than the relationship of County and Tenant.

Section 17.15 No Waiver of Immunity. Nothing in this Lease shall be deemed a waiver of any protections available to County under the Colorado Governmental Immunity Act, or any similar statutory provision.

Section 17.16 Counterparts. This Lease may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page of this Lease by facsimile or email transmission will constitute effective and binding execution and delivery of this Lease. County and Tenant agree to allow the use of electronic signatures for execution of this Lease. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.

The parties have executed this Commercial Lease Agreement as of the Effective Date listed above.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF COUNTY OF GUNNISON,

By: _____
Jonathan Houck, Chairperson

TENANT:
CRYSTAL RIVER CIVIC COMMISSION
[NAME OF ENTITY] dba: The MARBLE Hub

By: _____
[name], [title]
CHARLOTTE GRAHAM WHITNEY,
Chairperson

THEMARB-01 AUTUMNW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Autumn Williamson
Mountain West Insurance - Glenwood 201 Centennial St 4th Floor Glenwood Springs, CO 81601	PHONE (A/C, No, Ext): (970) 549-8582 FAX (A/C, No): E-MAIL ADDRESS: autumnw@mtnwst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Liberty Mutual Insurance — 41785
INSURED The Marble Hub 105 W Main Street Marble, CO 81623	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		BZS56142574	5/22/2022	5/22/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Additional Insured Owner/Lessor Premises: 105 W Main Street Marble CO 81623

CERTIFICATE HOLDER

Gunnison County
195 Basin Park Road
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Autumn Williamson

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Delegating to the Vice President of Gu

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This is an add-on to the 6-7 agenda so that Wade Baker can negotiate final transactions for a real estate purchase at 115 Mountaineer Dr, Gunnison, CO, as County Manager Birnie will be out on vacation at the expected closing time.

Fiscal Impact:

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbollig Discharge Date: 6/6/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: CM time

Agenda Date: 6/7/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

A RESOLUTION DELEGATING TO THE VICE PRESIDENT OF GUNNISON VALLEY HEALTH FOR ADMINISTRATIVE SERVICES THE AUTHORITY TO NEGOTIATE AND EXECUTE CONTRACTS AND AGREEMENTS TO PURCHASE COUNTY REAL PROPERTY LOCATED AT 115 MOUNTAINEER DRIVE IN GUNNISON, COLORADO FOR THE USE OF THE GUNNISON VALLEY HOSPITAL

WHEREAS, the Board of County Commissioners is authorized pursuant to C.R.S. § 30-11-101(1)(b) to purchase and hold real property for the use of the County; and

WHEREAS, the Board of County Commissioners is authorized pursuant to C.R.S. § 30-11-101(1)(d) to make all contracts and do all other acts in relation to property; and

WHEREAS, C.R.S. § 25-3-304(1) requires that if a public hospital board of trustees acquires and holds real property by conveyance on transfer of title, then title to all lands must be in the name of the County; and

WHEREAS, the Board of County Commissioners finds it necessary and appropriate to delegate authority to the Gunnison Valley Health Vice President for Administrative Services to act as its agent and negotiate and execute all necessary contracts and agreements for the purchase of real property located at 115 Mountaineer Drive, Gunnison, Colorado, to be used by Gunnison Valley Health;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that Wade Baker, the Vice President for Administrative Services at Gunnison Valley Health, is hereby authorized and delegated the power to negotiate and execute contracts and agreements for the purchase of the following real property on behalf of the County for County purposes, including for use by Gunnison Valley Health:

Unit 12, Mountaineer Townhomes, according to the Plat Recorded May 4, 2004 at Reception No. 541693, and the Declaration of Mountaineer Townhomes Recorded May 4, 2004 Under Reception No. 541694, County of Gunnison, State of Colorado Also Known by Street and Number As: 115 Mountaineer Drive, Gunnison, Colorado 81230.

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted this _____ day of June 2022.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck, Chairperson

_____
Roland Mason, Commissioner

_____
Elizabeth Smith, Commissioner

Attest:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Bureau of Justice Assistance (BJA) Grant Applicati

Action Requested: Motion

Parties to the Agreement:

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

Summary:

expansion of prevention, treatment and recovery work

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: CM Report

Agenda Date: 6/7/2022

Revised April 2015

Description

Through this opportunity, the Bureau of Justice Assistance (BJA) seeks applications for funding to develop, implement, or expand comprehensive programs in response to the overdose crisis and impacts of illicit opioids, stimulants, or other substances. This program provides resources to support state, local, tribal, and territorial efforts to respond to illicit substance use and misuse; reduce overdose deaths; promote public safety; and support access to prevention, harm-reduction, treatment, and recovery services in the community and justice system.

Proposal Synopsis

In June of 2019 Gunnison County was awarded the Health Resources Service Administration (HRSA) Rural Communities Opioid Response Planning grant (RCORP) to better understand our current services and resources to prevent, treat and support people who are recovering from substance use disorder. In order to understand our local needs and gaps a group of professionals joined together to create the leadership team. This team initially consisted of 6 key organizations; Gunnison County Substance Abuse Prevention Project (GCSAPP), Gunnison County Health and Human Services, the Health Coalition of the Gunnison Valley, the Center for Mental Health, Gunnison Valley Hospital, and Western Colorado University (WCU). Over the past three years this group has grown to over 30 individuals/organizations representing diverse sectors of the community and diverse representation including parents, youth, and individuals with lived experience who are in recovery. In 2019-2020 this group worked to understand the current needs and gaps in services and completed a report that was shared across the community and used to make a 3-year strategic plan.

By December 2022, Gunnison County received over $1.5 million dollars to implement the strategic plan. The Consortium that will lead and oversee the implementation efforts is called GRASP – and is dedicated to the prevention, treatment and recovery or substance used disorder across the lifespan. Some of the goals and strategies that this grant will help to add, increase and strengthen include:

- Strengthen Diversion program and explore alternative to ticketing for youth and adults
- Education and prevention programs to connect law enforcement agencies with K-12 students
- Increase services for children and youth impacted by their parents' or other family members' substance use with Wraparound services and embedding Clinical Social Worker in DHHS
- Increase Medical Assisted Treatment (MAT) Services in Gunnison and Crested Butte

- Implement Rural Ambulatory Medically Supervised Withdrawal Services (RAMSWS). This service is for patients who fall in the 'middle ground' between needing official inpatient detoxification services and the ones who can go through the withdrawal process appropriately without much needed assistance
- Implement Harm Reduction strategies – expanding upon Narcan distribution.
- Support Recovery housing in the community and on Western Colorado University's campus.
- Data collection and reporting
- Supporting Peer Support Specialists and Mobile Crisis Services
- Using the sequential intercept model build support for embedding counseling/social work services into diversion and probation.

Budget

Personnel Costs

Position	**Level of Effort**	**Cost**
Project Director	25%	$30,375
Data Coordinator	35%	$20,000
SW DHHS	100%	$60,000
Wraparound Facilitator	100%	$50,000
Early Intervention Program Director	40%	$40,000
	TOTAL	$200,375

Contractual Costs

Gunnison Valley Health	Peer Support Specialist $20,000 for expanded services. Mobile Crisis Clinicians .5 FTE $20,000	$40,000

Front Range Clinic - RAMSWS	Create a minimum 2 day a week physical presence in the designated rural community to house our administrative / peer staff; this staff would then facilitate a virtual medical evaluation and service for the patient, including full addiction medical evaluations, evaluations for withdrawal needs, treatment for withdrawal needs if patient meets certain criteria, continued follow up care, urine confirmatory studies, and home monitoring.	$20,000
Western Colorado University – Student Health and Wellness	Support for Recovery on-campus and creating a Recovery housing option	$10,000

Operational

Recovery Support	Funding to support rental fees for sober complex. $1,500 per person x 10 people per year	$15,000
Office Supplies	Computer, phone, printing	$10,000

Indirect Cost

Indirect Cost 10%	Direct cost = $295,375	$29,537

$324,912 1st year cost

$337,544 2nd year cost

$337,544 3rd year cost

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval and Request for Use of Chair's signature

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison National Forest and Gunnison County

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

Summary:

These 83 Schedule A Agreements are referenced in the Master Agreement signed earlier. They identify sections maintained by Gunnison County

Fiscal Impact: Important mileage for Highway User's Tax submittal

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Not spotting any significant legal issues. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: DCM Report

Agenda Date: 6/7/2022

Revised April 2015

SCHEDULE A

JOINT ROAD MAINTENANCE PLAN

Gunnison National Forest	**Gunnison** District	**Gunnison** County	**CO** State
Road Name: **Tomichi Creek**	USFS No: **7888**	Cnty. Name: **Tomichi Cr. Rd.**	Cnty. No: **8882**
Termini: **USFS Boundary below Whitepine to Jct with 888.3A Bonanza**	Length: **4.2**	Mntc Level: **3**	

No. of Lanes: **1** Lane Width: **Variable** Revision Date: **6/7/22** Jurisdiction: **USFS**

County ROW: Own ☐ Ease. ☐ Claimed ☒ USFS ROW: NF Land ☒ Easement ☐
Regs & Closures: County ☐ USFS ☒ Law Enforcement: County ☒ USFS ☒

Activity Standard	Maintenance Responsibility		Frequency Per Year	Proj Agr. Expr. Date
	USFS	County		
Surface Blading, (including rolling dips)	☐	☒	As Needed	
Surfacing Repair				
Minor	☐	☒	As Needed	
Major	☒	☒	As Needed	
Surface Replacement				
Minor (Spot – 25 CY per mile)	☐	☒	As Needed	
Major (Project Agreement)	☒	☒	As Needed	
Dust Abatement (Project Agreement)	☐	☐	N/A	
Slide Removal	☒	☒	As Needed	
Roadside Vegetation	☒	☒	As Needed	
Noxious Weed Prevention ** (see statement)	☒	☒	Required	
Clean and Reshape Ditches	☐	☒	As Needed	
Culvert Cleaning	☐	☒	As Needed	
Culvert Replacement	☒	☒	As Needed	
Major Drainage Structures (Project Agreement)	☒	☒	N/A	
Miscellaneous Structures (Cattleguard, retaining wall, low water crossing)	☒	☒	As Needed	
Repair and Installation of Warning & Regulatory Signs	☒ FS ROW	☒ CO ROW	As Needed	
Repair and Installation of Directional & Guide Signs	☒	☒	As Needed	
Bridge: Inspection	☐	☐	N/A	
Posting	☐	☐	N/A	
Comments				

Chad Stewart
Forest Supervisor

Date

County Official (Title)

Date

Road Maintenance & Noxious Weed Prevention

It is in the best interest of the Forest Service and the County to work together to establish an effective mechanism to coordinate the management, prevention and control of undesirable plant species on National Forest System Lands.

Cooperating County Agencies will utilize their own approved County Noxious Weed Program - Best Management Practices (BMPs) when working under a Schedule A Agreement and Joint Road Maintenance Plan on National Forest Service Roads (NFSRs).

County road maintenance equipment entering the National Forest should be free of soil, seeds and other such debris prior to being mobilized on to the Forest.

Because ROWs are the principle routes for introduction of weed seed via movement of vehicles, hay, animals, etc., the Ranger District Road Manager will work closely with the County to effectively control weeds on NFSRs. It is the responsibility of the District Road Manager to oversee the maintenance performed by the county and provide the seed to help manage and reduce noxious weeds on the GMUG. The District Road Manager and County will coordinate when seeding is needed.

All areas disturbed by maintenance, repair, or reconstruction work outside of the actual road way as defined by the FP-03 should be seeded, within the same growing season as the disturbance, with a Forest Service approved seed mix to reduce noxious weed infestations.

Where noxious weed density is highest at lower elevations, begin road maintenance at the upper end of the road and work down in elevation to reduce the potential of spreading noxious weeds.

Selective rather than routine maintenance of the roadbed and ditch is preferred to minimize soil disturbance. Minor amounts of rock and debris can be tolerated if no drainage problems are evident. Grass and small shrubs in ditches are to be preserved if not causing a drainage problem.

Select the best season for maintenance activities based on known noxious weed locations and the ability to schedule the equipment to avoid time of seed production. Reference the County noxious weed infestation maps to avoid unnecessary disturbance at known infestations.

A current list of priority noxious weeds of concern to the Forest Service is available at the Forest Supervisor's Office, or at any Ranger District office.

FS Agreement No. 22-RO-11020400-019

Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between
GUNNISON COUNTY, COLORADO
And The
USDA, FOREST SERVICE
GRAND MESA, UNCOMPAHGRE AND GUNNISON NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the 6th day of April, 2022, by and between the Gunnison County, hereinafter referred to as "County," and the USDA, Forest Service, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Gunnison County, State of Colorado, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which that the County has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that that the County has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. INTENT TO COOPERATE. It is the intention of the parties under this agreement to cooperate as follows:

   a. Agree that certain roads under the jurisdiction of that the County or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of that the County should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically all traffic which uses such roads.

b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.

c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.

d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.

e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.

f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.

2. IDENTIFICATION OF ROADS. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between that the County and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.

3. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to that the County or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

   Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.

   Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.

4. PROJECT AGREEMENTS. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for improvement of a road or a road segment over which the party performing and financing

such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.

b. The project agreement shall include the following elements:

    1. Identification of road or road segment to be improved or constructed.

    2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.

    3. Schedule of construction or improvement work and designation of the party or parties to perform the work.

    4. Estimates of cost of improvement or construction.

    5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.

c. If funds are provided by that the County on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to that the County after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to that the County periodic billings, but not more often than monthly, or a final billing as the case may be.

    The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of that the County to the project unless changed by a modification of the project agreement.

    If funds are provided by the U.S. Forest Service for work to be performed by that the County the arrangements shall be set forth in the project agreement. Payments to that the County shall be made as provided for in the project agreement.

    If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.

5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. The County must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

   The costs of such easements or other interests in land are to be at the expense of the acquiring party.

   The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish that the County copies of survey notes, maps, and other records.

   To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. The County and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Grand Mesa, Uncompahgre and Gunnison National Forest for the U.S. Forest Service, and Hinsdale County for that the County shall be responsible for making the arrangements for formal meetings and continuing consultation.

7. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

8. MODIFICATION AND TERMINATION.

   a. This agreement may be modified by mutual consent.

   b. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

   a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.

   b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or that the County beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.

   c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.

   d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Sparky Casebolt Address: 195 Basin Park Dr City, State, Zip: Gunnison, CO, 81230 Telephone: 970-641-0044 Cell: 970-209-7919 Email: ECaseboltIII@gunnisoncounty.org	Name: Debbi Ferchau Address: 195 Basin Park Dr. City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0044 Email: DFerchau@gunnisoncounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Garth Gantt Address: 216 North Colorado Street City, State, Zip: Gunnison, CO 81230 Telephone: 970-641-0471 FAX: 970-642-4425 Email: ggantt@fs.fed.us	Name: Merna Fehlmann Address: 2250 S. Main St. City, State, Zip: Delta, CO 81416 Telephone: 970-874-6600 FAX: 970-874-6698 Email: mfehlmann@fs.fed.us

11. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement that the County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If that the County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds that the County has expended in violation of sections 433 and 434.

12. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through five years at which time it will expire unless extended.

13. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

Digitally signed by CHAD STEWART
Date: 2022.04.06 10:52:34 -06'00'

CHAD STEWART, Date
FOREST SUPERVISOR
U.S. Forest Service, Grand Mesa, Uncompahgre, &
Gunnison National Forest

JONATHAN HOUCK, Date
COUNTY COMMISSIONER
CHAIRPERSON OF THE BOARD
Gunnison County, Colorado

LIZ SMITH, Date
COUNTY COMMISSIONER
Gunnison County, Colorado

ROLAND MASON, Date
COUNTY COMMISSIONER
Gunnison County, Colorado

The authority and format of this agreement have been reviewed and approved for signature.

Merna Fehlmann
Digitally signed by Merna Fehlmann
Date: 2022.03.14 17:20:39 -06'00'

Merna Fehlmann Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Gunnison County ScheduleA 2022 Gunnison District

GRAND MESA, UNCOMPAHGRE AND GUNNISON National Forest, Gunnison RD

GUNNISON County, State of Colorado

USFS Agreement Number: 22-RO-11020400-019

Chad Stewart, Forest Supervisor Date

Jonathan Houck, BOCC Chairperson Date

USFS Agreement Number:		22-RO-11020400-019			COUNTY ROW			USFS ROW		ROAD RESTRICTIONS	ROAD MAINTENANCE & SIGNING	
					County has jurisdiction for law enforcement and authority to control and regulate use.			USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction.		Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	Insert Operating Maint. Level for all NFSR	
ROAD NAME	ROAD NUMBER NFSR	ROAD NUMBER COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud, Dec, required)	OWN (USFS Land)	EASEMENT	Seasonal Restrictions (Seas)	ALL COUNTY	ALL USFS
Alpine	7868	8682	Jct w/US Hwy 149 to LV 2 Segment at CG	10.8	Unknown (UKN)			X	X	Yes - Gate	3	3
Alpine	7868	8682	LV 3 Segment to DE at Trailhead	0.9				X		Seasonal	2	2
Alpine Plateau	7867	8672	Jct w/US Hwy 50 to Jct w/ NFSR 7868	21.5				X	X	Yes - Gate	3	3
Alpine Tunnel	7839	8392	NFSR 7765 to Alpine Tunnel Trailhead	9.8				X		Seasonal	2	2
Beaver Ponds Trailhead	7730.1D	7302TH	NFSR 7730 to trailhead and parking	0.1				X		Seasonal	3	3
Big Blue Campground	7868.1E	8682CG	NFSR 7868 thru Campground	0.3				X		Seasonal	2	2
Boat Dock	7742.1I	7422BO	Jct w/CR 742 to Boat Dock	0.3				X		Seasonal	3	3
Brush Creek Trailhead	7738.1A	7382TH	CR 738 to trailhead and parking	0.1				X		Seasonal	3	3
Carbon Creek	7737	7372	NF Bdy to Private	1.2				X		Seasonal	3	3
Cement Creek (LV 3 and 4))	7740	7402	FBDY @ MP 1.7 to MP 7.2 above Pvt.	5.5	UNK			X	X	Yes - Gate	3, 4	3, 4
Cement Creek (LV 2)	7740	7402	MP 7.2 LV3 to Jct. w/ NFSR 759 MP 9.2	2.0				X		Yes - Gate	2	2
Cement Creek Campground	7740.2E	7402CG	NFSR 7740 thru Campground	0.2				X		Seasonal	3	3
Cottonwood Overlook	7209.A	2092A	Jct Cty Rd 209 to parking area	0.2				X		Seasonal	3	3
Cranor Gravel Pit	7901	9012	Jct w/ CR 742 to Murdie Gravel Pit	0.7				X		Seasonal	3	3
Depler Park	7769	7692	Cr 887 to top of the Ridge	2.00				X	X	Seasonal	2	2
Cumberland Pass	7765	7652	Jct w/ CR 742 to Jct w/CR76	28.0	UNK			X	X	Yes - Bridge Yes - Gate	3, 4	3, 4
Dark Gulch	7880	8802	Jct NFSR 744 to Jct NFSR	0.4				X		Seasonal	3	3
Gold Creek	7771	7712	CR 771 to Jct w/ Gold Creek Campground	1.4				X		Seasonal	3	3
Gold Creek Campground	7771.2D	7712CG	NFSR 7771 thru Campground	0.1				X		Seasonal	3	3
Halls Gulch	7766	7662	NFSR 7765 to ford crossing of Halls Gulch	2.2	UNK			X		Seasonal	2	2
Italian Creek	7759	7592	740 to Reno Divide, and 742 to MP 2.0	5.7				X	X	Yes - Bridge	2	2
Lake Irwin	7826	8262	CR 826.A to CG and Jct w/ 7826.1D	2.6				X		Seasonal	3	3
Lake Irwin Campground	7826.1A	8262CG	NFSR 7826 thru Campground	0.5				X		Seasonal	3	3
Lilly Lake TH	7730.F	302TH	NFSR 7730 thru parking area	0.1				X		Seasonal	3	3
Lost Canyon	7743	7432	CR 743 at NF Bdy to Highlands Subdivisio	5.5	UNK			X		Seasonal	3	3
Middle Quartz Creek	7767	7672	NFSR 7765 to Middle Quartz Campground	4.7				X		Seasonal	2	2
Mill Creek	7727	7272	NF Bdy @ mp 3.4 to dead end @ 4.6	1.2				X		Yes - Gate	2	2
Mirror Lake	7267	2672	NF Bdy @ Tincup to Mirror Lake	3.2				X		Seasonal	3	3
Ohio Creek	7730	7302	FBDY to Jct w/CR 12 (Kebler Pass Rd)	5.1				X		Yes - Gate	3	3
Old Monarch Pass	7237	2372	Jct. w/CO RD 888 to Forest Boundary	9.5	UNK			X		Seasonal	3	3
Pass Creek Branch (Murdie Flats Subd.)	7587	5872	NFSR 7765 to Jct 7209.1G	0.7				X	X	20' ROW on Pvt.	3	3
Pieplant	7742.3D	7423D	NFSR 7742 to Gate at MP 3.2	3.2				X		Seasonal	2	2
Pitkin CG	7765.3E	7652CG	NFSR 7765 thru Campground	0.6				X		Yes - Bridge Yes - Gate	3	3
Rainbow Lake	7724	7242	US Hwy 50 to NFST 449	14.0				X	X	Yes - Gate	3	3
Rainbow Lake Campground	7724.2A	7242CG	NFSR 7724 thru dispersed CG	0.3				X		Seasonal	3	3
Red Creek (Lv 3)	7723	7232	US Hwy 50 to NFSR 7723 Lv 2 segment	12.6				X	X	Yes - Gate	3	3
Red Creek (Lv 2)	7723	7232	NFSR 7723 Lv 3 segment to Dead End	3.0				X		Yes - Gate	2	2
Red Mountain Creek	7742.3H	7423H	NFSR 7742 to Jct. w/ NFST 414	1.6				X		Seasonal	3	3

