1 - Agenda, BOCC regular meeting June 6 2023

2 - Public Hearing, CO Liquor Retail Lic Appl, Wilders Organic Mkt dba BlueSky Mercantile

3 - consent 1 - Special Event Liquor Permit 3-2023, Taylor Canyon fire Station Inc

3 - consent 2 - Alcohol Bev Lic 07-74205-0002, CB LLC dba Ice Bar Rest Twister Warming Hse

4 - BOCC Calendar Schedule, June 06 2023

5a - Minutes, May 2 2023 Regular Meeting

5b - Minutes, May 16 2023 Regular Meeting

5c - Minutes, May 23 2023 Special Meeting

6 - consent 1 - Ack of CM Sig, Professional Svcs Agreemt, Policy Confluence Inc aka Polco

6 - consent 2 - Ratific of CM Approval to Submit, GB Cheatgrass Implementation Project Grant Appl

6 - consent 3, GC Employee Medical Benefits Plan Amdmt 4, Dental_Vision Plan Amdmt 2

6 - consent 4 - CDHS Behavioral Health Admin Contract Amndmt No 2, 23 IBEH 181957 Sheriffs Office

6 - consent 5 - CDPHE Task Order 2024 0436, HS standards for retail food, child care, schools

6 - consent 6 - Airport Terminal Lease Agreement, ARINC Inc

6 - consent 7 - CDEC IGA Contract Amdmt No 6, 24 QAAA 182946

6 - consent 8 - Safe Streets for All Action Plan Grant Agreement, US DOT

6 - consent 9 - Ratifi of Correspondence, Letter of Support for CAST

7 - Condominiumization Appli, Skyland Development Partners LLC, Golf Villas at Skyland, LUC-23-00016

8 - Boundary Line Adjust, Taylor, Bighorn, Adobe House LLCs, LUC-23-00010

9 - Subdivision Exemption Request LUC-23-00008, Hotchkiss Ranches LLC

10 - Public Hearing, Marijuana Cultivation_Product Manufacturing Facility Lic, Alpine Alchemy LLC

11 - Subdivision Exemption Request, LUC-23-00020, CB Fire Protection Distr, Spann Subd Exemption Plat

12 - Amendment of Subdivision Covenants, L D Ranches LLC, Whetstone Indust Park Subd, LUC-23-00019

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, June 6, 2023**
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
- Public Hearing; Colorado Liquor Retail License Application; Wilder's Organic Market, LLC dba BlueSky Mercantile; 10209 Hwy 135, Suite A, Almont, Colorado
- 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. Special Event Liquor Permit 3-2023; Taylor Canyon Fire Station, Inc., PO Box 503, Crested Butte, Colorado; 7/3/2023 from 12:00 pm to 4:00 pm
  2. Alcohol Beverage License #07-74205-0002; Crested Butte LLC dba Ice Bar / Rest Twister Warming Hse; Sec 25, T135, R86W, Crested Butte, Colorado
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Scheduling
- Minutes
  1. May 2, 2023 Regular Meeting
  2. May 16, 2023 Regular Meeting
  3. May 23, 2023 Special Meeting
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Acknowledgment of County Manager Signature; Professional Services Agreement; Policy Confluence, Inc. (Polco); Administration of Biennial Gunnison County Citizen Survey; $20,600
  2. Ratification of County Manager's Approval to Submit; Gunnison Basin Cheatgrass Implementation Project Grant Application FWS-ES2023006073; US Fish and Wildlife Service; $227,068
  3. Approval for Gunnison County Employee Medical, Dental and Vision Plan Amendments; Amendment #2 to the Gunnison County Employee Dental and Vision Plan; Amendment #4 to the Gunnison County Employee Medical Benefit Plan
  4. Approval for Colorado Department of Human Services Behavioral Health Administration Contract Amendment #2, 24 IBEH 181957; Sheriff's Office; to provide substance abuse and mental health treatment in the jail; 7/01/2023 - 6/30/2024; $164,500
  5. Approval for Colorado Department of Public Health and Environment (CDPHE) Task Order 2024*0436; Health and Human Services; to provide uniform enforcement of standards and rules set by CDPHE for retail food establishments, child care facilities and schools; State FY 2024; $15,000
  6. Approval for Airport Terminal Lease Agreement; Gunnison-Crested Butte Regional Airport; ARINC Incorporated; for installation of aeronautical communications equipment cabinets and antennas; 6/01/2023 - 5/31/2026; $2,400 per year
  7. Approval for Colorado Department of Early Childhood Intergovernmental Contract Amendment #6; Gunnison County Health and Human Services; for Early Childhood Services, amendments to Exhibits A, B F, and G; Contract Expiration Date extension to 6/30/2024; Increased funding by $112,072 for SFY 2024 and by $9,153 for SFY 2025

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.*

8. Approval for the Safe Streets for All Action Plan Grant Agreement; U.S. Department of Transportation Federal Highway Administration; for development of an action plan to improve safety along the State Highway 135 corridor from Gunnison to Crested Butte; Effective date of award - 22 months; $160,000
9. Ratification of Correspondence; BOCC Letter of Support requested by Colorado Association of Ski Towns (CAST; for the Affordability and Fairness for Mountain Communities Act

- Condominiumization Application; LUC-23-00016; Skyland Development Partners, LLC; Golf Villas at Skyland on a 0.49-Acre Tract of Land Legally Described as Tract D, as Shown on the Partial Replat of Portions of Multifamily Tract 4, Skyland-Initial Filing, into Tracts B through F as Recorded at Reception No. 639080

- Boundary Line Adjustment; LUC-23-00010; Taylor Adventures LLC, Bighorn LLC and Adobe House LLC; Tracts of Land in the Northeast 1/4, Southeast 1/4 of Section 22, Township 51 North, Range 1 East N.M.P.M.

- Subdivision Exemption Request; LUC-23-00008; Hotchkiss Ranches, LLC; 22.73-Acre Lot, Legally Described as a Parcel of Land Located within the SW1/4 of the NE1/4 of Section 20, Township 12 South, Range 89 West of the 6th P.M

8:50
- Public Hearing; Marijuana Cultivation and Product Manufacturing Facility License; Alpine Alchemy, LLC; 260 Griffing Road, Gunnison, Colorado, aka Lot 5, Vista Business Center, County of Gunnison, State of Colorado

- Subdivision Exemption Request; LUC-23-00020; Crested Butte Fire Protection District (CBFPD); Adjusting the area of the two existing parcels within the Spann Subdivision Exemption Plat recorded December 21, 2021 at Reception No. 681915 (Exhibit A)

- Request for Amendment of Subdivision Covenants; LUC-23-00019; L & D Ranches LLC; Lot 9, Whetstone Industrial Park Subdivision, 120 Bifano Road

9:05 am
- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.

- 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
+17193594580,,82753657556#,,,,*471302# US
+16694449171,,82753657556#,,,,*471302# US

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AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Colorado Liquor Retail License App

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Liquor License application for Wilder's Organic Market LLC dba Blue Sky Mercantile

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:
Legally sufficient. SO 5/11/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/11/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/12/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10

Agenda Date: 6/6/2023

Revised April 2015

DR 8404 (07/01/22)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

received 4-27-2023 kb

☒ New License ☐ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation	FEIN Number
Wilder's Organic Market, LLC	86-2814993

2a. Trade Name of Establishment (DBA)	State Sales Tax Number	Business Telephone
BlueSky Mercantile	94771542	9704521456

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
10209 Hwy 135, Suite A

City	County	State	ZIP Code
Almont	Gunnison	C O	81210

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
515 Hawk Dr	Gunnison	C	81230

5. Email Address
cassia@wildersorganicmrkt.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A — Nonrefundable Application Fees*

- ☒ Application Fee for New License $1,100.00
- ☒ Application Fee for New License w/Concurrent Review $1,200.00
- ☐ Application Fee for Transfer $1,100.00

Section B — Liquor License Fees*

- ☐ Add Optional Premises to H & R ..... $100.00 X _____ Total _____
- ☐ Add Related Facility to Resort Complex $75.00 X _____ Total _____
- ☐ Add Sidewalk Service Area $75.00
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☒ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Campus Liquor Complex (City) $500.00
- ☐ Campus Liquor Complex (County) $500.00
- ☐ Campus Liquor Complex (State) $500.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☐ Hotel and Restaurant License (City) $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License w/one opt premises (City) $600.00
- ☐ Hotel and Restaurant License w/one opt premises (County) $600.00
- ☐ Liquor–Licensed Drugstore (City) $227.50

Section B (Cont.) — Liquor License Fees*

- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $30.00
- ☐ Manager Registration - Tavern $30.00
- ☐ Manager Registration - Lodging & Entertainment $30.00
- ☐ Manager Registration - Campus Liquor Complex $30.00
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Related Facility - Campus Liquor Complex (City) $160.00
- ☐ Related Facility - Campus Liquor Complex (County) $160.00
- ☐ Related Facility - Campus Liquor Complex (State) $160.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License–Additional (City) $227.50
- ☐ Retail Liquor Store License–Additional (County) $312.50
- ☐ Retail Liquor Store (City) $227.50
- ☐ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

*** Note that the Division will not accept cash**

Questions? Visit: SBG.Colorado.gov/Liquor **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			$

DR 8404 (07/01/22)