Schedule A

USFS Agreement Number:		22-RO-11020400-019			COUNTY ROW			USFS ROW		ROAD RESTRICTIONS	ROAD MAINTENANCE & SIGNING	
					County has jurisdiction for law enforcement and authority to control and regulate use.			USFS has jurisdiction to control and regulate use. Both County and USFS have law enforcement jurisdiction.		Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	Insert Operating Maint. Level for all NFSR	
ROAD NAME	ROAD NUMBER NFSR	COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT	Seasonal Restrictions (Seas)	ALL COUNTY	ALL USFS
Rocky Brook	7748	7482	NFSR 7744 to Jct. w/ NFSR 7742	10.7				X		Seasonal	3	3
Schofield Pass	7317	3172	NF Bdy North of Gothic to WR NF bdy @ Schofield Pass	5.4	UNK			X		Yes - Gate	3	3
Slate River	7734	7342	NF Boundary above Pittsburg to WR Forest Boundary	4.4	UNK			X		Yes - Bridge	3	3
Snowblind Campground	7888.1A	8882A	NFSR 7888 thru Campground	0.5				X		Yes - Gate	3	3
Soap Creek (Lv 2)	7721	7212	Jct 7721.2C to Commissary TH	2.3				x		Yes - Gate	2	2
Soap Creek (Lv 3)	7721	7212	CR 721 @ NF Bdy to Jct. w/ Soap Cr. CG NFSR 7721.2C	2.3				X		Yes - Gate	3	3
Soap Creek Campground	7721.2C	77212CG	NFSR 7721 thru Campground	1.2				X		Seasonal	3	3
Spring Creek (Lv 3)	7744	7442	CR 744 @ NF Bdy to Jct. w/ NFSR 7880	10.5	UNK			X		Seasonal	3	3
Spring Creek (Lv 2)	7744	7442	NFSR 7744 Lv 3 segment @ Jct w/ NFSR 7880 to Jct w/ NFSR 7758.1E	6.2				X		Seasonal	2	2
Summerville Trailhead	7700	7002	CR 742 to Dead End and Parking Area	0.1				X	X	Seasonal	3	3
Swampy Pass Trailhead	7730.1E	7302TH	Jct w/ NFSR 7730 to Trailhead and Parking area	0.1				X		Seasonal	3	3
Taylor River (Lv 3-4)	7742	7422	Jct w/CR 209 to Jct w/ 7742.3K & Lv 2 segment	13.3	UNK			X		Seasonal	3, 4	3, 4
Taylor River (Lv 2)	7742	7422	NFSR 7742 Lv 3 segment w/ Jct of 774.3K to DE	5.3				X		Seasonal	2	2
Tincup Cemetary	7953.1A1	9254	NFSR 7953 to Tincup Cemetary	0.3	UNK			X		Seasonal	3	3
Tomichi Creek	7888	8882	From USFS Boundary below Whitepine to Jct with 888.3A Bonanza	4.2	UNK			X		Seasonal	3	3
Union Park	7752	7522	Jct w/ 7752A to Cow Camp	5.0	UNK			X		Seasonal	3	3
Washington Gulch	7811	8112	NF Bdy to Lv 2 segment	0.4	UNK			X		Seasonal	3	3
Washington Gulch	7811	8112	NFSR 7811 Lv 3 segment to Jct. w/ NFSR 7734	5.2	UNK			X		Seasonal	2	2
Waunita Pass	7763	7632	Jct w/ CR 887 to NF Bdy	9.3	UNK			X	X	Seasonal	3	3
Waunita - Black Sage	7887	8872	NF Bdy to NF Bdy	4.2				X		Seasonal	3	3
Waunita - Black Sage	7887	8872	NF Bdy to NF Bdy	0.5				X		Seasonal	3	3
West Fork (Alpine Plateau)	7867.2A	652	NFSR 7867 spur NF bdy @ mp 0.4 to NF bdy.	1.9				X		Seasonal	3	3
Willow Creek	7882	882	County Road 76 to M.P. 3.0	3.0				X		Seasonal	2	2

2022 SCHEDULE A

Uncompahgre and Gunnison NF, Ouray RD — **National Forest** — **USFS Agreement Number:** 22-RO11020400-019

Gunnison — **County, State of**

Chad Stewart, Forest Supervisor — **Date** — **Jonathan Houck, BOCC Chairperson** — **Date**

USFS Agreement Number: 22-RO11020400-019

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ROAD NAME	ROAD NUMBER NFSR	ROAD NUMBER COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT		ALL COUNTY	ALL USFS
Cimarron Forks	858.3G	8582CG	NFSR 858 to the forks dispersed camping - DE	0.3				X		Seasonal		3
East Fork Cimarron	863	8632	NFSR 858 to NFST 228	1.7				X		Yes - Gate		3
Fisherman Parking	858.3D	8582D	NFSR 858 to parking area and boat ramp	0.3				X		Seasonal		3
Johnson Park	864.4C	8642CG	NFSR 864 to toilet	0.1				X		Seasonal		3
Little Cimarron	864	8642	NF Easement at MP 8.1 to Trailhead	12.3				X		Yes - Gate		3
Middle Fork Cimarron	861	8612	NFSR 858 to Dead End	4.8				X		Yes - Gate		3
Owl Creek - Cimarron	858	8582	NF Bdy (US 50 side) to Ouray County	12.0				X		Yes - Gate		3
West Fork Cimarron	860	8602	NFSR 8585 to ML 2.	2.0				X		Yes - Gate		3

Gunnison Schedule A 2022 Paonia District

Gunnison NF, Paonia Ranger District | National Forest | USFS Agreement Number: 22-RO-11020400-019

Gunnison | County, State of

Chad Stewart, Forest Supervisor | Date | Jonathan Houck, BOCC Chairperson | Date

USFS Agreement Number: 22-RO-11020400-019

					COUNTY ROW			USFS ROW		ROAD RESTRICTIONS	ROAD MAINTENANCE & SIGNING	
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ROAD NAME	ROAD NUMBER NFSR	ROAD NUMBER COUNTY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT		ALL COUNTY	ALL USFS
Buzzard Divide	265	2652	Forest Bndry to Gunnison/Delta Cntyline	4.8				X		Seasonal		4
Lost Lake Road	706	7062	Kebler Pass CR 12 Road to Lost Lake 706.1B/706.1A	2.4				X		Seasonal		3
Minnesota Creek to Beaver Reservoir	710	7102	FS Bndry to Dam at Reservoir	4.2				X		Seasonal		2
Crystal Creek	713	7132	FS Bndry to NFST 888	14.3				X		Seasonal		3
Crystal Creek Spur A	713	7134	Connector NFSR 713 to NFSR 717	0.7				X		Seasonal		2
Myers Gulch	715	7152	Jct w/NFSR 716 to Jct w/NFSR 717	5.9				X		Seasonal		2
Old Mesa	716	7162	Countyline to Private Land at NF Bdy	5.5				X		Seasonal		3
Mesa Creek	717	7172	Jct w/ NFSR 716 to Jct w/713.4A	8.0				X		Seasonal		3
Curecanti Creek	720	7202	FS Bndry to 1/2 mile below beaver ponds	7.0				X		Seasonal		3
Corral Gulch	719	7192	Counytyline to NFSR 716	3.2				X		Seasonal		3
Erickson Springs Recreation Area	903	9032	Kebler Pass Road CR 12 to TH and CG	0.7				X		Seasonal		3
Lost Lake Campground A Spur	706.1A	7062ACG	NFSR 706 to DE	0.2				X		Seasonal		3
Lost Lake Campground B Spur	706.1B	7062BCG	NFSR 706 to loop	0.4				X		Seasonal		3
Horse Ranch Park	707	7072	Kebler Pass Road CR 12 to loops access NFST 838	0.3				X		Seasonal		3
Cliff Creek Trailhead	809	8092	Kebler Pass Road CR12 to Trailhead Cliff Creek trail	0.3				X		Seasonal		3

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Insurance Liability Variance Request; Uncompahgre

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Uncompahgre Trail Riders and Sno Trackers Clubs are requesting a reduction of insurance to the 1,000,000 carried by the CO Snowmobile Association

Fiscal Impact:

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: DCM Report

Agenda Date: 6/7/2022

Revised April 2015

Gunnison Board of County Commissioners

To Whom It May Concern:

We are writing to you regarding the insurance requirements in order for the Uncompahgre Valley Trail Riders (UVTR), we are requesting a variance on the limit of liability insurance for 2022-2023 grooming season. This variance would be of the same nature as the one granted for the 2021-2022 season.

Currently, UVTR is covered under a blanket policy written for Colorado Snowmobile Association (CSA) which carries a limit of $1,000,000. CSA is not able to obtain a higher limit of liability at this time. The next level of coverage would be $2,000,000 and the premium costs are prohibitive to this organization. The UVTR and the local Gunnison snowmobile club would be affected by this requirement. If a variance is not granted, the UVTR and the Gunnison club will be unable to continue grooming efforts in Gunnison county.

Funding for grooming activities comes from support in the way of grants from Colorado State Parks and is finite in nature.

The club's scope of grooming is as follows:

12.6 miles of Gunnison county roads maintained as snowmobile trails.

Our clubs are dedicated to the safe and timely maintenance of these roads as Gunnison county does not maintain these roads during the winter months. These trails provide revenue for our local economy from locals and visitors alike.

We thank you in advance for your consideration,

Sincerely,

Rich Jakino

Rich Jakino
Vice President
Uncompahgre Valley Trail Riders

Gunnison County Sno Trackers Snowmobile Club, Inc
PO Box 34
Gunnison, CO 81230

May 30, 2022

Gunnison County Board of County Commissioners
100 East Virginia Ave.
Gunnison, CO 81230

Dear Commissioners,

As you are aware, last year our club asked for consideration in the matter of our annual liability insurance requirements. As a recap, we requested and were granted an exemption from the requirement that our Club carry liability insurance, with Gunnison County as a named insured, of $1,093,000 as recommended by the State. Our liability insurance is secured by the Colorado Snowmobile Association, (CSA), and is in the amount of $1 million. We investigated having them increase the coverage to $1.2 million but have been informed that this is not possible. The insurance carrier, V&V insurance, will only provide coverage in increments of $1 million dollars. The cost of providing a $2 million policy for all 28 clubs in the State is cost prohibitive for CSA, which receives it's money from Colorado State Parks through the snowmobile registration program.

Please accept this letter as a formal request for your consideration of accepting $1million dollars liability insurance, with the County named as an insured, as adequate coverage for our continued grooming operations for the next season. Our grooming program is a vital part of winter recreation. Our trails are visited by tens of thousands of tourists every year who provide a big boost to our winter economy. We are active in educating all trail users on the dos and don'ts of recreating in the Gunnison back country. We work with many other recreational groups to ensure a cohesive message to all who use the multi-use trails provided by Sno Trackers.

If you have any questions or need more information, I can be reached at 970-209-3715. Thank you for your consideration,

Phil Chamberland
Treasurer, Sno Trackers

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER V & V Insurance Agency Inc Po Box 159 Cresco IA 52136	**CONTACT NAME:** Dale Vagts **PHONE (A/C, No, Ext):** 563-547-2161 **FAX (A/C, No):** 563-547-2046 **E-MAIL ADDRESS:** insurance@vandvins.com
INSURED UNCOMPAHGRE VALLEY TRAIL RIDERS PO BOX 3503 MONTROSE CO 81401	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Mesa Underwriters Specialty Ins Co / 36838 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20210823153304431 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			MP0022001900026	07/01/2021	07/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 0 $ 0 $ 0 $ 1,000,000 $ 0
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Snowmobile/ATV Club and Trail Liability Insurance, including Liability coverage for (2) Groomers. Additional Insured for trail usage: US Forest Service, Ouray District, 2505 S. Townsend, Montrose, CO 81427; Colorado Parks & Wildlife, 13787 S Hwy 85, Littleton, CO 80125; Montrose County Administration, 161 S Townsend, Montrose, CO 81401; Ouray County Administration, 421 6th Ave, Ouray, CO 81427; Gunnison County Administration, 200 E Virginia, Gunnison, CO 81230; August Nicolas, 556 6530 Rd, Montrose, CO 81401.
See the attached Form CG2026 regarding coverage for contracted landowners for trail use.
Terrorism coverage is Excluded on this policy.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Dale J Vagts

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Vouchers and Transfers: March 2022 Sales Tax – L

Action Requested:

Parties to the Agreement:

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

Summary:

March 2022 Sales Tax and Local Marketing District Tax Reports

Fiscal Impact: See reports.

Submitted by: Kelly Weak **Submitter's Email Address:** kweak@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/1/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/7/2022

Revised April 2015

Gunnison County, Colorado
County Taxable Sales
For the Year Ended 12/31/22

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	18,967,548	18,062,071	20,438,936	0	0	0	0	0	0	0	0	0	57,468,555
Crested Butte	14,992,677	16,681,498	17,221,472	0	0	0	0	0	0	0	0	0	48,895,647
Mt. Crested Butte	6,535,099	8,287,717	12,249,117	0	0	0	0	0	0	0	0	0	27,071,933
Marble	102,381	141,319	148,498	0	0	0	0	0	0	0	0	0	392,198
Pitkin	16,078	57,347	54,260	0	0	0	0	0	0	0	0	0	127,685
Unincorporated	11,167,071	10,312,892	13,338,354	0	0	0	0	0	0	0	0	0	34,818,317
TOTAL TAXABLE SALES	51,780,854	53,542,844	63,450,637	0	0	0	0	0	0	0	0	0	168,774,335
Computed 1% Sales Tax	**517,808.54**	**535,428.44**	**634,506.37**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,687,743.35**
% Incr(Decr) of 2022 over 2021	**22.44%**	**16.01%**	**22.41%**										

For the Year Ended 12/31/21

Entity	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
City of Gunnison	16,592,456	17,005,091	17,498,356	17,802,918	19,214,279	24,686,272	27,342,687	25,690,327	28,897,715	21,293,379	19,815,858	20,077,443	255,916,781
Crested Butte	12,513,507	13,017,048	16,540,802	7,696,158	9,230,655	16,590,751	21,120,859	17,427,006	16,891,778	11,762,498	9,192,482	15,932,227	167,915,771
Mt. Crested Butte	4,990,371	6,986,247	7,855,129	2,046,403	1,593,221	3,321,433	6,366,186	4,286,626	3,622,579	2,451,522	1,780,870	6,108,786	51,409,373
Marble	134,091	110,204	163,848	95,749	262,325	495,547	512,659	388,561	530,582	347,595	89,599	150,251	3,281,011
Pitkin	60,157	74,791	61,971	51,597	114,822	254,657	292,045	275,076	175,385	76,561	191,747	80,553	1,709,362
Unincorporated	7,999,252	8,959,136	9,714,171	7,854,839	9,857,208	15,130,334	14,954,200	14,206,055	13,942,015	11,130,388	11,297,526	13,232,335	138,277,459
TOTAL TAXABLE SALES	42,289,834	46,152,517	51,834,277	35,547,664	40,272,510	60,478,994	70,588,636	62,273,651	64,060,054	47,061,943	42,368,082	55,581,595	618,509,757
Computed 1% Sales Tax	**422,898.34**	**461,525.17**	**518,342.77**	**355,476.64**	**402,725.10**	**604,789.94**	**705,886.36**	**622,736.51**	**640,600.54**	**470,619.43**	**423,680.82**	**555,815.95**	**6,185,097.57**
% Incr(Decr) of 2021 over 2020	**11.54%**	**21.90%**	**67.66%**	**39.42%**	**34.53%**	**40.95%**	**22.20%**	**17.97%**	**12.51%**	**12.30%**	**19.99%**	**10.12%**	**23.65%**

	Y-T-D 2021 TOTAL	Y-T-D 2022 TOTAL	Difference	%
City of Gunnison	51,095,903	57,468,555	6,372,652	12.47%
Crested Butte	42,071,357	48,895,647	6,824,290	16.22%
Mt. Crested Butte	19,831,747	27,071,933	7,240,186	36.51%
Marble	408,143	392,198	(15,945)	-3.91%
Pitkin	196,919	127,685	(69,234)	-35.16%
Unincorporated	26,672,559	34,818,317	8,145,758	30.54%
TOTAL TAXABLE SALES	140,276,628	168,774,335	28,497,707	20.32%
TOTAL COUNTY REVENUE	781,703	964,920	183,217	23.44%

	Y-T-D 2020 TOTAL	Y-T-D 2021 TOTAL	Difference	%
City of Gunnison	43,769,022	51,095,903	7,326,881	16.74%
Crested Butte	26,366,103	42,071,357	15,705,254	59.57%
Mt. Crested Butte	13,945,226	19,831,747	5,886,521	42.21%
Marble	193,056	408,143	215,087	111.41%
Pitkin	83,514	196,919	113,405	135.79%
Unincorporated	22,336,870	26,672,559	4,335,689	19.41%
TOTAL TAXABLE SALES	106,693,791	140,276,628	33,582,837	31.48%
TOTAL COUNTY REVENUE	596,661	781,703	185,042	31.01%

PREVIOUS YEARS FOR COMPARISON

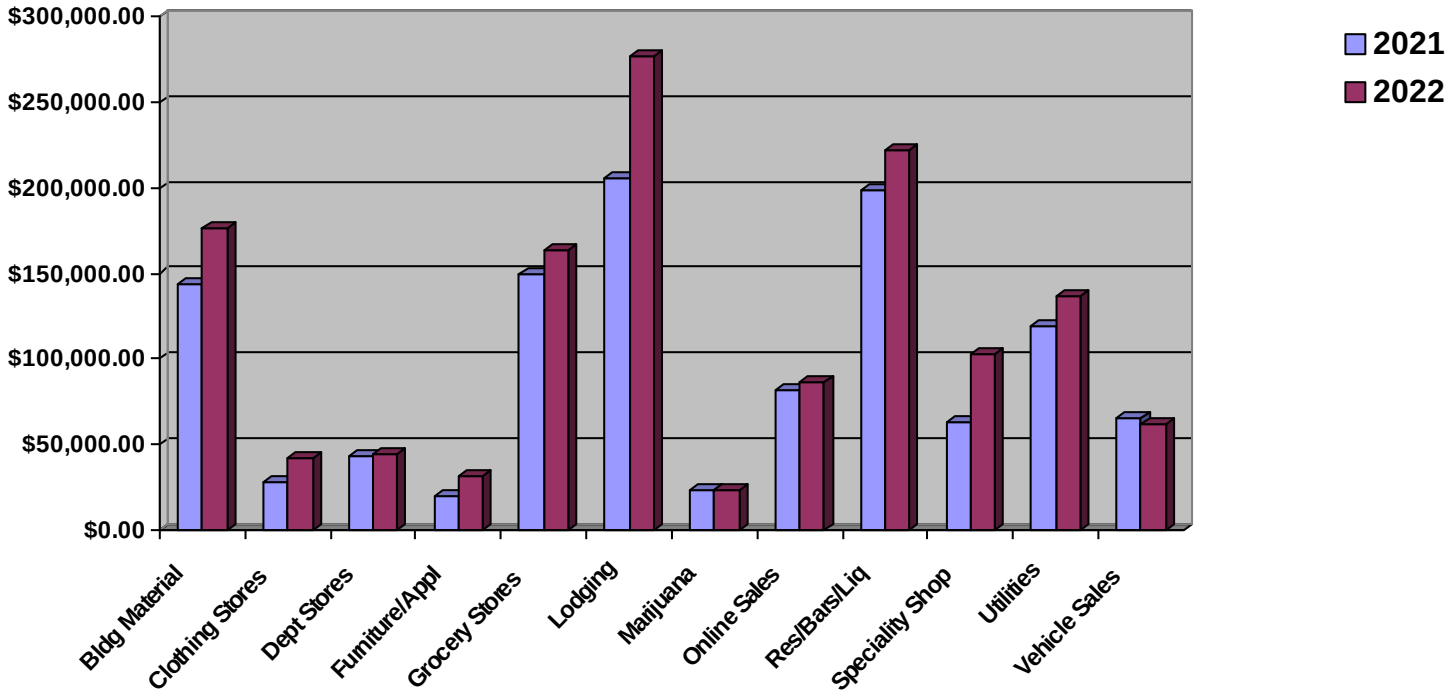
	2019 TOTAL	2020 TOTAL	Difference	%
City of Gunnison	208,654,907	217,223,917	8,569,010	4.11%
Crested Butte	124,011,858	129,700,628	5,688,770	4.59%
Mt. Crested Butte	41,690,589	36,716,482	(4,974,107)	-11.93%
Marble	2,611,538	2,857,002	245,464	9.40%
Pitkin	1,485,301	1,278,152	(207,149)	-13.95%
Unincorporated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

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

SALES TAX REVENUE COMPARISONS

YEAR		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Year to Date	Budgeted Sales Tax Revenue And % YTD Actual / TTL Budgeted
2022	Current Month TOTAL COUNTY REVENUE	$ 297,058.63	$ 301,597.68	$ 366,263.96										$ 964,920.27	$ 964,920.27	$ 3,406,600.00
	% Change over previous year (monthly)	27.08%	16.95%	26.27%											23.44%	28.33%
2021	Current Month TOTAL COUNTY REVENUE	$ 233,764.43	$ 257,877.27	$ 290,061.24	$ 199,331.52	$ 232,967.59	$ 360,365.64	$ 410,033.18	$ 364,717.53	$ 372,329.35	$ 273,280.66	$ 250,647.04	$ 326,388.65	$ 3,571,764.10	$ 781,702.94	$ 3,406,600.00
	% Change over previous year (monthly)	10.45%	19.35%	71.68%	39.31%	36.67%	43.26%	22.38%	19.85%	14.40%	14.65%	22.07%	9.15%		31.01%	22.95%
2020	Current Month TOTAL COUNTY REVENUE	$ 211,645.49	$ 216,060.62	$ 168,955.20	$ 143,088.55	$ 170,460.34	$ 251,543.96	$ 335,046.12	$ 304,308.97	$ 325,464.58	$ 238,366.46	$ 205,331.59	$ 299,015.41	$ 2,869,287.29	$ 596,661.31	$ 2,364,672.12
	% Change over previous year (monthly)	24.45%	29.42%	-3.86%	8.26%	19.46%	6.12%	6.06%	11.54%	31.38%	18.14%	14.22%	14.84%		16.36%	25.23%
2019	Current Month TOTAL COUNTY REVENUE	$ 170,067.96	$ 166,941.31	$ 175,741.46	$ 132,172.13	$ 142,697.59	$ 237,026.29	$ 315,888.42	$ 272,815.87	$ 247,730.77	$ 201,759.56	$ 179,763.86	$ 260,373.24	$ 2,502,978.46	$ 512,750.73	$ 2,110,144.44
	% Change over previous year (monthly)	6.96%	12.89%	4.28%	9.95%	-0.24%	10.74%	11.84%	16.86%	-10.43%	26.89%	43.45%	33.69%		7.85%	24.30%
2018	Current Month TOTAL COUNTY REVENUE	$ 158,998.15	$ 147,877.26	$ 168,534.55	$ 120,215.15	$ 143,035.31	$ 214,044.30	$ 282,456.83	$ 233,447.74	$ 276,580.27	$ 159,001.17	$ 125,310.95	$ 194,759.60	$ 2,224,261.28	$ 475,409.96	$ 1,924,050.00
	% Change over previous year (monthly)	14.07%	0.56%	-3.97%	24.93%	24.08%	16.38%	25.51%	-2.42%	37.65%	12.47%	7.25%	6.80%		2.92%	24.71%
2017	Current Month TOTAL COUNTY REVENUE	$ 139,392.05	$ 147,046.94	$ 175,494.85	$ 96,225.07	$ 115,278.76	$ 183,923.35	$ 225,051.99	$ 239,240.43	$ 200,934.31	$ 141,366.34	$ 116,835.75	$ 182,355.98	$ 1,963,145.82	$ 461,933.84	$ 1,838,400.00
	% Change over previous year (monthly)	11.37%	-9.78%	11.44%	-7.80%	5.38%	1.77%	-4.98%	4.68%	6.87%	17.47%	22.18%	5.95%		3.66%	25.13%
2016	Current Month TOTAL COUNTY REVENUE	$ 125,157.30	$ 162,978.56	$ 157,480.34	$ 104,370.28	$ 109,392.20	$ 180,729.23	$ 236,844.80	$ 228,536.23	$ 188,023.92	$ 120,347.56	$ 95,627.52	$ 172,116.30	$ 1,881,604.24	$ 445,616.20	$ 1,838,000.00
	% Change over previous year (monthly)	-1.20%	29.56%	4.72%	21.85%	6.55%	9.49%	2.63%	16.62%	-4.53%	6.42%	-4.80%	4.24%		10.62%	24.24%
2015	Current Month TOTAL COUNTY REVENUE	$ 126,678.67	$ 125,794.53	$ 150,379.22	$ 85,651.79	$ 102,663.54	$ 165,070.67	$ 230,768.25	$ 195,967.70	$ 196,937.46	$ 113,087.50	$ 100,454.29	$ 165,122.68	$ 1,758,576.30	$ 402,852.42	$ 1,590,000.00
	% Change over previous year (monthly)	13.93%	13.06%	10.63%	7.12%	3.16%	11.09%	6.21%	7.35%	8.53%	4.87%	4.44%	8.69%		12.40%	25.34%
2014	Current Month TOTAL COUNTY REVENUE	$ 111,193.82	$ 111,264.35	$ 135,936.02	$ 79,959.58	$ 99,519.75	$ 148,591.26	$ 217,271.71	$ 182,557.86	$ 181,452.74	$ 107,834.56	$ 96,183.39	$ 151,915.60	$ 1,623,680.64	$ 358,394.19	$ 1,472,000.00
	% Change over previous year (monthly)	0.79%	4.46%	4.02%	6.01%	8.73%	5.16%	7.10%	9.55%	23.01%	-0.72%	6.56%	9.74%		3.13%	24.35%
2013	Current Month TOTAL COUNTY REVENUE	$ 110,323.53	$ 106,514.20	$ 130,684.01	$ 75,428.71	$ 91,528.08	$ 141,300.06	$ 202,862.92	$ 166,649.18	$ 147,508.85	$ 108,616.50	$ 90,259.56	$ 138,427.93	$ 1,510,103.53	$ 347,521.74	$ 1,425,560.00
	% Change over previous year (monthly)	18.70%	-3.76%	12.39%	-3.09%	-2.68%	-2.80%	11.87%	17.96%	11.21%	13.03%	2.22%	5.56%		8.63%	24.38%
2012	Current Month TOTAL COUNTY REVENUE	$ 92,940.69	$ 110,678.57	$ 116,280.84	$ 77,835.01	$ 94,048.48	$ 145,374.41	$ 181,344.11	$ 141,276.47	$ 132,636.58	$ 96,095.54	$ 88,302.36	$ 131,131.54	$ 1,407,944.60	$ 319,900.10	$ 1,329,266.00
	% Change over previous year (monthly)	-5.63%	11.73%	-2.46%	8.75%	16.00%	21.77%	2.09%	-10.04%	0.67%	5.01%	3.11%	-7.50%		0.99%	24.07%
2011	Current Month TOTAL COUNTY REVENUE	$ 98,483.50	$ 99,062.88	$ 119,211.37	$ 71,571.55	$ 81,077.59	$ 119,386.11	$ 177,639.68	$ 157,047.23	$ 131,749.00	$ 91,514.44	$ 85,637.00	$ 141,760.78	$ 1,374,141.13	$ 316,757.75	$ 1,314,611.00
	% Change over previous year (monthly)	0.08%	2.33%	-6.44%	6.03%	5.34%	-4.07%	4.40%	1.19%	9.97%	-2.08%	3.07%	4.34%		-1.82%	24.10%
2010	Current Month TOTAL COUNTY REVENUE	$ 98,400.27	$ 96,807.67	$ 127,414.83	$ 67,498.88	$ 76,966.39	$ 124,445.99	$ 170,158.18	$ 155,201.21	$ 119,801.59	$ 93,460.15	$ 83,089.19	$ 135,867.11	$ 1,349,111.46	$ 322,622.77	$ 1,448,152.00

2021/2022 YTD INDUSTRY COMPARISON AS OF MARCH



March 2022

Taxes by Industry

Amusement & Entertainment	$42,644.42
Bldg Material & Trades	$61,957.17
Clothing Stores	$14,071.68
Department Stores	$16,277.21
Furniture & Appliance Stores	$14,847.61
Gas/Convenience Stores	$7,148.46
Grocery Stores	$58,165.24
Lodging	$113,029.19
Manufacturing	$15,516.62
Marijuana	$8,122.63
Miscellaneous Services	$62,035.81
Online Sales	$29,340.21
Ranching & Agriculture	$429.45
Restaurant/Bars/Liquor Stores	$80,379.32
Specialty Shops	$44,441.00
Utilities	$43,982.48
Vehicle Sales/Parts/Services	$22,117.87
GRAND TOTAL:	$634,506.37

Taxes by Industry and Jurisdiction

March 2022

Amusement & Entertainment

Almont	4.00
Crested Butte	14613.41
Gunnison	7003.63
Marble	14.71
Mt. Crested Butte	14488.31
Ohio City	4.51
Parlin	16.13
Pitkin	14.20
Rem of Cnty	6484.33
Somerset	1.19
Grand Total By Industry:	$42,644.42

Bldg Material & Trades

Almont	0.40
Crested Butte	17670.34
Gunnison	28726.39
Marble	32.67
Mt. Crested Butte	525.00
Ohio City	7.80
Pitkin	25.48
Rem of Cnty	13861.83
Somerset	1107.26
Grand Total By Industry:	$61,957.17

Clothing Stores

Almont	17.54
Crested Butte	6622.59
Gunnison	2096.44
Marble	25.76
Mt. Crested Butte	4710.12
Ohio City	6.06
Parlin	2.23
Pitkin	9.18
Powderhorn	0.16
Rem of Cnty	579.16

Somerset	1.82
Tincup	0.62
Grand Total By Industry:	$14,071.68

Department Stores

Crested Butte	1101.38
Gunnison	13792.55
Marble	32.27
Mt. Crested Butte	100.80
Ohio City	39.66
Pitkin	4.89
Rem of Cnty	1177.90
Somerset	27.76
Grand Total By Industry:	$16,277.21

Furniture & Appliance Stores

Almont	26.72
Crested Butte	3827.76
Gunnison	3563.28
Marble	174.53
Mt. Crested Butte	2676.90
Ohio City	31.45
Pitkin	39.08
Powderhorn	0.01
Rem of Cnty	4908.77
Somerset	29.88
Tincup	-430.77
Grand Total By Industry:	$14,847.61

Gas/Convenience Stores

Crested Butte	1167.36
Gunnison	4796.90
Rem of Cnty	1184.20
Grand Total By Industry:	$7,148.46

Grocery Stores

Almont	4.77
Crested Butte	14757.90
Gunnison	42812.36
Mt. Crested Butte	136.14
Ohio City	0.75
Pitkin	0.72

Rem of Cnty		441.20
Somerset		11.40
	Grand Total By Industry:	$58,165.24

Lodging

Almont		1723.39
Crested Butte		14968.29
Gunnison		8702.82
Marble		449.91
Mt. Crested Butte		74223.05
Ohio City		21.75
Pitkin		45.77
Powderhorn		1.14
Rem of Cnty		12781.20
Somerset		111.87
	Grand Total By Industry:	$113,029.19

Manufacturing

Almont		1.57
Crested Butte		4859.73
Gunnison		2954.39
Marble		117.35
Mt. Crested Butte		1924.80
Ohio City		91.22
Pitkin		58.15
Powderhorn		1.66
Rem of Cnty		4286.97
Somerset		1219.46
Tincup		1.32
	Grand Total By Industry:	$15,516.62

Marijuana

Crested Butte		3722.05
Gunnison		4400.58
	Grand Total By Industry:	$8,122.63

Miscellaneous Services

Almont		69.19
Crested Butte		23544.44
Gunnison		14646.74
Marble		129.40
Mt. Crested Butte		7377.95

Ohio City	30.83
Parlin	0.45
Pitkin	20.15
Powderhorn	1.58
Rem of Cnty	14830.97
Somerset	1383.87
Tincup	0.24
Grand Total By Industry:	$62,035.81

Online Sales

Rem of Cnty	29340.21
Grand Total By Industry:	$29,340.21

Ranching & Agriculture

Crested Butte	118.28
Gunnison	18.88
Marble	96.68
Mt. Crested Butte	0.38
Rem of Cnty	195.23
Grand Total By Industry:	$429.45

Restaurant/Bars/Liquor Stores

Almont	0.70
Crested Butte	40748.66
Gunnison	29018.87
Marble	1.55
Mt. Crested Butte	7947.56
Ohio City	3.13
Parlin	12.18
Rem of Cnty	2646.67
Grand Total By Industry:	$80,379.32

Specialty Shops

Almont	32.15
Crested Butte	16140.93
Gunnison	14851.32
Marble	90.02
Mt. Crested Butte	1548.12
Ohio City	34.85
Parlin	24.40
Pitkin	35.50
Powderhorn	21.20

Rem of Cnty	7712.63	
Sapinero	13.46	
Somerset	3934.60	
Tincup	1.82	
Grand Total By Industry:	$44,441.00	

Utilities

Almont	2515.03	
Crested Butte	6123.82	
Gunnison	12027.96	
Marble	277.21	
Mt. Crested Butte	6761.26	
Ohio City	111.14	
Parlin	220.92	
Pitkin	241.69	
Powderhorn	0.27	
Rem of Cnty	15197.07	
Somerset	506.11	
Grand Total By Industry:	$43,982.48	

Vehicle Sales/Parts/Services

Crested Butte	2227.78	
Gunnison	14976.25	
Marble	42.92	
Mt. Crested Butte	70.78	
Ohio City	6.61	
Parlin	1.43	
Pitkin	47.79	
Rem of Cnty	4392.82	
Somerset	351.49	
Grand Total By Industry:	$22,117.87	
		$634,506.37

COMPARATIVE MARKETING DISTRICT TAX FIGURES

YEAR 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	327,256.87	341,717.00	577,721.00											
Interest Credit	35.00	199.00	11.00											
Program Cost	142.12	151.65	226.31											
Current Total Distribution	$ 327,433.99	$ 342,067.65	$ 577,958.31										$ 1,247,459.95	$ 1,247,459.95
% Change over previous year (cumulative)	*28.01%*	*15.91%*	*27.14%*											

YEAR 2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	255,042.00	321,507.97	403,453.78	95,007.06	112,838.00	382,996.00	477,760.19	366,672.97	430,405.84	169,882.50	144,361.00	335,304.63		
Interest Credit	600.00	132.01	15.41	(2.15)	69.00	1,499.00	883.00	259.98	236.00	13.00	67.00	241.00		
Program Cost	151.86	162.18	122.38	156.13	212.09	(11,000.42)	159.94	211.39	203.26	194.87	113.99	66.65		
Current Total Distribution	$ 255,793.86	$ 321,802.16	$ 403,591.57	$ 95,161.04	$ 113,119.09	$ 373,494.58	$ 478,803.13	$367,144.34	$ 430,845.10	$ 170,090.37	$ 144,541.99	$ 335,612.28	$ 3,489,999.51	$ 981,187.59
% Change over previous year (cumulative)	*32.88%*	*40.50%*	*64.94%*	*60.58%*	*70.92%*	*78.01%*	*65.77%*	*56.82%*	*49.45%*	*46.60%*	*46.37%*	*43.19%*	43.19%	

YEAR 2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	192,337.20	217,689.00	183,515.22	56,203.66	30,274.48	188,258.70	358,038.00	304,201.02	363,812.00	152,657.98	101,914.10	282,110.00		
Interest Credit	15.00	698.00	44.48	19,104.76	(4,667.50)	(177.60)	247.00	30.00	17.00	26.00	1.00	27.00		
Program Cost	147.97	216.53	198.04	107.88	44.20	(5,983.34)	(4,596.45)	190.91	176.62	216.70	118.97	60.01		
Current Total Distribution	$ 192,500.17	$ 218,603.53	$ 183,757.74	$ 75,416.30	$ 25,651.18	$ 182,097.76	$ 353,688.55	$304,421.93	$ 364,005.62	$ 152,900.68	$ 102,034.07	$ 282,197.01	$ 2,437,274.54	$ 594,861.44
% Change over previous year (cumulative)	*5.75%*	*14.23%*	*4.43%*	*-0.06%*	*-6.11%*	*-7.23%*	*-1.96%*	*1.44%*	*6.08%*	*8.70%*	*9.33%*	*11.38%*	11.38%	

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	181,759.69	177,578.30	209,047.39	100,724.00	70,191.13	207,441.00	309,188.00	257,693.50	276,461.20	96,836.07	82,106.00	216,810.00		
Interest Credit	152.00	84.00	509.00	7.00	172.00	254.02	459.00	20.32	133.00	394.20	156.00	272.00		
Program Cost	128.08	176.76	184.79	333.11	165.11	(2,443.33)	226.15	312.87	309.59	252.98	144.90	65.56		
Current Total Distribution	$ 182,039.77	$ 177,839.06	$ 209,741.18	$ 101,064.11	$ 70,528.24	$ 205,251.69	$ 309,873.15	$258,026.69	$ 276,903.79	$ 97,483.25	$ 82,406.90	$ 217,147.56	$ 2,188,305.39	$ 569,620.01
% Change over previous year (cumulative)	*20.51%*	*18.14%*	*7.37%*	*14.17%*	*10.98%*	*1.14%*	*0.56%*	*1.54%*	*0.29%*	*0.63%*	*1.63%*	*2.63%*	2.63%	

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	150,988.25	153,443.94	225,700.97	56,842.31	80,200.55	267,369.77	313,268.01	241,735.29	294,313.53	90,622.93	62,462.92	191,652.50		
Interest Credit	4.00	25.00	30.00	4.64	88.00	3,069.00	20.00	52.00	43.00	18.74	24.00	953.40		
Program Cost	71.70	93.54	160.38	88.55	110.11	(2,467.14)	185.13	298.14	303.93	227.89	139.41	72.74		
Current Total Distribution	$ 151,063.95	$ 153,562.48	$ 225,891.35	$ 56,935.50	$ 80,398.66	$ 267,971.63	$ 313,473.14	$242,085.43	$ 294,660.46	$ 90,869.56	$ 62,626.33	$ 192,678.64	$ 2,132,217.13	$ 530,517.78
% Change over previous year (cumulative)	*15.06%*	*8.18%*	*12.14%*	*-1.92%*	*1.85%*	*14.14%*	*14.88%*	*13.40%*	*14.18%*	*11.43%*	*12.48%*	*11.68%*	11.68%	

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	131,226.92	150,242.13	191,385.00	125,552.00	56,447.40	166,343.60	267,468.40	227,437.04	248,807.60	118,126.46	40,002.34	184,745.32		
Interest Credit	22.00	16.00	8.00	310.00	103.00	40.00	55.00	19.00	56.00	1,820.00	(13.00)	59.00		
Program Cost	41.65	54.80	89.05	-	228.03	(2,234.71)	109.46	162.93	196.53	188.83	61.55	52.41		
Current Total Distribution	$ 131,290.57	$ 150,312.93	$ 191,482.05	$ 125,862.00	$ 56,778.43	$ 164,148.89	$ 267,632.86	$227,618.97	$ 249,060.13	$ 120,135.29	$ 40,050.89	$ 184,856.73	$ 1,909,229.74	$ 473,085.55
% Change over previous year (cumulative)	*-14.99%*	*-11.93%*	*-2.37%*	*1.95%*	*3.02%*	*6.33%*	*4.67%*	*6.62%*	*7.27%*	*10.32%*	*9.96%*	*10.28%*	10.28%	

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	154,255.38	165,229.45	164,669.00	102,875.15	48,926.71	136,784.96	266,986.96	194,346.00	224,387.82	68,581.00	41,202.00	163,034.63		
Interest Credit	150.33	58.23	47.67	52.26	26.00	(8.67)	740.68	44.00	55.90	25.00	176.30	24.00		
Program Cost	30.27	39.21	71.30	22.48	74.79	(2,248.68)	204.62	62.87	238.92	95.47	46.19	21.84		
Current Total Distribution	$ 154,435.98	$ 165,326.89	$ 164,787.97	$ 102,949.89	$ 49,027.50	$ 134,527.61	$ 267,932.26	$194,452.87	$ 224,682.64	$ 68,701.47	$ 41,424.49	$ 163,080.47	$ 1,731,330.04	$ 484,550.84
% Change over previous year (cumulative)	*48.61%*	*40.79%*	*10.92%*	*24.08%*	*22.90%*	*18.62%*	*17.77%*	*13.06%*	*12.09%*	*11.70%*	*11.88%*	*14.85%*	14.85%	

2015	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	103,887.62	123,026.98	209,636.18	36,499.60	44,147.00	133,997.56	231,925.85	208,642.67	209,796.56	65,936.00	34,600.13	105,526.52		
Interest Credit	20.00	167.00	17.00	69.00	258.00	77.00	193.84	(2.00)	17.90	29.00	156.68	265.31		
Program Cost	11.58	-	84.66	52.12	57.69	(1,998.18)	53.61	99.39	93.77	65.97	45.03	13.03		
Current Total Distribution	$ 103,919.20	$ 123,193.98	$ 209,737.84	$ 36,620.72	$ 44,462.69	$ 132,076.38	$ 232,173.30	$208,740.06	$ 209,908.23	$ 66,030.97	$ 34,801.84	$ 105,804.86	$ 1,507,470.07	$ 436,851.02
% Change over previous year (cumulative)	*452.10%*	*608.71%*	*31.93%*	*39.95%*	*48.15%*	*17.49%*	*18.74%*	*20.42%*	*13.00%*	*13.44%*	*13.37%*	*8.87%*	8.87%	

2014	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	18,792.00	13,080.60	299,068.76	7,142.00	11,227.36	205,225.14	189,618.00	163,004.00	245,097.00	53,500.77	31,347.96	148,224.44		
Interest Credit	7.00	105.00	-	29.00	15.00	53.00	57.00	15.00	74.08	41.92	112.44	32.00		
Program Cost	23.43	38.18	3.75	26.39	54.58	(1,640.70)	-	-	78.29	136.22	59.23	41.57		
Current Total Distribution	$ 18,822.43	$ 13,223.78	$ 299,072.51	$ 7,197.39	$ 11,296.94	$ 203,637.44	$ 189,675.00	$163,019.00	$ 245,249.37	$ 53,678.91	$ 31,519.63	$ 148,298.01	$ 1,384,690.41	$ 331,118.72
% Change over previous year (cumulative)	*-0.02%*	*47.41%*	*8.74%*	*3.28%*	*6.57%*	*17.43%*	*48.17%*	*78.33%*	*20.71%*	*22.48%*	*25.45%*	*22.07%*	22.07%	

2013	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	17,797.00	2,867.00	282,694.00	22,960.06	444.44	144,450.39	30,240.40	6,574.45	445,564.73	29,978.12	1,731.00	148,722.92		
Interest Credit	1,003.00	10.00	54.00	76.77	0.85	145.16	7.00	1.00	60.00	48.00	2.00	-		
Program Cost	26.17	36.03	4.41	32.95	60.91	(1,531.60)	31.01	37.97	10.38	68.74	85.05	6.87		
Current Total Distribution	$ 18,826.17	$ 2,913.03	$ 282,752.41	$ 23,069.78	$ 506.20	$ 143,063.95	$ 30,278.41	$ 6,613.42	$ 445,635.11	$ 30,094.86	$ 1,818.05	$ 148,729.79	$ 1,134,301.18	$ 304,491.61
% Change over previous year (cumulative)	*-14.52%*	*-16.80%*	*14.02%*	*9.81%*	*5.99%*	*8.67%*	*6.42%*	*7.09%*	*6.98%*	*4.82%*	*4.27%*	*3.60%*	3.60%	

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	21,800.00	3,937.80	240,894.00	31,236.91	10,986.00	125,479.23	37,160.27	2,935.00	416,480.80	46,892.73	6,153.00	149,692.99		
Interest Credit	191.04	102.51	5.00	0.05	137.00	5.00	404.00	296.00	492.00	89.35	456.00	3.00		
Program Cost	33.14	64.89	17.14	27.61	89.58	(1,444.94)	33.43	(6.09)	76.83	96.51	96.78	10.30		
Current Total Distribution	$ 22,024.18	$ 4,105.20	$ 240,916.14	$ 31,264.57	$ 11,212.58	$ 124,039.29	$ 37,597.70	$ 3,224.91	$ 417,049.63	$ 47,078.59	$ 6,705.78	$ 149,706.29	$ 1,094,924.86	$ 267,045.52
% Change over previous year (cumulative)	*16.10%*	*29.82%*	*-8.20%*	*-7.24%*	*-3.98%*	*-2.94%*	*3.28%*	*3.23%*	*8.23%*	*10.52%*	*11.11%*	*8.30%*	8.30%	

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	Year to Date
Current Month Net Collection	18,937.12	1,104.76	270,773.23	30,367.37	663.36	125,580.61	9,481.00	3,191.13	363,759.45	25,523.22	1,388.00	160,304.38		
Interest Credit	33.13	52.32	3.31	381.87	113.77	16.87	4.00	115.06	334.46	(82.22)	8.00	6.22		
Program Cost	-			(72.08)	(22.09)	(1,244.91)	31.75	29.68	20.18	97.63	133.81	15.17		
Current Total Distribution	$ 18,970.25	$ 1,157.08	$ 270,776.54	$ 30,677.16	$ 755.04	$ 124,352.57	$ 9,516.75	$ 3,335.87	$ 364,114.09	$ 25,538.63	$ 1,529.81	$ 160,325.77	$ 1,011,049.56	$ 290,903.87

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution: Changing the Designation of Lot RNQ-1

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Re designate Lot RNQ1 Skyland River Neighborhood to its original " quadraplex" designation.

Fiscal Impact:

Submitted by: Beth Baker **Submitter's Email Address:** bbaker@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/3/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/7/2022

Revised April 2015

Date: June 1, 2022
RE: Resolution to designate use of Lot RNQ-1, in Skyland River Neighborhood
LUC-22-00026

The CAO has determined the application and resolution legally sufficient for your review.

The new owner of Lot RNQ-1 Skyland River Neighborhood has requested a redesignation of his lot to quadruplex lot. In 2016 the previous owner came before the BOCC to have the quadraplex lot designated as a single-family lot, and was approved with a BOCC resolution. The new owner is requesting the designation returned to "quadraplex lot." This will be a permanent designation.

The HOA approves the request

You may review the file:
https://permitdb.gunnisoncounty.org/citizenaccess/
projects
Search by application number- LUC-22-00026
Click on file
Attachments
View

Thanks,
Beth Baker
Gunnison County Community and Economic Development

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2022-__

A RESOLUTION CHANGING THE DESIGNATION OF LOT RNQ-1 (FORMALLY RNQ-1 SINGLE FAMILY LOT) SKYLAND RIVER NEIGHBORHOOD TO ITS ORIGINAL DESIGNATION OF RNQ-1 (QUADRAPLEX LOT)

WHEREAS, Stephen Bruno the owner of Lot RNQ-1, aka 38 Alpine Ct, Skyland River Neighborhood, proposes a change in the designation of the lot from RNQ-1 "Single-Family Lot "to its original designation of Lot RNQ-1 "Quadraplex Lot;" and

WHEREAS, the Board of County Commissioners of Gunnison County Commissioners finds the following:

1. The *Amended Plat of Portions of Skyland* was approved by the Board of County Commissioners on December 24, 1996, recorded in the Office of the Gunnison County Clerk and Recorder, at Reception No. 473132, January 3, 1997.

2. The Board of County Commissioners approved the *Special Covenants of Skyland River Neighborhood*, recorded in the Office of the Gunnison County Clerk and Recorder, at Reception No. 473134, January 3, 1997. The Covenants designated uses on each individual Lot, including RNQ-1, as a "Quadraplex Lot", which shall be used solely for the development of four single-family units.

3. The Board of County Commissioners approved the "Amendments to Special Covenants of Skyland River Neighborhood", Board Resolution # 2002-33, June 18, 2002. Part of the amended covenants modified the definition of "Quadraplex Lot" to be used solely for two, three or four single-family units. The amended Covenants are recorded in the Office of the Gunnison County Clerk and Recorder, at Reception No. 521552, June 28, 2002.

4. The owner of Lot RNQ-1 in July, 2016 requested the lots designation be changed to single family. At that time the former owner did not wish to construct any residential units on the property. The owner had indicated that he was required to pay water availability for four units due to the "Quadraplex Lot" designation and the designation to RNSF provided relief.

5. The request was supported by the Homeowners Association.

6. The Board of County Commissioners approved the request in Resolution No. 16-30, dated July 19, 2016, recorded at reception number 640664, in the Office of the Gunnison County Clerk and Recorder.

7. The ownership of the lot has changed and the current owner, Stephen Bruno, has requested the lot designation be changed back to its original designation of RNQ-1 “Quadraplex Lot.”

8. The request is supported by The Skyland River Neighborhood Association, in a letter dated May 14, 2022, noting they had “no conflict with the request to convert 38 Alpine Court-which was ordinally designated Skyland Lot RNQ-1, then changed to RNSF (Single Family) as per Board of County Commissioners of Gunnison County Resolution No. 16-30 (recorded July 19, 2016)-back to RNQ designation which allows any of the following: Quadraplex, Triplex, Duplex, or Single Family. The RNQ designation change shall be permanent. “

NOW, THEREFORE, BASED ON THE FINDINGS SET FORTH ABOVE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the request for a change in the designation of Lot RNQ-1 to its original designation of “quadraplex lot”, is approved.

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

_____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2022-__

A RESOLUTION CHANGING THE DESIGNATION OF LOT RNQ-1 (FORMALLY RNQ-1 SINGLE FAMILY LOT) SKYLAND RIVER NEIGHBORHOOD TO ITS~~IT'S~~ ORIGINAL DESIGNATION OF RNQ-1 (QUADRAPLEX LOT)

WHEREAS, Stephen Bruno the owner of Lot RNQ-1 ~~-1~~, aka 38 Alpine Ct, Skyland River Neighborhood, proposes a change in the designation of the lot from RNQ-1 "Single-Family Lot "to its original designation of Lot RNQ-1 "Quadraplex Lot~~." ~~;" ~~And~~and

WHEREAS, the Board of County Commissioners of Gunnison County Commissioners ~~is informed of the following~~finds the following:~~.~~

1. ~~-~~The *Amended Plat of Portions of Skyland* was approved by the Board of County Commissioners on December 24, 1996, recorded in the Office of the Gunnison County Clerk and Recorder, at Reception No. 473132, January 3, 1997.

2. ~~–~~The Board of County Commissioners approved the *Special Covenants of Skyland River Neighborhood*, recorded in the Office of the Gunnison County Clerk and Recorder, at Reception No. 473134, January 3, 1997. The Covenants designated uses on each individual Lot, including RNQ-1, as a "Quadraplex Lot", which shall be used solely for the development of four single-family units.

3. ~~–~~The Board of County Commissioners approved the "Amendments to Special Covenants of Skyland River Neighborhood", Board Resolution # 2002-33, June 18, 2002. Part of the amended covenants modified the definition of "Quadraplex Lot" to be used solely for two, three or four single-family units. The amended Covenants are recorded in the Office of the Gunnison County Clerk and Recorder, at Reception No. 521552, June 28, 2002.

4. ~~–~~The owner of Lot RNQ-1 in July, 2016 requested the lots designation be changed to single family. At that time the former owner did not wish to construct any residential units on the property. The owner had indicated that he was required to pay water availability for four units due to the "Quadraplex Lot" designation and the designation to RNSF provided relief.

5. ~~–~~The request was supported by the Homeowners Association.

6. ~~–~~The Board of County Commissioners approved the request ~~with~~ in Resolution No. 16-30, dated July 19, 2016, recorded at reception number 640664, in the Office of the Gunnison County Clerk and Recorder.

7. The ownership of the lot has changed and the current owner, Stephen Bruno, has requested the lot designation be changed back to its original designation of RNQ-1 “Quadraplex Lot.”

8. The request is supported by The Skyland River Neighborhood Association, in a letter dated May 14, 2022, noting they had “no conflict with the request to convert 38 Alpine Court-which was ordinally designated Skyland Lot RNQ-1, then changed to RNSF (Single Family) as per Board of County Commissioners of Gunnison County Resolution No. 16-30 (recorded July 19, 2016)-back to RNQ designation which allows any of the following: Quadraplex, Triplex, Duplex, or Single Family. The RNQ designation change shall be permanent. “

NOW, THEREFORE, BASED ON THE FINDINGS SET FORTH ABOVE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that the request for a change in the designation of Lot RNQ-1 to its original designation of “quadraplex lot”, is approved.

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, ~~Vice-~~ ~~Chairperson~~Commissioner

_____
Liz Smith, Commissioner

Attest:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Resolution; Amending Resolution No. 22-21 Schedule

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Proposed amendment to Resolution 22-21

Fiscal Impact:

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

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/3/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/7/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY
RESOLUTION NO. 22-___

A RESOLUTION AMENDING RESOLUTION NO. 22-21 SCHEDULE OF FEES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT PERMIT APPLICATIONS

WHEREAS, pursuant to the Gunnison County *Land Use Resolution*, the *International Building Code*, and the Gunnison County *Onsite Wastewater Treatment System Regulations*, the Board of County Commissioners is authorized to set and amend the Community Development Department's permit application fees in order to compensate the County for the cost of review and processing of permit applications;

WHEREAS, Community Development staff has provided the Board of County Commissioners a cost and revenue analysis in a report dated March 7, 2022 titled "Community Development Fees." The report includes analysis of the fees for land use change permits, building permits, and onsite wastewater treatment system permits. The report and discussion with the Board of County Commissioners in regularly scheduled meetings contemplated the requirement of submittal of a project budget for buildings greater than 5,000 square feet;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado, that Gunnison County Board of Commissioners Resolution No. 22-21 shall be amended as follows:

1. For residential structures greater than 5,000 square feet it is the applicant's responsibility to provide the Building Permit valuation according to sections R108 of the International Residential Code and 109 of the International Building Code.

2. For all building permit applications in Gunnison less than 5,000 square feet the applicant may choose to provide the Building Permit valuation according to section R108 of the International Residential Code and 109 of the International Building Code or a permit valuation established according to the Building Valuation Data schedule as set forth in the most recent issue, at the time of issuance of the building permit, of the Building Safety Journal, published by the International Code Council using the regional cost modifier as adopted in Resolution 22-21.

3. All other provisions of Resolution No. 22-21 shall remain the same unless modified or repealed by subsequent resolution of this Board.

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 _____, seconded by Commissioner_____and passed on this ___day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS

_____	_____	_____
Jonathan Houck, Chairperson	Roland Mason, Commissioner	Elizabeth Smith, Commissioner

ATTEST:

_____
Deputy County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Ranchland Conservation Legacy Grant Agreement; C Brands Land & Cattle Ranch Conservation easement project; 333

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison Ranchland Conservation Legacy

Term Begins: June 7, 2022 **Term Ends:** **Grant Contract #:**

Summary:

A grant agreement detailing a conservation easement on 333 acre ranch on Tomichi and Woods Gulch creeks.

Fiscal Impact: 105,400

Submitted by: Mike Pelletier **Submitter's Email Address:** mpelletier@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/17/2022

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

Comments:
Appears legally sufficient. MRH

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/18/2022 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/19/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 10

Agenda Date: 6/7/2022

Revised April 2015

To: Board of County Commissioners

From: Mike Pelletier, GIS Manager

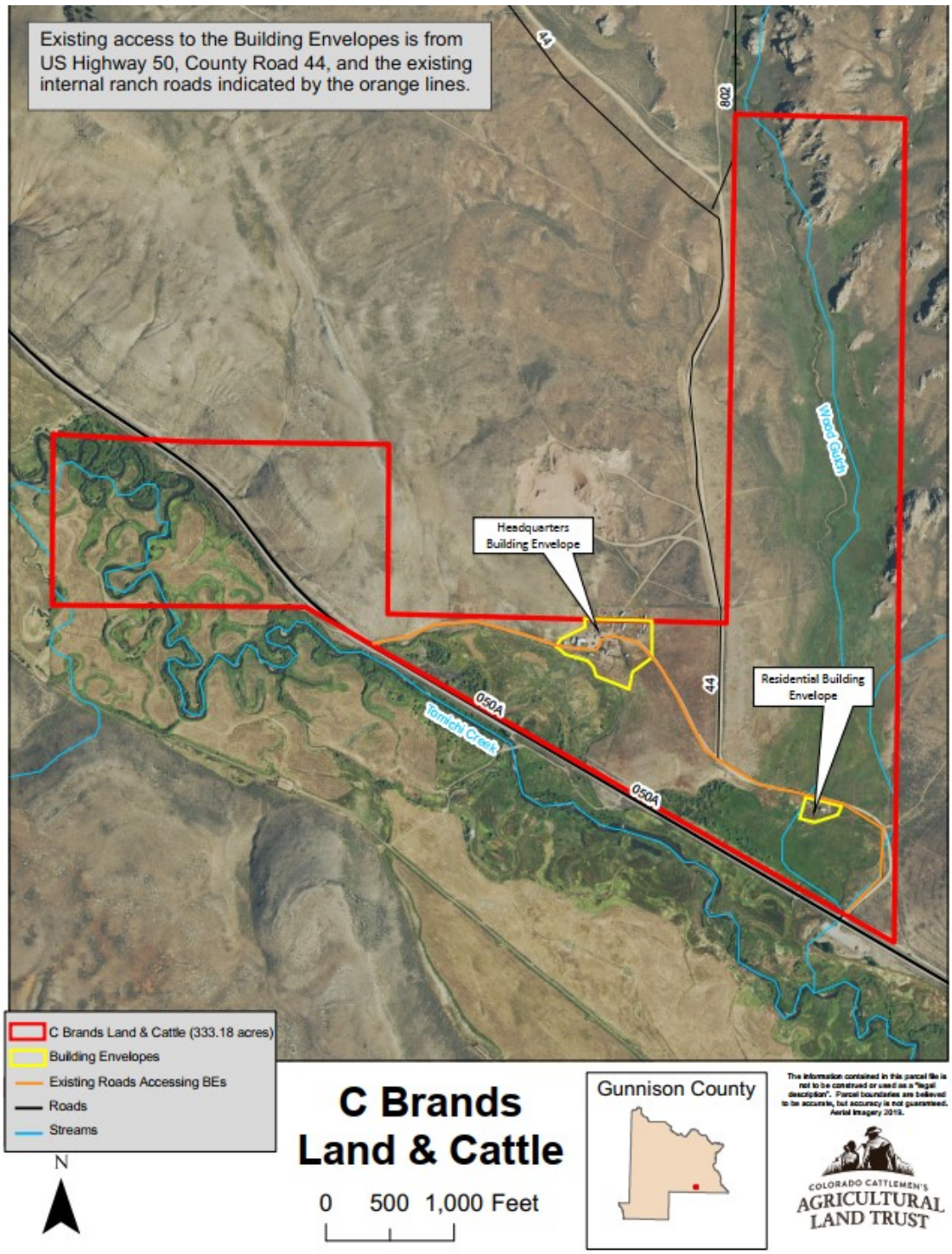
Date: June 7, 2022

RE: Gunnison Ranchland Conservation Legacy grant agreement

The Gunnison Valley Land Preservation Board approved funding to the Gunnison Ranchland Conservation Legacy to cover transaction costs associated with the C Brands Land & Cattle Ranch project at their June 28, 2021 meeting. The grant is for $105,400 and the project has not changed from what was presented to the Land Preservation Board.

The C Brands Land & Cattle Ranch Conservation Easement preserves wildlife habitat, wetland areas, open space and agricultural production on 333 acres in the Tomichi Creek area of Gunnison County. This conservation easement is adjacent to two previously conserved properties and part of more than 18,000 acres of agricultural lands protected by conservation easements in a 10-mile radius of C Brands Land & Cattle. The property is visible to the general public from adjacent public lands, US Highway 50 and from seasonal county and Bureau of Land Management roads. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The C Brands Land & Cattle Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 12% of the project value. The remaining project value is a donation by the landowner.


Existing access to the Building Envelopes is from US Highway 50, County Road 44, and the existing internal ranch roads indicated by the orange lines.
44
802
Wood Gulch
Headquarters Building Envelope
Residential Building Envelope
44
050A
Tomichi Creek
050A
C Brands Land & Cattle (333.18 acres)
Building Envelopes
Existing Roads Accessing BEs
Roads
Streams
N
C Brands Land & Cattle
0 500 1,000 Feet
Gunnison County
The information contained in this parcel file is not to be construed or used as a "legal description". Parcel boundaries are believed to be accurate, but accuracy is not guaranteed. Aerial Imagery 2019.
COLORADO CATTLEMEN'S AGRICULTURAL LAND TRUST

Gunnison Valley Land Preservation Fund

GRANT AGREEMENT

Project Name: C Brands Land & Cattle Ranch Conservation Easement

PARTIES TO AGREEMENT

Gunnison County

221 N. Wisconsin St, Gunnison, CO 81230

Contact name: Mike Pelletier

Telephone: 970 641-7645

_____

Grantee: Gunnison Ranchland Conservation Legacy

Address: 307 North Main Street, Suite 2H

Contact name: Stacy McPhail

Date: 05/12/2022

Exhibits:

Exhibit A - Required Language for the Deed of Conservation Easement

Exhibit B - Project Summary

Exhibit C – Budget

THIS GRANT AGREEMENT ("Grant Agreement") is entered into this _____, 2022, by and between the Board of County Commissioners of Gunnison County, Colorado ("Board"), 200 E Virginia, Gunnison, Colorado 81230, and ___Gunnison Ranchland Conservation Legacy_____, ("GRCL"), (jointly the "Parties"), and witnesses:

RECITALS

A. A portion of the revenue from the current County-wide sales tax in Gunnison County is deposited in the Gunnison Valley Land Preservation Fund ("Fund") of the Board which is an account of the Capital Improvement Fund of the Board. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the County, including matching public and private grants or to acquire interests or easements in land and water rights. The Fund was originally established, by public vote, in 1997 and was reauthorized by public vote in 2012. The amount of monies for the Fund varies annually.

B. Gunnison County has created a process for review of requests for funding of projects from the Fund. The process begins with submission of a written proposal by a proponent to the Gunnison Valley Land Preservation Board ("GVLPB"), which consists of two members appointed by each Gunnison County, City of Gunnison, Town of Crested Butte, and Town of Mount Crested Butte for a total of eight voting members. The GVLPB approves, disapproves or approves with conditions, the proposal. Provision of monies from the Fund requires a formal grant Grant Agreement to be executed by the Board and the project proponent.

C. The _____GRCL_____ ("Grantee") has applied to the GVLPB for funding of a project known as C Brands Land & Cattle Ranch Conservation Easement ("Project") more particularly described in the Project Application as submitted to and on file with GVLPB, Exhibit B ("Project Summary") and Exhibit C ("Budget") and Exhibit D ("Property") all attached hereto and incorporated herein. The GVLPB has reviewed and approved the Project.

D. This Grant Agreement is intended to identify and memorialize the relationship between the Parties, the various obligations of the Parties regarding the Project, and required components of any relevant deed or conservation easement.

SECTION 1-PROJECT SCOPE

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

I. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Grant Agreement.

2. Grant and Project. The Board hereby awards to Grantee a grant in the amount not to exceed

$_____105,400_____ (the "Grant"), subject to the terms and conditions set forth in this Grant Agreement and subject to the following specific condition(s) for this Project:

The final amount of funding for this Project that will be available to Grantee at closing or reimbursement will be dependent upon the overall Project being completed with no material changes. The Grant will not be increased, but the Board may reduce the Grant if the Project changes in any way that the Board deems material. For example, a reduction in acreage, purchase price, or fair market value may cause a reduction in the Grant, unless the Board approves adding or substituting elements to the overall Project. Similarly, the Board will release grant funds in portions if the Project is completed in phases (i.e., more than one transaction), according to the Board's determination of how the proportionate acreage, cost and value relates to the overall Project and Grant. The Grantee must meet the Board's reporting requirements before any funds are released. The Project must also comply with all of the Board's policies and practices and must meet any special conditions as listed in the attached Project Summary – Exhibit C.

3. Exclusive Use of Grant. The Grant shall be used by Grantee solely to complete the Project only as approved by the GVLPB and this Grant Agreement.

4. Project Scope. The Project will not be materially modified by Grantee without the prior written approval of the GVLPB and the Board. Any material change to the Project, whether or not such change is approved in writing by GVLPB and the Board, may result in a reduction of the Board's funding award or requirement of a refund to the Board from Grantee, pursuant to Paragraph 10 of this Grant Agreement. In addition, any material change to the Project that is not approved in advance and in writing by the Board and GVLPB may result in termination of the Grant.

5. 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 direct costs associated with the Project, a copy of which is attached hereto as Exhibit C and incorporated herein by reference ("Budget"). Eligible costs are described in Paragraph 8 of this Grant Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by the Board, GVLPB or the Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as the Board approves the final version.

6. Waiver. Prior to the disbursement of funds, the Board may waive certain conditions set forth in this Grant Agreement. Anything else to the contrary notwithstanding, no exercise by the Board or GVLPB of any right or discretion reserved by the Board hereunder shall be deemed an election, and no waiver by the Board of any action or requirement of Grantee, including any waiver of the foregoing conditions, 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 Board shall be effective unless in advance and in writing executed by the Board. Additionally, any failure by the Board to take any actions as set forth above shall have no legal effect on the contractual duties of the Grantee under this Grant Agreement. Further, no waiver with respect to this Project, Grant, or Grant Agreement shall constitute a waiver in any other Board-funded project.

7. Future Funding. This Grant Agreement and the provision of funds contemplated hereunder only apply to the Project as approved herein. The Board makes no representations regarding future funding for future phases of the Project or any other properties.

SECTION 2- GRANT PAYMENT

8. Eligible Costs. The following costs are eligible for reimbursement under the terms and conditions of this Grant Agreement:

A. *Interest in Land.* For any interest in real property described in the Project Application and Project Summary (“Property”), the purchase price may not exceed the fair market value as established by appraisal.

B. *Direct Costs*. Costs directly associated with producing due diligence documents needed for closing the transaction on the Project, including but not limited to expenses for a title policy (including endorsements and other title company charges); an appraisal; Grantee's contract or "outside" attorneys' fees; an environmental hazards assessment; development of a management plan and baseline documentation; a survey, if needed; a geologist's mineral assessment, if needed; maps.

C. *Stewardship Costs*. Costs directly associated with stewardship of the Project, and only as expressly identified in the Budget.

9. Payment of Grant. Payment of the Grant is subject to the Board's determination in its sole discretion that it has received and has available sufficient Fund proceeds to fund the Grant and that Grantee has complied with the terms and conditions of this Grant Agreement, including Grantee's fulfillment of all conditions precedent to funding as set forth in herein. In determining the sufficiency of Fund proceeds, the Board 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 Board operating expenses and budgetary needs.

10. Withdrawal of Board Funding; Termination of Grant Agreement. Anything in this Grant Agreement to the contrary notwithstanding, with prior notice to Grantee, the Board reserves the right to withhold or withdraw all or a portion of the Grant, to require a refund of the Grant, and/or terminate this Grant Agreement if the Board determines in its sole discretion that any of the following conditions exist, but before making such determination, the Board shall notify the GVLPB:

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

B. *Material Project Changes*. Material changes in the scope or nature of the Project have occurred from how the Project was presented in the Project Application, approved by the GVLPB and reflected in the Project Summary, and all such material changes have not otherwise received prior written approval of the Board;

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

D. *Conditions Precedent Not Fulfilled or Unsatisfactory*. Any of the conditions precedent to funding is not fulfilled by Grantee or is unsatisfactory to the GVLPB or Board, in their respective discretion; or

E. *Termination of Use Restriction, Disposal of Property*. Any use restriction (e.g. conservation easement) is terminated or materially altered or if other interests purchased with the Grant are disposed of; in which event Grantee shall make a full refund to the Board of all funds received to date.

SECTION 3- CONDITIONS PRECEDENT

11. Completion Date. Grantee shall complete acquisition of the Property no later than eighteen months after the date of the Board's approval of the Project (the "Completion Date"). Grantee may request an extension of the Completion Date, which the Board may grant or deny in its sole discretion. In addition to other rights set forth in this Grant Agreement, the Board may elect to terminate this Grant Agreement and deauthorize the Project in the event this Completion Date is not met and/or Grantee fails to comply with any extension.

12. Conditions Precedent to Funding. Grantee acknowledges that any acquisition of the Property prior to fulfillment of the terms and conditions of this Grant Agreement and the disbursement of funds by the Board is undertaken at Grantee's sole risk and may cause a forfeiture of the Grant. Anything else in this Grant Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Grant Agreement to the Board's satisfaction in its sole discretion, including, but not limited to, the following:

A. *Matching Funds*. Matching funds in the minimum amount set forth in the Project Application and Project Summary must have been received by Grantee, or the status of efforts to secure matching funding were disclosed to the Board and have been deemed satisfactory by the Board.

B. *Due Diligence*. The GVLPB shall conduct a due diligence review of the Project, which the Board shall rely upon in its consideration of the Project, and the results of which must be satisfactory to the Board in its sole discretion. Grantee shall assist and cooperate with the Board in conducting such due diligence review, and in connection therewith shall provide the Board with the information or documentation specified in the Project Application, as well as such other documentation and/or information as the Board shall reasonably request. Grantee shall have the duty to update all such documentation and information as necessary to reflect material changes from the date such information is originally provided to the Board. The Board may in its sole discretion terminate this Grant Agreement and deauthorize the Grant if Grantee fails to provide any information or documentation promptly when requested by the Board.

C. *Other Property Interests.* Grantee may not use the Grant or other Project funds to acquire any rights other than the Use Restriction, as defined below, on the Property, including but not limited to, fee title, water rights, or any other partial real estate interest (collectively, "Other Interests").

D. *Gunnison County Use Restriction*. Property acquired with the Board funds, whether through the acquisition of fee title, conservation easement, or any other technique, shall be held and managed in a

manner designed to protect the Property's natural resources, open space and other conservation values, to prevent any development that would adversely affect such resources and values, and where necessary and appropriate, to ensure appropriate public access ("Use Restriction"). Such Use Restriction shall be implemented by inclusion of specific language in a conservation easement or other document approved in writing by the Gunnison County Attorney and recorded in the Office of the Gunnison County Clerk and Recorder ("Conservation Easement"). Each Conservation Easement shall be acceptable to the Board in form and content, and shall identify Grantee or a third party acceptable to the Board as the Holder. In accordance with this requirement, Grantee hereby covenants and agrees as follows:

(1) *Conservation Easement Form*. Grantee shall incorporate the terms and conditions that are contained in the Board's approval, in substantially the same language as in Exhibit A ("Required Language for the Deed of Conservation Easement") attached hereto and incorporated herein and approved by the County Attorney, into Grantee's Conservation Easement. Grantee acknowledges that the Grantee must obtain County Attorney approval of the proposed Conservation Easement well in advance of closing.

(2) *Subordination to Use Restriction*. All liens, encumbrances or other use restrictions and interests of record that, in the Board's opinion, are inconsistent with the Conservation Easement, must be discharged, released or subordinated to the Conservation Easement.

SECTION 4-OTHER PROVISIONS

13. Publicity and Project Information. The Board has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge the Board funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, the Board shall be acknowledged as a contributor in the invitation for the event.

14. Liability.

A. *Indemnity*. To the extent allowed by law, Grantee shall indemnify, defend and hold harmless the Board, 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 Grant Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from Gunnison County, the Board,

its members, officers, agents or employees for any liability resulting from, growing out of; or in any way connected with or incident to this Grant Agreement.

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

C. *Compliance with Regulatory Requirements and Federal and State Mandates*. Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, and 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 hereby agrees to indemnify, defend and hold harmless the Board, Gunnison County staff, and GVLPF members from any cost, expense or liability tor any failure to comply with any such applicable requirements.

D. *Nondiscrimination*. During the performance of this Grant 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.

15. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the acquisition, use, management, operation and maintenance of the Property subject to the Use Restriction. The accounts, documents, and records related to acquisition of the Property shall be retained

by Grantee for five (5) years following the date of disbursement by the Board of the funds under this Grant Agreement, and shall be subject to examination and audit by the Board 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.

16. Post-Completion Requirements.

A. *Stewardship*. Grantee shall comply with the Board's stewardship requirements as identified in Exhibit A and the Board's approval of the Grant.

B. *Change of Use.* If Grantee, in its reasonable discretion, determines a need for a request of a change in use of the Property or Other Interests wholly or partially acquired with the Grant, Grantee shall notify the GVLPB, in writing, of its determination for a request of a change of use review. The GVLPB will review the change of use request. Within sixty (60) days after submitting the change of use request, Grantee shall submit to the GVLPB any additional documentation requested by the GVLPB as a result of its receipt of the change of use request. The GVLPB will review the change of use request to determine whether or not the need for a change in use is compelling and consistent with the conservation purpose of the easement. The GVLPB in its sole discretion will determine whether to grant, deny, or condition the GVLPB's approval. Further, no change of use shall be made without the GVLPB's prior written approval.

C. *No Termination of Conservation Easement Without Prior Board Written Approval*. Notwithstanding any provision of law to the contrary, it is the explicit agreement of the Parties that there shall be no termination of the Conservation Easement funded partially or wholly by this Grant Agreement without the prior written approval of the Board which the Board may grant only if the Board finds in its reasonable discretion that conditions on or surrounding the subject property have changed so much that it has become impossible to fulfill the easement's conservation purpose.

D. *Standing To Enforce*. Notwithstanding any provision in C.R.S. 38-30.5-101. et. seq., as it may be amended, to the contrary, the Board shall have standing to initiate and participate in court proceedings to enforce the Grant Agreement and any Use Restriction, enacted via a conservation easement or other Board approved method, funded wholly or in part by funds granted by the Grant Agreement.

E. *Conservation Easement Document Shall Incorporate Post-Completion Requirements*. Each Conservation Easement and document of title funded wholly or partially by the Grant Agreement shall incorporate in writing the requirements of this Section 16.

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

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

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

C. In addition to the remedies set forth above, the Board shall be entitled to pursue any other remedy available at law or in equity.

18. 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 Grant Agreement without the express written consent of the Board. Consent to assign this Grant Agreement may be withheld in the sole discretion of the Board.

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

D. *Status of Grantee*. The parties acknowledge that the Board 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 the Board. The parties to this Grant Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

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

F. *Survival*. The terms and provisions of this Grant Agreement and Grantee's obligations hereunder shall survive the funding of the Grant and the acquisition of, and any future conveyance of, the real property interest by Grantee.

G. *Fax and Counterparts*. This Grant 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 Grant Agreement transmitted by facsimile as if they were original signatures.

H. *Third Party Beneficiary*. The Board and Grantee hereby acknowledge and agree that this Grant Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended. Notwithstanding the preceding statement, the Board and Grantee hereby acknowledge that the Board is intended to be and is a third party beneficiary of the Conservation Easement and Grantee's real property interest therein.

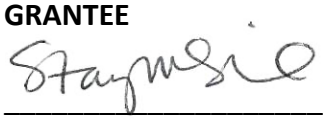
I. *Notice*. Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses shown on Page 1 of this Grant Agreement.

J. *Construction; Severability*. Each party hereto has reviewed and revised (or requested revisions of) this Grant Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Grant Agreement. If any provision in this Grant Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Grant Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Grant Agreement is declared void or unenforceable, such provision shall be deemed severed from this Grant Agreement, and the balance of this Grant Agreement shall otherwise remain in full force and effect. At any time when this Grant Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Grant Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

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

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

GRANTEE



_____

Gunnison Ranchland Conservation Legacy
Stacy McPhail, Executive Director

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____

Jonathan Houck, Chairperson

_____

Roland Mason, Commissioner

_____

Elizabeth Smith, Commissioner

_____

Deputy County Clerk

Exhibit A - Required Language for the Deed of Conservation Easement

The following language is required for a conservation easement deed resulting from a GVLPB grant, even if the grant only provides transaction expenses and no direct funding for the easement. This language must appear in the deed verbatim, or be substantially identical. In order to meet the standard format of different Grantees or Holders of the conservation easement deed, some language may be expressed with slightly different terms. However, any substantive changes in the required language that may alter its meaning must be approved in advance by the Gunnison County Attorney.

1. The following will be included in the deed's introductory section:

> "NOTICE: THIS CONSERVATION EASEMENT HAS BEEN ACQUIRED WITH SUPPORT FROM THE GUNNISON VALLEY LAND PRESERVATION FUND OF THE BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY ("GUNNISON COUNTY") IN RECOGNITION OF CONSERVATION VALUES SPECIFIC TO OPEN SPACE, AGRICULTURE AND WILDLIFE HABITAT."

2. The following language will be included in a section describing "Responsibilities of the Parties Not Affected" or similarly titled section:

> "Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee or Gunnison County."

And further:

> "Grantor shall continue to be solely responsible for and Grantee or Gunnison County shall have no obligation for the upkeep and maintenance of the Property."

3. The following language will be included in a section describing "Environmental Liability" or similarly titled section:

> "Grantor shall indemnify, defend, and hold Grantee and Gunnison County and their members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to

comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property."

And further:

"Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee or Gunnison County for Hazardous Materials, nor does it make Grantee or Gunnison County an owner of the Property, nor does it require Grantee or Gunnison County to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation."

And further:

"Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property."

And further:

"Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property."

4. The following language will be included in a section describing "Enforcement" or similarly titled section:

"If Grantee determines that a violation has occurred, Grantee shall notify Grantor and Gunnison County of the nature of the alleged violation. Said notice need not be in writing."

And further:

"Gunnison County shall in no event be required to participate in any arbitration, mediation, or other dispute resolution process."

5. The following language will be included in a section describing "Deed Correction" or similarly titled section:

"The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, which Gunnison County must first approve in writing, with all associated costs being apportioned as the Parties may mutually agree."

6. The following language will be included in a section describing "Amendment" or similarly titled section:

"If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) complies with Grantee's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (c) receives Gunnison County's prior written approval."

And further:

" Any amendment must be in writing, signed by the Parties, and recorded in the official records of Gunnison County, Colorado."

And further:

"A copy of the recorded amendment shall be provided by Grantee to Gunnison County and any other funder who requests such notice in writing. In order to preserve the Easement's priority, Gunnison County may require that Grantor obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of Gunnison County's approval under item (c) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement, which includes Deed Correction. Nothing in this paragraph shall be construed as requiring Grantee or Gunnison County to agree to any particular proposed amendment."

7. The following language will be included in a section describing "Transfer of Easement" or similarly titled section:

"This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted

to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §38-30.5-101, *et seq*. and C.R.S. §12-61-724; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed; and (iv) the transferee is approved in writing by Gunnison County in its sole discretion. Grantee shall provide Gunnison County with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, or Gunnison County fails to approve a transferee as described below, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), (iii) and (iv) above."

And further:

"Gunnison County shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unable or unqualified to enforce the terms and provisions of this Easement; or is unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section, Gunnison County shall consult with Grantee and provide Grantee an opportunity to address Gunnison County's concerns. If Gunnison County's concerns are not addressed to its satisfaction, Gunnison County may require that Grantee assign this Easement to an organization designated by Gunnison County that complies with (i), (ii), and (iii) above. In the case that Grantee ceases to exist, Gunnison County shall transfer the Easement itself. "

And further:

"If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Gunnison County has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and Gunnison County shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter. "

And further:

"Grantee and Gunnison County shall provide notice to and consult with Grantor prior to any assignment or transfer of this Easement. Upon compliance with the applicable portions of this Section, the Parties shall record an instrument completing the assignment in the records of the county or counties in which

the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances."

8. The following language will be included in a section describing "Condemnation" or similarly titled section:

"Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall notify Gunnison County."

And further:

"If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, all expenses reasonably incurred by Grantor, Grantee, and Gunnison County in connection with the taking or in lieu purchase shall be paid out first out of the amount recovered, and Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

9. The following language will be included in a section describing "Termination or Extinguishment of Easement" or similarly titled section:

"Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall notify Gunnison County. Grantee and Gunnison County shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed."

10. The following language will be included in a section describing "Compensation upon Condemnation, Termination, or Extinguishment" or similarly titled section:

[Insert only if the GVLPB contributed to the conservation easement purchase]:

"If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee and Gunnison County shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Share of the full fair market value of the Property unrestricted by this

Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee's approval."

"The allocation of the Proportionate Share between Grantee and Gunnison County will be as follows: (a) to Grantee or its designee, N/A percent of the Proportionate Share and (b) to Gunnison County N/A percent of the Proportionate Share. Until such time as Grantee and Gunnison County receive the Proportionate Share from Grantor or Grantor's successor or assign, Grantee and Gunnison County each have a lien against the Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, Grantee must reimburse Gunnison County for the amount of the Proportionate Share due to Gunnison County."

[Insert only if the GVLPB contributed to transaction costs]:

"Gunnison County shall be entitled to reimbursement of all transaction costs paid by a GVLPF grant if the Easement is terminated or extinguished in whole. If the Easement is terminated or extinguished in part, Gunnison County shall be entitled to reimbursement of a proportion of the transaction costs it contributed; such proportion calculated as a fraction, the numerator of which is the number of acres terminated or extinguished and the denominator of which is the total number of acres of the Easement. Reimbursement is provided by Grantor."

11. The following language will be included in a section describing "No Merger, Abandonment, Release, or Adverse Possession" or similarly titled section:

"Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor and Gunnison County. As a condition of such approval, Gunnison County may require that Grantee first transfer either the Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. In the event Grantee acquires fee title to the Property without Grantee's prior knowledge (e.g. a bequest of fee title by will), upon its learning of such conveyance, Grantee shall promptly provide notice of the same to Gunnison County, and Gunnison County may require that Grantee transfer this Deed or the fee title to another qualified organization consistent with Section 12 (Transfer of Easement) above. The Easement

shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession."

12. The following language will be included in a section describing "Perpetual Duration" or similarly titled section:

"This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property (provided that Gunnison County has consented to a transfer of this Easement by Grantee pursuant to Section 12 (Transfer of Easement) herein), except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer."

13. The following language will be included in a section describing "Written Notices" or similarly titled section:

To Gunnison County: Board of County Commissioners
200 E. Virginia Ave.
Gunnison, CO 81230

14. The following language will be included in a section describing "No Third Party Enforcement" or similarly titled section:

"This Deed is entered into by and between Grantor and Grantee, and does not create rights or responsibilities for the enforcement of its terms in any third parties beyond Grantor, Grantee, and Gunnison County."

Exhibit B- "C Brands Land & Cattle Ranch Conservation Easement" Project Summary

The C Brands Land & Cattle Ranch Conservation Easement preserves wildlife habitat, wetland areas, open space and agricultural production on 333 acres in the Tomichi Creek area of Gunnison County. This conservation easement is adjacent to two previously conserved properties and part of more than 18,000 acres of agricultural lands protected by conservation easements in a 10-mile radius of C Brands Land & Cattle. The property is visible to the general public from adjacent public lands, US Highway 50 and from seasonal county and Bureau of Land Management roads. In addition to protecting scenic open space for the general public, preservation of the property will continue to provide range resources for livestock and wildlife, including Gunnison Sage-grouse.

The C Brands Land & Cattle Ranch Conservation Easement protects the entirety of the property and prohibits future subdivision. Water rights are tied to the land through the terms of the conservation easement and mineral rights are retired into the easement. Primary funding for the conservation easement is provided by a grant from the NRCS for protection of Gunnison Sage-grouse habitat through a program that protects grasslands of special environmental significance. The Land Preservation Funds constitute 12% of the project value. The remaining project value is a donation by the landowner.

No material changes have been made to the project since the grant was awarded by the Gunnison Valley Land Preservation Board.

Exhibit C- "C Brands Land & Cattle Ranch Conservation Easement" Budget

Project Activities:	*Land Pres Funding*
Land Trust Admin Fee	15,000
Land Trust Stewardship Fee	26,500
GRCL Project Fee	18,000
Appraisal	25,000
Baseline Report	4,500
Water Report, Mgmt Plan	2,000
Minerals Report	2,400
Title Insurance, Closing	4,000
Legal Fees	5,000
State Fee	3,000
Total	105,400

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison Country Food Pantry; Food for Life Expans

Action Requested: Discussion

Parties to the Agreement:

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

Summary:

Please see the attached documents outlining the request for support of the Food for Life Expansion Project, from Katie Dix with the Gunnison Country Food Pantry.

Fiscal Impact:

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 15

Agenda Date: 6/7/2022

Revised April 2015

NO ONE SHOULD GO HUNGRY IN GUNNISON COUNTY

Putting Food Within Reach of All

GUNNISON COUNTRY FOOD PANTRY is a Colorado nonprofit corporation established 15 years ago. We are the people of Gunnison County who believe that hunger and waste have the same solution. Volunteers operate the Pantry under the guidance of a Board of Directors and a management team and with the generous support of hundreds of local and regional donors.



WHAT MATTERS TO YOU?

- I want to live in a community where no one goes hungry or is frightened of being hungry ☑
- I want to play in a community where good food is not wasted and left to rot in landfills fouling the environment ☑
- I want to engage in a community where the workers I depend on have enough food so they can live in the Valley ☑

WHO IS HUNGRY?

"Dear God, how will I feed my children? It's 48 hours until payday and there's half a bottle of ketchup and a shriveled onion in the refrigerator. There is no food and I have no money. How can this happen when I work every hour I'm given? I am trying so hard."



JARRETT *loves his outdoor jobs but could barely live off his wages. He began dropping by the Pantry when money got tight before paydays. "The Food Pantry is one of the best things going in Gunnison County."*

Read more about the people featured in this brochure and more amazing stories at:
GunnisonCountryFoodPantry.org



ANNA *does housekeeping to support herself and her young daughter. "The food I shop for at the Pantry is better quality than I can afford at the grocery store with a wide selection of fruits and vegetables and ingredients for our family favorites."*

BOARD OF DIRECTORS

Tracy Leonard *President*
Katie Dix *Vice President*
Benita Bellamy *Secretary*
Ken Henry *Treasurer*
Linda Shipp
Steve Secofsky
Jodi Payne *Executive Director*
Angie Krueger *Pantry Manager*

TO DONATE OR FOR INFORMATION

Katie Dix *Vice President*
(970) 975-3516
KatieDix466@gmail.com



GUNNISON COUNTRY
Food Pantry
La Despensa de Alimentos

P.O. Box 7077
Gunnison, Colorado 81230
(970) 641-4156
GunnisonCountryFoodPantry.org

GUNNISON COUNTRY
Food Pantry
La Despensa de Alimentos

THOSE STRUGGLING WITH HUNGER Need Your Help



EXPANDING THE FOOD PANTRY will provide space and opportunity to share food with all who ask. Expanding will meet the challenges of COVID variants, soaring inflation, and disasters such as wildland and urban fires. People must eat to survive and thrive.

There is clear evidence that food insecurity takes a toll on mental health—especially the mental health of young people.

DONATE TO IMPACT THE FUTURE



JOHN *was born in the Gunnison Valley. He found it hard to live on a Social Security check. "Better food from the Pantry has made all the difference in my health and energy."*

THE WAY TO COPE WITH THE FUTURE IS TO CREATE IT— DONATE TODAY

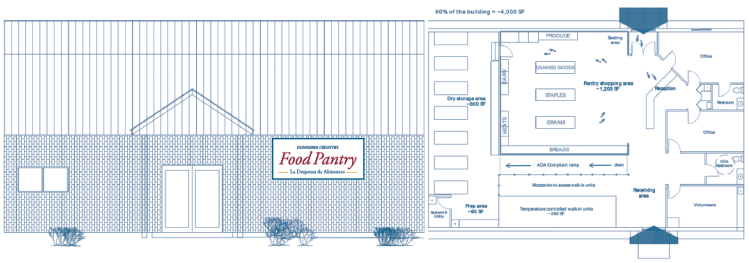
GUNNISON COUNTRY FOOD PANTRY

FOOD *for* LIFE

Expansion Project

GUNNISON COUNTRY FOOD PANTRY has recently leapt at an incredible opportunity to purchase 405 W Tomichi Avenue, Unit 2 in Gunnison for $587,500.

The Food Pantry's shopping area, food storage area, and business office will use 4,000 sq.ft. The remaining 3,000 sq. ft. will be leased to develop a Nonprofit Services Hub and rental income for financial stability.



EXPANSION PROJECT COST

- **$500,000** to convert the building to a safe, environmentally friendly, ADA compliant facility
- **$35,000** to replace old appliances with Energy Star walk-in units
- **$65,000** to raise funding
- **$200,000** to replenish operating reserves and establish a Capital Building Maintenance Fund
- **$400,000** to retire the mortgage in three years

EXPANSION PROJECT TIMELINE

2021	2022	2022	2023–2025
• Site Search	• Purchasing • Designing • Renovating	• Labor Day Opening	• Replenish Reserves • Secure Capital Building Maintenance Fund • Retire Mortgage

"It is an eternal obligation toward the human being not to let him suffer from hunger when one has a chance of coming to his assistance." **SIMONE WEIL**

Expanding will increase services for
THOSE-IN-NEED

1. By enhancing use of the "Choice" Model allowing recipients to select food that suits their needs and reduces waste
2. By treating our neighbors with more dignity during their shopping experience
3. By increasing space to display ample selections of nutritious food

Expanding will improve conditions for
VOLUNTEERS

1. By providing room to greet and interact with recipients
2. By offering equipment to ease the physical strain and risk involved with moving large quantities of food
3. By affording space for more effective trainings and meetings

Expanding will be more respectful to the
ENVIRONMENT

1. By distributing rescued food to more hungry people, then more animals and birds, then through more composting
2. By reducing food waste as more than 100 tons of food are kept annually from reaching landfills
3. By providing opportunity to minimize our environmental impact

Expanding will
CONSERVE ENERGY

1. By upgrading old appliances to Energy Star walk-in units
2. By installing solar panels to incorporate a renewable energy source
3. By capturing and redirecting reusable energy from heat-generating appliances

THE WORKING GOAL FOR THIS THREE-YEAR FUNDRAISING EFFORT IS $1,200,000

GUNNISON COUNTRY FOOD PANTRY

FOOD *for* LIFE

Expansion Project

Three-Year Working Goal

$1,200,000

# of Gifts	Value of Gift	*Subtotal*	*Cumulative*	% Cumulative	% of Goal
1	$120,000	*$120,000*	*$120,000*	$120,000	10%
1	$60,000	*$60,000*	*$180,000*	$60,000	5%
4	$30,000	*$120,000*	*$300,000*	$120,000	25%
10	$12,000	*$120,000*	*$420,000*	$120,000	35%
24	$6,000	*$144,000*	*$564,000*	$144,000	47%
60	$3,000	*$180,000*	*$744,000*	$180,000	62%
150	$1,200	*$180,000*	*$924,000*	$180,000	77%
300	$600	*$180,000*	*$1,104,000*	$180,000	92%
450	up to $500	*$96,000*	*$1,200,000*	$96,000	100%
1,000				***$1,200,000***	

GUNNISON COUNTRY FOOD PANTRY

FOOD *for* LIFE

Expansion Project

HERO	$30,000 and Beyond
CHAMPION	$12,000 – $29,999
VISIONARY	$5,000 – $11,999
BENEFACTOR	$1,000 – $4,999
SPONSOR	$500 – $999
FRIEND	$1 – $499

Gunnison Country Food Pantry
PROJECT HUNGER

THE NEED

Approximately 2,300 households (35%) fall below the self-sufficiency standard and struggle with **FOOD INSECURITY** in Gunnison County

430 Children are in need in Gunnison Watershed School District

Food Assistance Network

- Gunnison County Dept Health & Human Services
- Gunnison Watershed School District
- City of Gunnison Senior Meals
- Mountain Roots Food Project

GUNNISON COUNTRY Food Pantry
La Despensa de Alimentos

About 633 households live with **VERY LOW FOOD SECURITY**

- Children at risk
- Homebound Adults 60+
- Hispanic and Cora Communities
- Chronic Poverty

BARRIERS

- PRIDE
- PRIVACY
- MOBILITY
- ACCESSIBILITY
- LANGUAGE/EDUCATION
- HEALTH
- MENTAL HEALTH
- COGNITIVE IMPAIRMENTS
- DOMESTIC VIOLENCE

Find a way around the barriers

- Share a Sample Bag of Food
- Find a Proxy
- Provide Gunni-Packs
- Address the Barrier
- Seek Professional Help
- Offer a Home Delivery

3/12/22

GUNNISON COUNTRY
Food Pantry
La Despensa de Alimentos

GUNNISON COUNTRY FOOD PANTRY ANNUAL REPORT 2021



INSIDE THIS REPORT

Letter from Executive Director
2021 At a Glance
Board of Directors & Staff
Financials
Strategic Plan
Participant Perspectives
How to Help

2021 AT A GLANCE

2,277 People received food assistance from the Pantry

64% were Adults 18-59
27% were Children 0-17
9% were Adults 60+

1,045 Households asked for food assistance 6,672 times

A Message from Jodi Payne,Executive Director

2021 was a unique year. Communities all over America witnessed political turmoil, COVID-19 vaccines, the nation's first female, Black, and South Asian Vice President, unusual Olympic Games, and much more. As I reflect on the unrest that highlighted 2021, I am grateful for the sense of community here in the Gunnison Valley and how we choose to take care of one another.

In my first few weeks as Executive Director, I volunteered at the Pantry during distribution hours and had an experience that is now engraved into my memory. As volunteers assisted neighbors with shopping, I jumped in to help the next guest, who was a woman coming to get food for her son and grandson. As we went through the Proxy process, an additional form that one fills out so they may bring food to another person, I learned more about her story. 2021 was a challenging year for her and her family. The son she was shopping for that day had suffered a stroke and was not fully capable of caring for himself or his young son. This neighbor was inspirational; a mother who stepped up and did what she had to do to take care of her family. She exhibited the strength and can-do attitude that only a mother possesses, and as we shopped the Pantry, we picked kid-friendly and nutritious meals for the family to cook together. As she left, she expressed how grateful she was that the Pantry was there for her family. A volunteer kindly reminded the woman as they walked to her car, "The Pantry is everyone's safety net, and we will be here if you ever need us again."

Thank you to all our volunteers, donors, and friends who have ensured quality service to our neighbors. In 2021, the Pantry met the rising need for food assistance in the Gunnison Valley, and in 2022 we plan to do the same.

We are in this together,

Jodi Payne

Jodi Payne- GCFP Executive Director



Gunnison Country Food Pantry Leadership

Board of Directors

Tracy Leonard
Linda Shipp
Ken Henry
Mark Reaman
Benita Bellamy
Steve Secofsky
Katie Dix
Jodi Payne
Angie Krueger

The Pantry is a registered 501(c)(3) nonprofit administered by a Board of Directors. Board members contribute financially to the Pantry as well help with operational tasks such as pick-ups, record-keeping, fundraising, and community awareness.



"Why I Give to the Pantry" by Steve Secofsky



I believe the main thing that the Food Pantry gives to Gunnison, specifically those that endure food insecurity, is HOPE. They can see that there are people and organizations that care about them and their situation, and are committed to helping them. I also believe that the Food Pantry makes many people in Gunnison aware that there is food insecurity within their small town, even if it's not right in front of them and that they can make a big difference in people's lives by giving any amount of food, time or money.

Management Team



Jodi Payne
Executive Director



Angie Krueger
Pantry Manager



Amy Weaver
Office Manager



Samantha Hunter
Development Manager





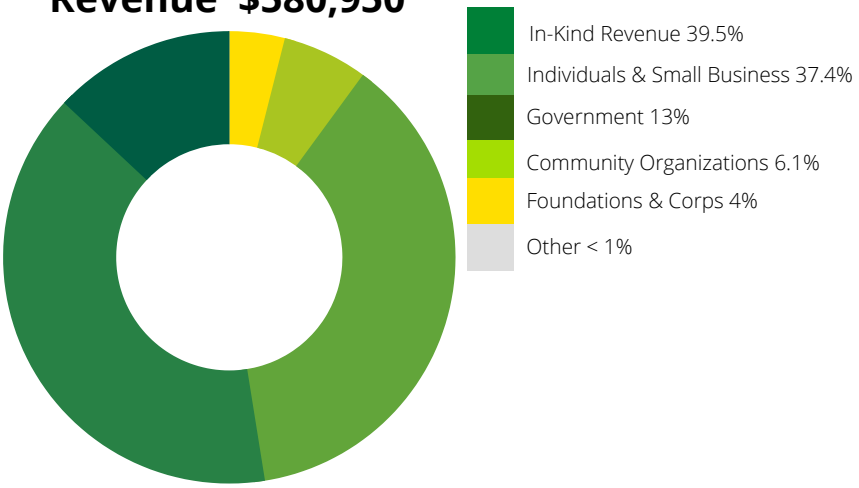


"Before I contribute to an organization, I look to see if 100% of its Board of Directors have given. I enthusiastically support Gunnison Country Food Pantry."
-Maryo Ewell, Donor & Peace Advocate

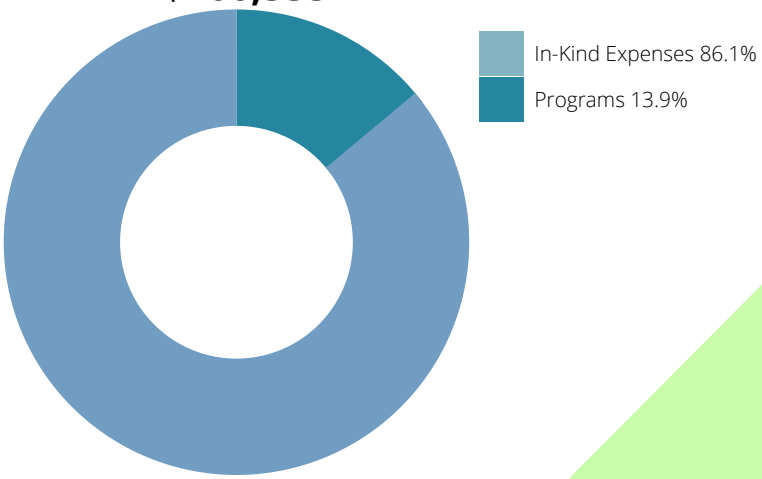
Financials

Gunnison Country Food Pantry follows best practices in financial accountability to avoid waste and maximize efficiency. Numbers are crunched weekly by the management team and the budget is thoughtfully examined monthly by the Board of Directors and accounting professionals.

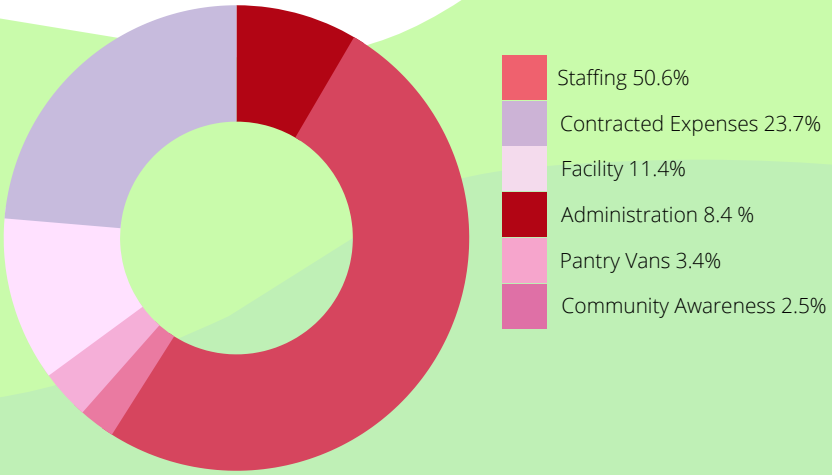
Revenue $580,950



Cost of Food & Distributions $266,555



Cost of Operations $166,289



Programs

Shop the Pantry

This program includes in-person shopping and home deliveries. Shopping hours are on Mondays 1p-4p and Wednesdays 1p-7pm.Translators of Spanish and Cora are available on Wednesdays between 4-7p.

Food for Older Adults

Adults 60+ have special in-person shopping hours on Thursday 10a-2p.

Food for Children

The Pantry collaborates with Gunnison Watershed School District, Gunnison Public Library and other organizations, to provide children with healthy snacks, Gunni-Packs which provide food for the weekend and Mini-Pantries in each of the schools.



Outreach Efforts

- Western Colorado University Pop-Up Pantry
- Mobile Pantry for the summer
- Food for Seasonal Workers
- Emergency Food boxes

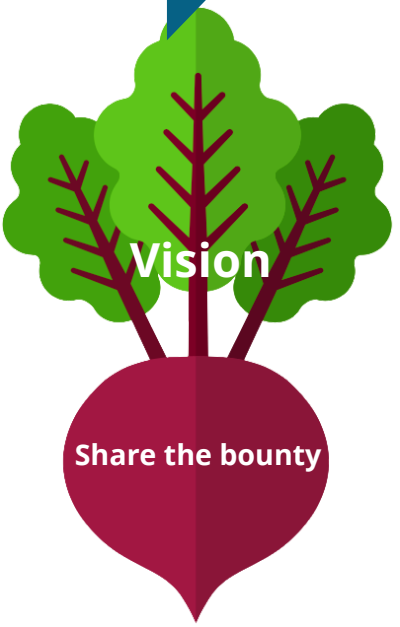


GUNNISON COUNTRY Food Pantry
La Despensa de Alimentos

Mission, Values, Vision & Strategic Plan







2022-2026 Strategic Plan

Goals

I. Manage GCFP so that growth averages 5% annually
II. Increase food and financial support. Attract those-in-need.
III. Distribute food to everyone who requests assistance.
IV. Reach populations which may need food but may not seek food assistance



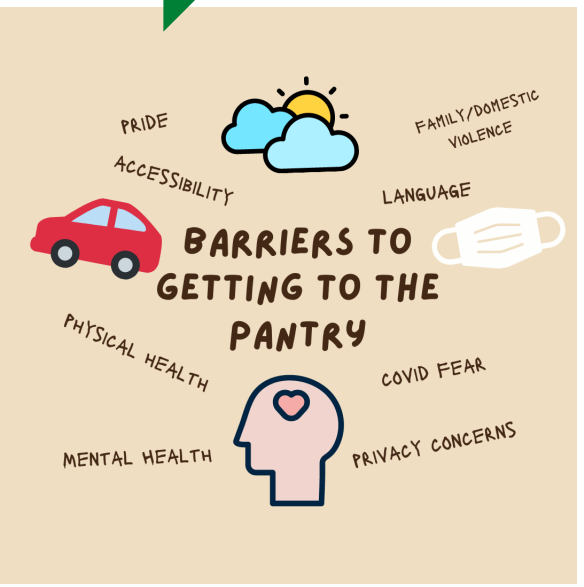
Objectives

1. Operate with a compensated staff of 20 (non-exempt, salaried employee, independent contractors, short-term work study, interns, and stipend volunteers) and a volunteer staff of 100 (entry-level, intermittent, steadfast, and key).
2. Maintain facilities, equipment, materials and implementation systems which provide the infrastructure needed for money and food to be acquired and food to be distributed.
3. Expand the physical capacity of the facility to receive and store dry foods, refrigerated foods and frozen foods; to pack and stage food for distribution; and to contain the administrative office of the organization.
4. Develop a communications strategy whereby all media are utilized to promote GCFP and achieve our four goals and eight objectives.
5. Acquire sufficient balanced, nutritional food to feed everyone who asks for help.
6. Raise $330,000 by soliciting financial contributions to meet a balanced budget.
7. Provide food assistance to 950 unique households by distributing food from the Pantry three days a week, the Greater Somerset Food Pantry one day a week, and home deliveries twice a week.
8. Implement three outreach efforts to bridge the gap between bounty and poverty by navigating around barriers, empower neighbors to help neighbors, and testing strategies for distributing nutritious food in a safe, cost effective and equitable way.

It's all about Perspective.



Gunnison Country Food Pantry has identified eight potential barriers (see graphic to the right) that prevent neighbors from asking for help they need. We are constantly on the lookout for additional barriers and how they can be overcome. The Pantry understands that its participants come from different backgrounds and believes that there is strength in diversity. Additionally, the Pantry appreciates what all its constituents have to offer from recipients to volunteers to donors.



Volunteer, Benita



The first time I volunteered at the Pantry, I witnessed like minded folks, giving their time, energy and love by addressing food insecurity at a local level. Volunteering has provided me with an education of the needs within our community and a knowledge of how many resources are required to keep the Pantry operation. Personally, I value the friendships that have formed volunteering with such dedicated folks and it brings me much joy to know I have made a small impact.

You are always welcome

Recipient, Renee



Renee and her husband work in Gunnison, rent a house and each have cars. They do not qualify for governmental food assistance through SNAP (Supplemental Nutrition Assistance Program) or energy assistance through LEAP (Low Income Energy Assistance Program). They, like many, are in the "gap." They make too much to qualify for assistance, but live paycheck to paycheck, often skipping meals in lieu of other financial expenses, such as utilities and vehicle maintenance. They are barely getting by and savings are not possible. The Pantry is the safety net for those who fall in the gap.

Recipient, Richard



I live at home and don't drive anymore due to my eyesight, so getting to the Pantry was not an option. That added to the risk of getting sick from the Coronavirus made things stickier. Thankfully, the Pantry started the home delivery program, which I use every week now. It helps to stretch my budget since I am retired and on a fixed income.

Donors, Meals on Wheels & Young at Heart

Meals on Wheels and Young at Heart Senior Meals provided valuable service to the Valley for decades. However, when the Covid-19 pandemic hit, it was no longer safe for its constituents to operate. When the groups were asked how they would transfer their funds upon disbanding, the Pantry was identified as an organization that could faithfully fulfill their mission: to provide food to older adults while providing valuable community engagement in the process. The Pantry looks forward to furthering Young at Heart's and Meals on Wheel's missions and celebrates the next chapter in their members' lives.



Young at Heart donates to Gunnison Country Food Pantry

How to Help

Donate

Canned meats and tuna, peanut butter and jelly, meaty soups and stews, pasta sauces and pasta canned vegetables and canned or dried fruits
1 lb. bags of dry beans and rice
individually packed healthy snacks for children
fresh produce from your garden

Fill a Red Bucket



Give a Donation

Donations can be sent to PO Box 7077
Gunnison, CO 81230 or online at
gunnisoncountryfoodpantry.org



Come to Tour and Task



Pantry volunteers enjoy showing people how the Pantry helps our neighbors who need food assistance. Schedule a time for your family, a group or business to tour the Pantry, ask questions, and lend a helping hand. Tours and Tasks are age-appropriate.

Volunteer

The Pantry depends on volunteers to provide food assistance to those-in-need in Gunnison County. Ways you could help are:



Unload a Delivery

The first Wednesday of every month at 10:30a, the Pantry receives a delivery of approximately 2,500 lbs. of food from Care and Share Food Bank for Southern Colorado. Help unload the 18-wheeler and move cases of food into the Pantry. The job usually takes just over an hour. Pizza is served when the work is done.



Collect Food

Monday through Friday, a team of 2-3 volunteers meets at the Pantry at 9:00a to collect food donated by grocery stores and distributors in Gunnison. The task requires lifting trays of bread and dairy products. The Pantry owns two vans which are used for pickups.

Prepare the Pantry

Monday and Wednesday from 9:00a until about 11:00a, volunteers work in the Pantry sorting and stocking food.



Distribute Food

Mondays 1:00p-4:00p, Wednesdays 1:00p-7:00p, and Thursdays 10:00a-2:00p, the Pantry is open for distribution of food. Volunteers are needed to help recipients. Smiles and kindness are highly appreciated!

Outreach Efforts

Help inform the public about Pantry programs by giving out information and food.





Assist with Administration and Fundraising

Volunteers needed for record keeping and to serve on event committees.

GUNNISON COUNTRY
Food Pantry
La Despensa de Alimentos

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Early Childhoo

Action Requested: Other Approval to apply

Parties to the Agreement: Colorado Dept of Early Childhood

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

Summary:

HHS would like to apply to be the Local Coordinating Organization for Universal Preschool

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
If application is approved, a budget amendment will be done for the additional funding.

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 6/1/2022

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 6/2/2022 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 6/7/2022

Revised April 2015

COLORADO
Department of Early Childhood

REQUEST FOR APPLICATIONS FOR EARLY CHILDHOOD LOCAL COORDINATING ORGANIZATIONS (LCOs)

Paper applications can be mailed to entities upon request. Please submit requests for a paper application to cdec@state.co.us

Click here to scroll down to a map of catchment areas and a school district guide

Do you need support with this application?

The Early Childhood Transition Team is here to help. We are offering virtual office hours, during which we will be available to answer your questions. Office hours will take place via Google Meet every Monday at 12:30pm and every Wednesday at 5:00pm through June 20.

Click here to join our Monday afternoon office hours

Click here to join our Wednesday evening office hours

For quick questions, please email cdec@state.co.us

For more information, visit this FAQ document and our website at cdec.colorado.gov/local-coordinating-organizations

SECTION I- OVERVIEW

A. The Establishment of Local Coordinating Organizations

With increased funding through the passage of Proposition EE and bold early childhood initiatives led by Governor Jared Polis, Colorado is in a pivotal position to transform its entire early childhood landscape. In July of 2022, the Colorado Department of Early Childhood (CDEC) will officially open and will be charged with overseeing this early childhood system, including the implementation of 10 hours of universal, voluntary preschool by July 2023, for children in the year before kindergarten.

Currently, Colorado is in the process of re-envisioning its infrastructure (e.g., leadership, capacity, workforce, resources, partnerships) to successfully launch a program of this scale. HB 22-1295 lays a foundation for this infrastructure by authorizing the creation of Local Coordinating Organizations (LCO) in all regions of the state. To ensure that community voices are elevated and local partnerships are fostered, LCOs will serve as CDEC's partners in each area of the state and will implement the state's early childhood vision in accordance with their local context.

B. Expectations for LCOs

Through this Request for Applications (RFA), CDEC is seeking to identify and support Local Coordinating Organizations (LCOs) for the three-year period beginning July 1, 2022, continuing through June 30, 2025. The satisfactory execution of responsibilities

during year one (2022-2023) is a requirement to continue agency designation and funding for year two (2023-2024) and year three (2024-2025).

At a high level, in their community, LCOs are charged to:

- Develop a unified plan with community partners for the successful rollout of UPK and longer term birth to five goals for comprehensive early childhood services and supports for the catchment area
- Coordinate, at a minimum, enrollment for universal preschool in year one, adding other early childhood and family support programs as able
- Serve as a local resource for family access to quality early care and education from birth to five and beyond
- Engage with all community partners and stakeholders
- Strengthen the local early childhood system by supporting providers, growing capacity, and increasing access
- Plan for the allocation of equitable funding in the community, with consideration of a parent's choice of provider*
- Administer additional functions related to early childhood as applicable

**Please note that the Department will administer funds directly to providers, unless the LCO explicitly requests and demonstrates the ability to serve this role (see page 7).*

To fulfill this charge, LCOs must complete an annual community plan that describes their strategy to:

- Ensure as many families as possible can access early childhood programs and services for which they are eligible, from birth to age five and beyond
- Ensure mixed delivery through the recruitment of both school- and community-based partners, as well as family child care providers and other participating entities
- Allocate per-child slots equitably across sites and programs
- Address capacity needs and assist in aligning all available resources with community demand
- Allow families as much choice as possible in their selection of child care providers
- Coordinate, at a minimum, enrollment for universal preschool in year one, adding other early childhood programs as able

At a minimum, this community plan includes the following deliverables:

1. Annual unduplicated count of all children served, with waiting list, vacancies, and family demand as available

2. Unified funding request for catchment area
3. Recruitment and enrollment plan
4. Budgets for all applicable funds, including administration
5. Initial, long term plans for coordinating other early childhood and family support services

A more thorough list of responsibilities for LCOs can be found in HB 22-1295 and are outlined in more detail in the draft LCO agreement linked here (for informational purposes only - you do not need to submit this agreement at this stage). CDEC will provide ongoing support to guide and assist LCOs with executing these responsibilities. CDEC will monitor LCOs and review all deliverables to determine if adequate implementation of the outlined responsibilities is occurring and to provide technical assistance, partnerships, and support in accordance with each community's needs. Over time, as the needs of Colorado families change and the state's early childhood infrastructure continues to develop, expectations for LCOs may shift and expand to best align with community needs.

C. Funding

Because the size of the catchment area and complexity of work will vary for LCOs, not every entity will receive the same amount of funding. LCOs may receive various types of funding from CDEC including administrative funds.

- Administrative funding is the funding given to LCOs to perform their roles. This funding will account for the complexity of work for the LCO in their community. The details for this funding are forthcoming, but we expect to be able to accommodate reasonable requests such as funding to hire staff support, to add technological infrastructure, or other administrative purposes.
- Per-child funding will be allocated by CDEC based on the unified funding request submitted as part of the community plan.

SECTION II- APPLICATION AND SELECTION PROCESS

A. Eligible Applicants

Per HB 22-1295, any public agency or Colorado-based nonprofit organization may apply, including newly formed organizations, strategic partnerships between organizations, or other locally determined innovations. To account for the diversity of Colorado's regions and community based leadership, the LCOs will not necessarily be the same type of entity in every corner of the state.

B. How to Apply

The LCO Application has three parts, which can be accessed on the CDEC website. Those

interested in applying must complete the Application and any attachments, and submit as one document by *June 20, 2022,* to *cdec@state.co.us.* Applicants may also mail the complete application, including attachments, to CDEC at 1575 Sherman Street, Denver, CO 80203. The application packet must be received by the deadline.

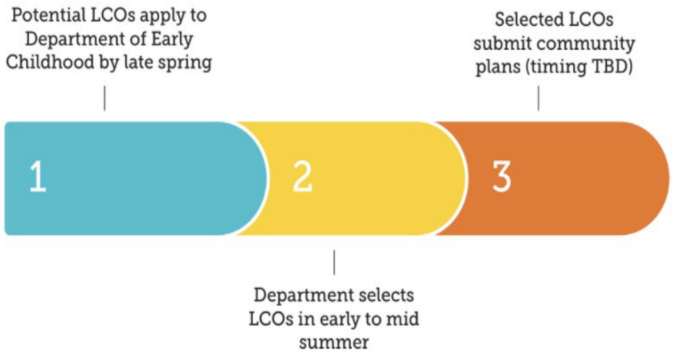
Part 1 – LCO Applicant Profile
Complete the LCO Applicant Profile, which includes requests for adjustments to catchment area of coverage.
Part 2 – Rationale and Evidence for Designation as LCO
Use the questions in this section to describe why your organization is suited to serve as the LCO for your community.
Part 3 – Partner Support
As part of the application, applicants must have the support of local partners in their community. In accordance with HB 22-1295, applicants must have the support of (at a minimum) families, providers, Early Childhood Council, local and tribal agencies, school districts, charter schools, and local government within the community. Applicants may include more organizations, such as Administrative Units, community nonprofits, intermediary organizations, etc.

C. Application Instructions, Deadline and Other Important Dates
Complete the application, which can be done using a PDF reader (e.g., Adobe Acrobat). Individuals without access to a PDF reader can request a Google- or Word-Document version of this application via email to cdec@state.co.us. Please include the application, with letters of support (or signatures on a single letter of support) either included in this file or attached in a separate file. An electronic copy of the application file must be sent via email to *cdec@state.co.us by 4:30 PM on Monday, June 20, 2022. Please indicate that this is an LCO application in the subject line.*

May 11, 2022	Application Template released
Mondays & Wednesdays beginning May 9	Informational Q & A sessions for interested applicants
June 20, 2022	Applications must be submitted by 4:30pm to *cdec@state.co.us*
July 15, 2022	Applicants notified of selection

D. Selection Process

All applications will be reviewed for completeness and the review will determine whether the applicant has the capacity to fulfill LCO responsibilities. Interviews or additional application rounds may be conducted as part of the selection process. Successful applicants will be notified via email by July 15.



Selection Criteria:

- Quality and efficiency of the applicant's proposed operating model and the likelihood the applicant will have the capacity, experience, and support to successfully fulfill the responsibilities and duties of an LCO. Specifically, the capacity to:
  - Support families in applying for early childhood and family support programs and services birth to five and beyond, where appropriate
  - Understand local family demand for universal preschool programming
  - Equitably match parents to preschool providers for the universal preschool program through a mixed delivery system that, to the fullest extent practicable, accommodates family choice
- Demonstrated community partnerships and support, and the feasibility and quality of the applicant's plan to coordinate with other entities within the proposed community

APPLICATION

Definitions

- *Community: Catchment area for which the LCO is designated*
- *Community Partner: All early childhood partners within the catchment area for which the LCO is designated, including but not limited to ECCs, counties, school districts, child care providers, Head Start, CCR&R, FRCs, BOCES, AUs, advisory councils. Community partners will not be the same for every LCO but should be inclusive and representative of the local landscape.*

PART 1: LCO APPLICANT PROFILE

Complete the following questions:

LCO Entity or Partnership Entities Gunnison County DBA Gunnison Hinsdale Early Childhc
Mailing Address 220 N. Pine Street
Physical Address 220 N. Pine Street
Primary Contact Name Lana Athey
Primary Contact Title GHECC Co Coordinator
Telephone 970.641.3244
Email lathey@gunnisoncounty.org

For which catchment area are you applying? Please see catchment area chart and map, where the name and boundary of each catchment area is indicated.

Gunnison Hinsdale Catchment Area

If you have significant concerns about the boundaries of your catchment area, or if you are requesting to partner with an LCO applicant in another catchment area, please detail that information here. Note that requests cannot result in a school district being split into multiple catchment areas.

PART 2 – RATIONALE AND EVIDENCE FOR DESIGNATION AS LCO

Use this section to provide a brief justification for your organization to be designated as the LCO for your community.

Describe your organizational capacity, or the capacity of your LCO partnership, to serve as LCO in your community.

Please include any history of successfully completing similar roles in your community in your response. Note that administrative funding will be available to support LCO capacity. (500 words or less)

In reflecting on the roles and responsibilities of an LCO, what do you see as your organization's greatest strength? What will require the most support or growth for your organization? *(500 words or less)*

Why are you applying for the specific catchment area you indicated in Part 1? *(250 words or less)*

Briefly describe your history or future plans to foster collaboration between community partners in your proposed catchment area and elevate the perspectives and experiences of families and providers. *In accordance with HB 22-1295, please reference your plans to coordinate with, at a minimum, Administrative Units, ECCs, Head Start Agencies, FRCs, and county departments of human services for the administration of CCCAP.*

CDEC will administer funding to providers, unless LCOs have a demonstrated ability to do so themselves, and request the authority to manage provider payments. If your organization wishes to be responsible for the distribution and administration of public funding within your community, please describe your history and capacity to administer payments to providers. Otherwise you may leave this section blank. *(350 words or less)*

Please indicate your plan to ensure the availability of a mixed delivery system and the equitable allocation of funding among preschool providers based on family choice. If you are a direct service provider, please address your plan to ensure there are no conflicts of interest in serving this role. *(250 words or less)*

PART 3 – PARTNER SUPPORT

As part of the application, applicants must have the support of local partners in their community. In accordance with HB 22-1295, applicants must have the support of (at a minimum) families, providers, Early Childhood Council, local and tribal agencies, school districts, charter schools, and local government within the community. Applicants may include more

organizations, such as Administrative Units, community nonprofits, intermediary organizations, etc.

Letters of support or signatures on a single letter of support may be used to indicate notification of and endorsement of application. Letters should include contact information if any follow up is needed as part of the application process. Please compile all letters into one document, include the partner's name along with each letter or signature, and attach it along with this application.

Please submit your completed application and letters of support as an email attachment to cdec@state.co.us by June 20, 2022.

Do you need support with this application?

The Early Childhood Transition Team is here to help. We are offering virtual office hours, during which we will be available to answer your questions. Office hours will take place via Google Meet every Monday at 12:30pm and every Wednesday at 5:00pm through June 20.

Click here to join our Monday afternoon office hours

Click here to join our Wednesday evening office hours

For quick questions, please email cdec@state.co.us

For more information, visit this FAQ guide and our website at cdec.colorado.gov/local-coordinating-organizations

COLORADO
Department of Early Childhood

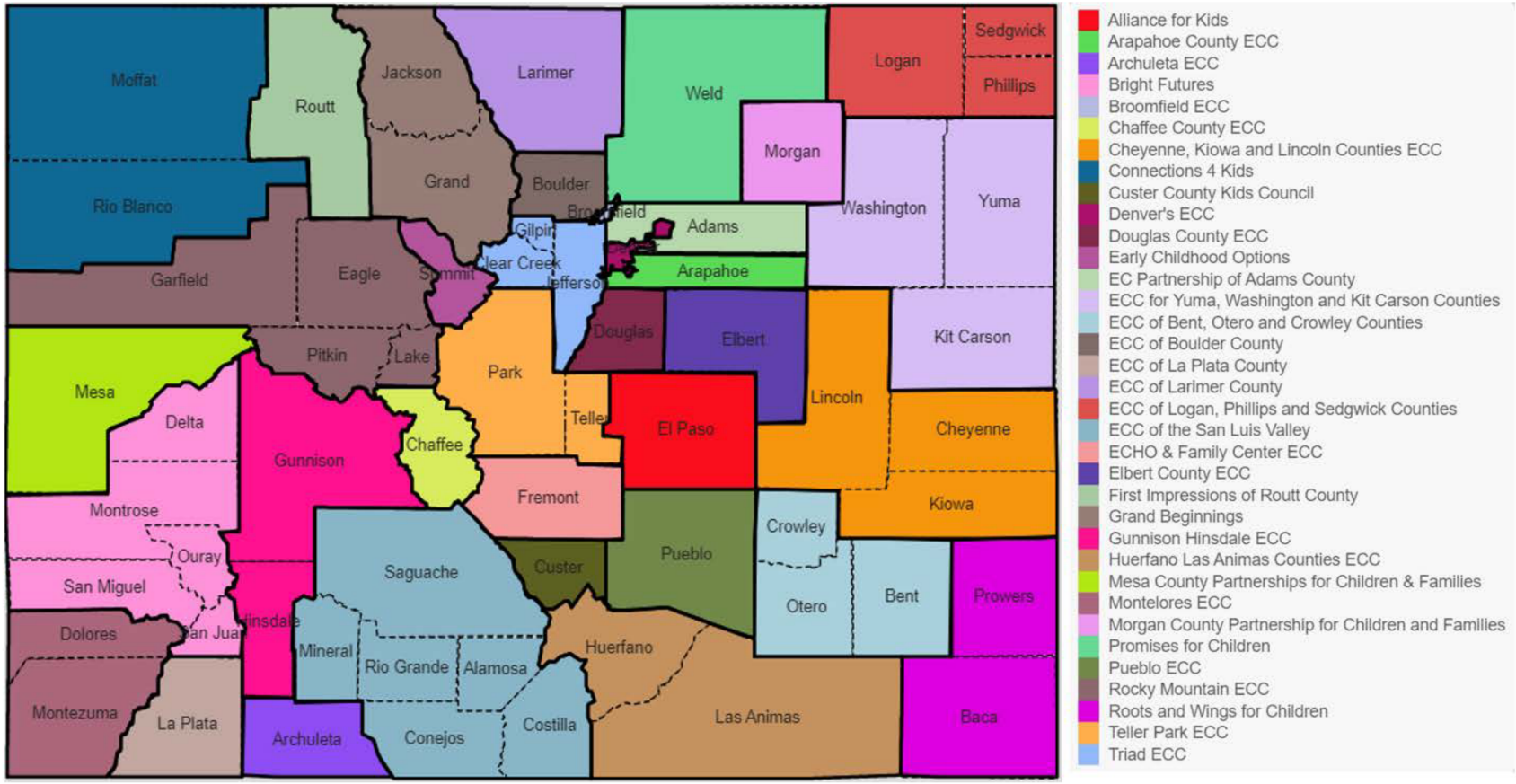
LCO Catchment Areas

Click on the map below to download an interactive version

Continuing scrolling on this page to view the list of school districts in each catchment area

If the link does not work, please paste this into your browser:

http://drive.google.com/uc?export=download&id=13YV6jWUwhphjqmHntq1sFkIyvwM_iake



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COLORADO
Department of Early Childhood

List of School Districts in Catchment Areas

Connections 4 Kids	First Impressions of Routt County	Grand Beginnings	ECC of Larimer County	Promises For Children	Morgan County Partnership for Families	ECC of Logan, Phillips, Sedgwick	Denver's ECC	Elbert County ECC
Moffat County RE-No 1, Rangely RE-4, Meeker RE-1	Steamboat Springs RE-2, Hayden RE-1, South Routt RE-3	North Park R-1, West Grand 1-JT, East Grand 2	Poudre RE-1, Estes Park R-3, Thompson R2-J	Ault-Highland RE-9, Pawnee RE-12, Windsor RE-4, Eaton RE-2, Briggsdale RE-10, Prairie RE-11, Johnstown-Milliken RE-5J, Greeley 6, Platte Valley RE-7, Weld RE-1, Weld RE-8, Weld County RE-3J,	Wiggins RE 50-J, Weldon Valley Re 20-J, Fort Morgan RE-3, Brush RE 2-J	Plateau RE-5; Valley RE-1; Buffalo RE-4J; Frenchman RE-3; Revere; Julesburg RE-1; Haxton RE-2J; Holyoke RE-1J	Denver County 1	Elizabeth, Kiowa C-2, Elbert 200, Agate 300, Big Sandy 100-J

Early Childhood Partnership of Adams County	ECC of Boulder County	Broomfield ECC	Triad ECC	Douglas County ECC	Arapahoe County ECC	ECC for Yuma. Washington & Kit Carson Counties	Cheyenne, Kiowa, Lincoln ECC	Alliance for Kids
Westminster 50, Mapleton 1, Adams 12, Adams 14, Brighton 27-J,	St. Vrain Valley RE-1J, Boulder Valley RE-2	Broomfield is served by school districts in other catchment areas	Gilpin County RE-1, Clear Creek RE-1, Jefferson County RE-1	Douglas County RE-1	Adams Arapahoe 28-J, Cherry Creek 5, Englewood 1, Sheridan 2, Littleton 6, Strasburg 31-J, Byers 32-J, Bennett 29-J, Deertrail 26J	Akron R-1, Lone Star 101, Otis R-3, Yuma 1, Wray RD-2, Woodlin R-104, Arickaree R-2, Liberty J-4, Idalia RJ-3, Arriba-Flagler C-20, Hi-Plains R-23, Stratton R-4, Bethune R-5, Burlington RE-6J	Limon RE-4J, Genoa-Hugo C-113, Karval RE-23, Kit Carson R-1, Cheyenne County RE-5, Eads RE-1, Plainview RE-2	Lewis Palmer 38, Academy 20, District 49, Peyton 23-JT, Calhan RJ-1, Manitou Springs 14, Colorado Springs 11, Cheyenne Mountain 12, Fountain 8, Harrison 2, Widefield 3, Ellicott 22, Hanover 28, Miami/Yoder 60-JT, Edison 54-JT

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COLORADO
Department of Early Childhood

List of School Districts in Catchment Areas

ECHO & Family Center ECC	Custer County Kids Council	Pueblo ECC	Huerfano-Las Animas Counties ECC	ECC of Bent, Otero & Crowley Counties	Roots and Wings for Children	Rocky Mountain ECC	Early Childhood Options	Mesa County Partnership for Children & Families
Canon City RE-1, Cotopaxi RE-3, Fremont RE-2	Custer County C-1	Pueblo City 60, Pueblo County 70	Huerfano RE-1, La Veta RE-2, Aguilar Reorganized 6, Primero Reorganized 2, Trinidad 1, Hoehne Reorganized 3, Branson Reorganized 82, Kim Reorgainized 88	Fowler R-4J, Crowley County RE 1-J, Manzanola 3J, Rocky Ford R-2, Cheraw 31, Swink 33, East Otero RE-1, Las Animas RE-1, McClave RE-2	Lamar RE-2, Granada RE-1, Holly RE-3, Pritchett RE-3, Springfield RE-4, Campo RE-6, Vilas RE-5, Walsh RE-1	Garfield 16, Garfield RE-2, Eagle County RE-50, Roaring Fork RE-1, Aspen 1, Lake County R-1	Summit RE-1	Mesa County Valley 51, Plateau Valley 50, DeBeque 49-JT,

Bright Futures	Gunnison Hinsdale ECC	Chaffee County ECC	Teller Park ECC	Montelores ECC	ECC of La Plata County	Archuleta ECC	ECC of the San Luis Valley
Delta County 50-J, Montrose County RE-1J, West End RE-2, Norwood R-2J, Telluride R-1, Ridgeway R-2, Ouray R-1, Silverton 1	Gunnison Watershed RE-1J, Hinsdale County RE-1	Buena Vista R-31, Salida R-32	Platte Canyon RE-1, Park County RE-2, Woodland Park RE-2, Cripple Creek-Victor RE-1	Dolores County RE NO 2, Dolores RE-4A, Montezuma Cortez RE-1, Mancos RE-6	Durango 9-R, Bayfield 10 JT-R, Ignacio 11-JT	Archuleta County 50 JT	Mountain Valley RE-1, Center 26 JT, Moffat 2, Creede, Upper Rio Grande C-7, Sargent RE 33-J, Sangre De Cristo RE 22-J, Monte Vita C-8, Del Norte C-7, Alamosa RE-11J, North Conejos RE-1J, Sanford 6J, South Conejos RE-10, Sierra Grande R-30, Centennial R-1

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LCO Application (will be filled into the form when approved)

Part 2

Describe your organizational capacity, or the capacity of your LCO partnership, to serve as LCO in your community.
Please include any history of successfully completing similar roles in your community in your response. Note that administrative funding will be available to support LCO capacity

The Gunnison-Hinsdale Early Childhood Council (GHECC) was brought to our community in July of 2007 by Gunnison County's Department of Health and Human Services Department (DHHS) in order to improve local early childhood services and educational opportunities for children in these counties. The GHECC works in conjunction with Early Childhood Councils across Colorado to address the goals of HB 07-1062 which expresses a statewide need for increasing and sustaining the quality, accessibility, capacity, and affordability of services for children and their parents to help parents raise their children to be successful at school, at work, and in the community. After receiving grant funding from the Colorado Department of Education (CDE) in 2008, our council began working to create a comprehensive early childhood system.

The GHECC, licensed child care providers in our communities, local government, our local school districts, and parents of children ages 0-8 have been successful in working collectively as a group for years to help strengthen and support the early childhood systems in the two Counties that we serve. Over the course of the last four years our partnerships have grown as City and County leaders have become more engaged in conversations around how to support the EC sector to a greater extent.

In reflecting on the roles and responsibilities of an LCO, what do you see as your organization's greatest strength? What will require the most support or growth for your
organization? (500 words or less)

Since 2008 the GHECC has been working with various community partners to strengthen the early childhood systems in Gunnison and Hinsdale Counties. The Council already enjoys a strong partnership with licensed child care providers, the Gunnison Watershed RE1J school District, the Hinsdale County School District, Gunnison County, Town of Crested Butte, City of Gunnison, Gunnison County Family Advocacy and Support Team, Gunnison County Juvenile services, and other family serving agencies in the community. The Council strongly believes that we have already developed a strong foundation with partner agencies to ensure that Universal Preschool is rolled out in a well thought out manner in the communities that we serve. Ensuring that all families interested in accessing this opportunity are well-served and supported in accessing care. For the last few years the Council has been focused on recruiting and retaining the early childhood workforce and through this effort our partnerships with family serving agencies and early childhood professionals has grown stronger. As a Council we hold MOUs with the Council's mandatory stakeholders, many of which will also be required to be included in the work of the LCO.

Although our Council is well positioned to take on the role of the LCO for the Gunnison-Hinsdale catchment area we will absolutely need to increase our staff capacity in order to fulfill the responsibilities LCO's are charged with. The Council will either need to increase staff time or hire an additional staff member to achieve the objectives.

Why are you applying for the specific catchment area you indicated in Part 1?

The Council is applying for the Gunnison-Hinsdale catchment area because this area is our Early Childhood Council's catchment area.

Briefly describe your history or future plans to foster collaboration between community partners in your proposed catchment area and elevate the perspectives and experiences of families and providers. In accordance with HB 22-1295, please reference your plans to coordinate with, at a minimum, Administrative Units, ECCs, Head Start Agencies, FRCs, and county departments of human services for the administration of CCCAP.

As mentioned previously the GHECC is housed under Gunnison County Department of Health and Human Services. Gunnison County is the Council's fiscal sponsor and the County's Finance Department processes all invoices and administers payroll for all GHECC staff. One of the Co-Coordinators of the GHECC also serves as Gunnison County's Community Services Supervisor who oversees the Gunnison and Hinsdale Counties Colorado Child Care Assistance Program. This arrangement allows for better coordination of child care tuition assistance services and helping families to navigate various funding streams for their care needs. The GHECC will work closely with each school district and all of the licensed providers in our community to ensure mixed delivery of universal preschool and parent choice.

Over the course of the last few years the Council has worked diligently to elevate the voice and experiences of parents, the early childhood workforce, and licensed early childhood centers and home providers. We plan to encourage their engagement in the planning and implementation of Universal Preschool and ongoing participation in the Council's efforts to strengthen the early childhood system as we move forward.

Please indicate your plan to ensure the availability of a mixed delivery system and the equitable allocation of funding among preschool providers based on family choice. If you are a direct service provider, please address your plan to ensure there are no conflicts of interest in serving this role.

The GHECC plans to engage ALL licensed child care providers in Gunnison and Hinsdale Counties in the upcoming year and encourage them to participate in Universal Preschool to ensure that all families with 4 year old children have access to the program regardless of where they choose to enroll their children in care. We do anticipate that some of our local home providers will not be interested in participating in

Universal Preschool and our Council is planning to hold special meetings for providers that might be apprehensive about being a UPK provider to discuss the benefits for the provider and the families that they serve.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Adoption of Gunnison County Ordinance No. 19, An O

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Adoption of Gunnison County Ordinance No. 19, An Ordinance Repealing Ordinance No. 11 Regarding Pollution Caused by Wood Smoke.

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:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 5/23/2022 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/7/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

ORDINANCE NO. 19

AN ORDINANCE REPEALING ORDINANCE NO. 11 REGARDING POLLUTION CAUSED BY WOOD SMOKE.

WHEREAS, on December 11, 2000, the Gunnison County Board of County Commissioners (Board) adopted Ordinance No. 11, concerning the regulation of pollution caused by wood smoke in unincorporated Gunnison County;

WHEREAS, as acknowledged by Ordinance No. 11, the Gunnison County Land Use Resolution (LUR) fully regulates and addresses pollution caused by wood smoke in the County, including the provision of remedies available to the County and penalties that may be assessed against violators of such provisions of the LUR;

WHEREAS, the Colorado Legislature, through passage of Senate Bill 21-271, amended the penalties associated with violation of county ordinances, such that Ordinance No. 11 no longer provides for a criminal penalty that is permitted by law; and

WHEREAS, due to the foregoing, the Board has determined that Ordinance No. 11 is no longer necessary or appropriate to remain in effect;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO:

Section 1. Repeal.

Ordinance No. 11, An Ordinance Establishing Regulations for Controlling Pollution Caused by Wood Smoke within Unincorporated Gunnison County, Colorado, is hereby repealed and is no longer in effect as of the effective date of this Ordinance.

Section 2. Certification.

The County Clerk shall certify to the passage of this Ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS AFTER A PUBLIC HEARING AND SIGNED 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

CLERK'S CERTIFICATION

I, Kathy Simillion, Clerk and Recorder of Gunnison County, Colorado, do hereby attest and certify that the Ordinance set forth above was introduced, read and ordered published at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on _____, 2022. The Ordinance was then published in the *Gunnison County Times* on _____, 2022. It was thereafter passed at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on _____ and published in the *Gunnison Country Times* on _____.

_____

Kathy Simillion
Clerk and Recorder of Gunnison County

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Introduction, Reading and Instructions regarding p

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Introduction, reading and instructions regarding publication of Gunnison County Ordinance No. 20: An Ordinance Amending the Penalties Set Forth in Ordinance Nos. 14 and 16 Regarding Process to Periodically Ban Open Fires and Identification of "Red Flag" Fire Days.

Fiscal Impact:

Submitted by: Donita Bishop **Submitter's Email Address:** DBishop@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\jguerra Discharge Date: 5/23/2022

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

Comments:

Reveiwed by: Discharge Date: 5/23/2022 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 6/7/2022

Revised April 2015

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

ORDINANCE NO. 20

AN ORDINANCE AMENDING THE PENALTIES SET FORTH IN ORDINANCE NOS. 14 AND 16 REGARDING PROCESS TO PERIODICALLY BAN OPEN FIRES AND IDENTIFICATION OF "RED FLAG" FIRE DAYS

WHEREAS, on June 18, 2002, the Gunnison County Board of County Commissioners adopted Ordinance No. 14, amending Ordinance No. 8[a] and establishing a permanent process to periodically ban open fires and imposing associated penalties;

WHEREAS, on April 20, 2004, the Gunnison County Board of County Commissioners adopted Ordinance No. 16, authorizing the identification of "red flag" fire days and imposing certain related requirements and penalties;

WHEREAS, the Colorado Legislature, through passage of Senate Bill 21-271, amended the penalties associated with violation of certain types of county ordinances, effective March 1, 2022; and

WHEREAS, because of this change in the law, the Gunnison County Board of County Commissioners has determined the need to amend Ordinance Nos. 14 and 16 to conform the penalties with the changes to C.R.S. § 30-15-402 made as a result of Senate Bill 21-271, and, where appropriate, to increase same in order to modernize the penalties associated with violations of the aforementioned ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO:

Section 1. Amendment of Ordinance No. 14.

Paragraph 3, which in turn amends Section 3 of Ordinance 8[a], is hereby amended as follows:

> Any person who violates this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, commits a civil infraction and, upon conviction thereof, shall be punished by a fine of not more than one thousand dollars for each separate offense. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, may be followed by any arresting law enforcement officer for any such violation. That penalty assessment procedure shall provide for a fine of five hundred dollars ($500.00) for each separate offense and a fine of one thousand dollars ($1000.00) for any repeat offense by the same individual. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a

violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars ($10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or as otherwise provided by law.

All other provisions of Ordinance No. 14 shall remain in full force and effect as if fully set forth in this Ordinance.

Section 2. Amendment of Ordinance No. 16.

Paragraph 4 of Ordinance No. 16 is hereby amended as follows:

Any person who initiates in unincorporated Gunnison County a ditch, field, trash or slash fire without having first, on the same day, notified Gunnison Regional Communications Center of the intent to initiate such a fire commits a civil infraction and, upon conviction thereof, shall be punished by a fine of one hundred dollars ($100.00) for the first violation, five hundred dollars ($500.00) for the second violation, and one thousand ($1,000.00) for each subsequent violation, and for each violation shall pay the penalties and surcharges identified in C.R.S. § 30-15-402, as amended. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, is authorized to be followed by any arresting law enforcement officer for any such violation. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars ($10) to be paid to the clerk of the Gunnison County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or otherwise permitted by law.

Paragraph 5 of Ordinance No. 16 is hereby amended as follows:

Any person who initiates in unincorporated Gunnison County an open fire, as that term is defined in Section 1 of Gunnison County Ordinance No. 14, on a day identified by the National Weather Service as a “red flag” fire day in any part of unincorporated Gunnison County commits a civil infraction and, upon conviction thereof, shall be punished by a fine of five hundred dollars ($500.00) for the first violation and one thousand dollars ($1,000.00) for each subsequent violation, and for each violation shall pay the penalties and surcharges identified in C.R.S. § 30-15-402, as amended. The penalty assessment procedure provided in C.R.S. § 16-2-201, as amended, is authorized to be followed by any arresting law enforcement officer for any such violation. Pursuant to C.R.S. § 30-15-402(2)(a), in addition to the foregoing penalties, persons convicted of a violation of this Ordinance, or any resolution passed or ratified pursuant to this Ordinance, are subject to a surcharge of ten dollars ($10) to be paid to the clerk of the Gunnison

County Court by the defendant, as well as any other penalties or surcharges set forth in C.R.S. § 30-15-402, as amended, or otherwise permitted by law.

All other provisions of Ordinance No. 16 shall remain in full force and effect as if fully set forth in this Ordinance.

Section 3. Certification.

The County Clerk shall certify the passage of this Ordinance and make not less than three (3) copies of this Ordinance available for inspection by the public during regular business hours.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS AFTER A PUBLIC HEARING AND SIGNED 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

CLERK'S CERTIFICATION

I, Kathy Simillion, Clerk and Recorder of Gunnison County, Colorado, do hereby attest and certify that the Ordinance set forth above was introduced, read and ordered published at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on _____, 2022. The Ordinance was then published in the *Gunnison County Times* on _____, 2022. It was thereafter passed at a regular meeting of the Board of County Commissioners of Gunnison County, Colorado on _____ and published in the *Gunnison Country Times* on _____.

_____

Kathy Simillion
Clerk and Recorder of Gunnison County

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Appointment of Voting Delegate to the 2022-23 Nati

Action Requested: Other Choose delegate/register online

Parties to the Agreement:

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

Summary:

The BoCC need to appoint a voting delegate for the 2022 NACO Conference held on July 21-24, 2022. This will be to decide who will represent and then to register online.

Fiscal Impact:

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/3/2022

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/7/2022

Revised April 2015

Register a voting delegate for the NACo Annual Conference and Business Meeting July 21-24, 2022



President Larry Johnson

Join us at the Annual Business Meeting on Sunday, July 24, where members will elect 2022-2023 officers, set the national policy agenda and conduct other association business.

Learn more at
NACo.org/VotingCredentials

NATIONAL ASSOCIATION of COUNTIES NACo

REGISTER A VOTING DELEGATE FOR THE 2022 NACo ANNUAL CONFERENCE

After paying your 2022 NACo membership dues in full and registering for the Annual Conference, there are three ways your county, parish or borough can cast votes at the Annual Business Meeting:

- Appoint a delegate to participate in-person
- Proxy your county's vote(s) to your state association or another registered member county from your state, or
- Appoint a delegate to participate virtually in the hybrid Annual Business Meeting.

Presorted STD
U.S. Postage
PAID
Permit No. 303
San Diego, CA

NATIONAL ASSOCIATION of COUNTIES NACo
660 North Capitol Street NW Suite 400
Washington, D.C. 20001

REGISTER YOUR VOTING DELEGATE ONLINE

Visit **NACo.org/VotingCredentials** to learn more and appoint a voting delegate.

Email Credentials@NACo.org with questions

**********AUTO**MIXED AADC 901
JONATHAN HOUCK
CHAIRPERSON, COUNTY COMMISSION
GUNNISON COUNTY
200 E VIRGINIA AVE
GUNNISON CO 81230-2248

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Gunnison County Board of County Commissioners Stra

Action Requested: Motion

Parties to the Agreement:

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

Summary:

For your review - an edited draft of the BOCC Strategic Plan

Fiscal Impact:

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:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ◯ No ◯

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 6/3/2022

◯ Consent Agenda ◉ Regular Agenda ◯ Worksession Time Allotted: 5

Agenda Date: 6/7/2022

Revised April 2015

Gunnison County Strategic Plan

Adopted May 20, 2008
Revised July 21, 2009
Revised May 24, 2011
Revised June 4, 2013
Revised May 5, 2015
Revised April 4, 2017
Revised May 7, 2019
Draft Revisions XX, 2022

Introduction (BOCC will provide text.)

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3. By December 31, 2030, in addition to the 88 units the County will have facilitated by the end of 2022, the County will facilitate 300 new units of the 960 number of units identified in the most recent Gunnison Valley Housing Needs Assessment. 8

A. ENSURE SOUND INFRASTRUCTURE

Strategic Results

1. **By November 30, 2023, Gunnison County will ask the residents of Gunnison County to support a well-developed and informed ballot question to provide adequate funding that will support road and bridge infrastructure, construction and maintenance so that residents and visitors can safely travel on County roads, conduct business, and pursue recreational interests.**
   Lead: Board of County Commissioners
   Team: County Manager Matthew Birnie, Assistant County Manager for Public Works Martin Schmidt, Chief Financial Officer, Assistant County Manager for Community & Economic Development Cathie Pagano and County Attorney Hoyt.

2. **By December 31, 2024, the development and infrastructure for the Shady Island River Park will be completed as generally described in the Shady Island Master Plan.**
   Lead: Assistant County Manager for Operations and Sustainability John Cattles
   Team: CM Birnie, ACM Pagano, Senior Planner Rachel Sabbato and CFO.

3. **By December 31, 2024, Gunnison County will improve the Fairground's site as described in the Fairgrounds Master Plan. Progress will be achieved on the following specific results.**
   a) By July 2023, a multi-purpose space will be developed at the South West end of the site to accommodate the Cattleman's Carnival.
   b) By November 2024, the main parking-lot East of the Multi-Purpose Building will be expanded as described in the Master Plan to increase parking availability, add multi-modal transportation routes from Spruce Street, and create an improved entry plaza for the Rodeo grounds and Multi-Purpose Building.
   Lead: ACM Cattles
   Team: ACM Pagano, ACM Schmidt and Fairgrounds Manager Melody Roper.

B. PROTECT THE ENVIRONMENT

Strategic Results

1. **Gunnison County shall continue to work with its partners to protect water quality and quantity for in-basin purposes in a manner that is socially, environmentally, and economically sound.**
   Lead: CA Hoyt
   Team: CM Birnie, ACM Pagano, CFO and Geographic Information Systems Manager Mike Pelletier.

2. **By December 31, 2024, Gunnison County will work with the ranching community and other landowners to expand the conserved private ranchland in the County by an additional 10,200 acres from the 2018 baseline in order to protect open space and the watershed, ensure access to public lands and trails, and preserve agriculture.**
   Lead: GISM Pelletier
   Team: ACM Schmidt, CA Hoyt, ACM Pagano and CFO.

3. **By December 31, 2030, Gunnison County will work to reduce energy use impacts and lower greenhouse gas emissions by 50% from 2005 levels, thereby improving air quality and addressing climate change as evidenced by:**
   a) Average EUI (energy use intensity) of commercial and residential buildings will continue to decrease as measured biannually in the County's Greenhouse Gas Inventory *(residential EUI decreased by 7% from 2015-2020, commercial was flat).*
   b) By 2030 average VMT (vehicle miles travelled) will decrease by 8% per capita from 2015 levels as a result of the County's land-use policies, creation of workforce housing near jobs, support of mass transit, and creation of additional multi-modal transportation options.

   Lead: ACM Cattles
   Team: CM Birnie, ACM Schmidt, CA Hoyt, Assistant County Manager for Health, Human and Safety Services Joni Reynolds, GISM Pelletier, ACM Pagano and Building and Environmental Health Official Crystal Lambert.

C. PROMOTE PROSPEROUS, COLLABORATIVE AND HEALTHY COMMUNITIES

Strategic Results

1. **By December 31, 2024, Gunnison County will facilitate efforts to progress equity, diversity, and inclusion within the organizational culture and community by:**
    a) Developing a strategic plan to further enhance a welcoming and inclusive organizational structure
    b) Partnering with the City of Gunnison's Rural Welcoming Initiative and exploring the potential to expand the program county-wide
    c) Memorializing our commitment to equity, diversity, and inclusion in a values statement

    Lead: ACM Reynolds and Human Resources Director Lauren Trautz

    Team: CM Birnie, ACM Cattles, ACM Pagano, ACM Schmidt and CA Hoyt.

2. **By December 31, 2024, Gunnison County will promote optimal community and family health, safety and well-being through an integrated Health and Human Services team, as measured by:**
    a) 75% or more of children two years of age will be up-to-date in all recommended vaccinations;
    b) 90% (minimum) of children with a Child Welfare case will not be re-opened due to a new referral within 1 year;
    c) 90% of vital records (birth and death certificates) audited by the State meet all requirements; and
    d) 95% of all eligibility determinations for food assistance are completed within 30 days.
    e) 90% (minimum) of at-risk adults with an Adult Protection case will not be reopened due to a new referral within 1 year.

    Lead: ACM Reynolds

    Team: Deputy Health and Human Services Director Brad Wheaton, Wellness/Enforcement Services Manager Elizabeth Holena, Clinical Services Manager Ariel Tidwell, WIC Educator Beth Coop, Public Health Nurse Ashley Ackerlund, Administrative Services Supervisor Blair Burgess, Community Health Services Supervisor Margaret Wacker, and Child Welfare Manager Marilyn Cheever.

3. **By December 31, 2024, the Juvenile Services Department will have improved the future of Gunnison County residents by reducing youth substance use as evidenced by:**
    a) Of the youth 6^{th} – 12^{th} grade who enroll in Choice Pass, less than 10% will violate their pledge;
    b) 70% of parents of 6th – 12th grade students report having had a conversation with their children, as measured by the Gunnison County Substance Abuse Prevention Project (GCSAPP) parent questionnaire;
    c) 5% reduction in youth binge drinking, marijuana, and nicotine rates as evidenced by the Healthy Kids Colorado Survey (HKCS) using 2019 as a baseline;
    d) 2% annual increase in Family Advocacy Support Team (FAST) referrals for elementary aged youth;
    e) 95% of youth/families participating on a FAST will not involuntarily enter the Child Welfare or Juvenile Justice systems (2019 baseline); and
    f) 88% of youth served by Early Intervention will not commit a new offense within one year of program completion (2019 baseline).

    Lead: Juvenile Services Director Kari Commerford

    Team: GCSAPP Manager Emily Mirza, Juvenile Services Data Coordinator John Powell, CHSS Wacker, FAST Coordinator, Early Intervention Program Manager Clay Curtis and RE1-J School District representative Beth Goldstone.

4. **By December 31, 2024, Gunnison County will facilitate efforts in the valley to stabilize and increase early childhood education, child care and pre-K slots by:**
    a) Developing a strategic community plan to maximize current capacity at all licensed providers and expand capacity for infant and toddler care.
    b) Developing a Local Coordinating Organization (LCO) plan for universal preschool implementation.
    c) Outreach, education and support services to increase licensed home providers.

    Lead: ACM Reynolds

    Team: CHSS Wacker, Early Childhood Council (ECC) Coordinator Lana Athey, Gunnison Watershed School District Superintendent Leslie Nichols, Wellness & Enforcement Manager Betsy Holena and CCCAP Coordinator Cheryl Smejkal.

5. **By December 31, 2025, Gunnison County will capitalize on the extensive airport facility investments by increasing the airport's economic impact to the community by 20% over the results of the 2020 Colorado Department of Transportation (CDOT) study to $145M, increasing enplanements to 50,000 primarily by reducing passenger leakage, and increasing corporate and general aviation activity.**

    Lead: Airport Director Rick Lamport

    Team: CM Birnie, ACM Pagano and CA Hoyt.

D. DELIVER HIGH QUALITY SERVICES

Strategic Results

1. **By December 31, 2022, Gunnison County will adopt wildfire risk reduction and mitigation policies to ensure the creation of defensible space and structures that are ignition resistant.**
   Lead: ACM Pagano
   Team: BEHO Lambert, ACM Schmidt, Public Works Operations Manager Sparky Casebolt, Emergency Manager Scott Morrill and Deputy Emergency Manager Lisa Clay.

2. **By December 31, 2023, Gunnison County will establish a north Gunnison area master plan in collaboration with the City of Gunnison. The master plan will be a first step in a larger planning process for the Gunnison to Mt. Crested Butte corridor.**
   Lead: ACM Pagano
   Team: ACM Schmidt, ACM Cattles and Planner.

3. **By December 31, 2030, in addition to the 88 units the County will have facilitated by the end of 2022, the County will facilitate 300 new units of the 960 number of units identified in the most recent Gunnison Valley Housing Needs Assessment.**
   Lead: CM Birnie
   Team: ACM Pagano, ACM Cattles, CFO and Gunnison Valley Regional Housing Authority Executive Director.