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** *SBG.Colorado.gov/Liquor* **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information
- ☐ A. Applicant/Licensee identified
- ☐ B. State sales tax license number listed or applied for at time of application
- ☐ C. License type or other transaction identified
- ☐ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises
- ☐ A. No larger than 8 1/2" X 11"
- ☐ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☐ D. Kitchen - identified if Hotel and Restaurant
- ☐ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)
- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☐ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents
- ☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor.
  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO – *https://uenroll.identogo.com/* Phone: 844-539-5539 (toll-free)
  Colorado Fingerprinting – *http://www.coloradofingerprinting.com*
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: 720-292-2722 Toll Free: 833-224-2227
  Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
  https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)
- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)
- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)
- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)
- ☐ A. Copy of articles of organization
- ☐ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application
- ☐ A. $30.00 fee
- ☐ B. If owner is managing, no fee required

DR 8404 (07/01/22)

Name	Type of License	Account Number

	Yes	No
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?	☐	☒
b. Had an alcohol beverage license suspended or revoked?	☐	☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	☐	☒
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
or Waiver by local ordinance?	☐	☐
Other: n/a		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☒
b. Are you a Colorado resident?	☐	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☒	☐
15. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☐	☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail)		
a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:		

Landlord	Tenant	Expires
Almont FBF Holdings, LLC	Wilders Organic Market, LLC	4/30/2024

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☒
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☒
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		

Name	Type of License	Account Number

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☒
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☒

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ ☒

c. How long has the club been incorporated?

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ ☒

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ ☒

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ☐ ☒

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☒
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes ☐ No ☒

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☒

a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager

26. Tax Information. Yes No

a. 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? ☐ ☒

b. 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.? ☐ ☒

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Cassia Montgomery	515 Hawk Dr Gunnison, CO 81230	1/7/73	Manager/Owner	51%
Donald Montgomery	515 Hawk Dr Gunnison, CO 81230	5/6/70	Owner	49%

DR 8404 (07/01/22)

Name	Type of License	Account Number

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
Cassia Montgomery	Cassia Montgomery Owner	04/21/23 Cassia Montgomery

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
4-27-2023	June 6, 2023 8:30AM

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☒ Fingerprinted
☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☒ Date of inspection or anticipated date 5-9-2023
☐ Will conduct inspection upon approval of state licensing authority

	Yes	No
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	☐	☒
☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	☐	☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☐ Town, City ☒ County	
Gunnison County	970-641-7641		
Signature	**Print**	**Title**	**Date**
Kathy Simillion	Kathy Simillion	County Clerk	4-27-2023
Signature	**Print**	**Title**	**Date**

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Special Event Liquor Permit 3-2023; Taylor Canyon Fire Station, Inc.,

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Special Event License for Taylor Canyon Fire Station, Inc.

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:
Legally sufficient. SO 5/11/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/11/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/12/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 6/6/2023

Revised April 2015

Gunnison County
COLORADO

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

COUNTY OF GUNNISON

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

SPECIAL EVENT LIQUOR PERMIT 3-2023

to sell/serve malt, vinous, and spirituous liquor for on-premises consumption at 5855 County Road 742, Almont, Colorado.

TAYLOR CANYON FIRE STATION INC.
PO BOX 503
CRESTED BUTTE, COLORADO 81224

Fee $100.00

Effective: Day, 07.03.2023 from 12:00 p.m. to 4:00 p.m.

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 5-18-23

Gunnison County Clerk Date Board of County Commissioners Date
Kathy Simillion

DR 8439 (09/30/13)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only

received
5-4-2023

In order to qualify for a Special Events Permit, You **Must Be Nonprofit and One of the Following** (See back for details.)

- [X] Social
- [ ] Athletic
- [ ] Philanthropic Institution
- [ ] Fraternal
- [ ] Chartered Branch, Lodge Or Chapter
- [ ] Political Candidate
- [ ] Patriotic
- [ ] Of A National Organization Or Society
- [ ] Municipality Owning Arts Facilities
- [ ] Political
- [ ] Religious Institution

LIAB **Type of Special Event Applicant is Applying for:**

- 2110 [X] Malt, Vinous And Spirituous Liquor — $25.00 Per Day
- 2170 [ ] Fermented Malt Beverage (3.2 Beer) — $10.00 Per Day

DO NOT WRITE IN THIS SPACE
Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: Taylor Canyon Fire Station Inc.
State Sales Tax Number (Required): 98-20366-0000

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
Po Box 503
Crested Butte, Co. 81224

3. Address of Place to Have Special Event (include street, city/town and ZIP)
5855 County Road 742
Almont, Co. 81210

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate: Michele Wheeler	8/8/1965	4890 alpha Road Dallas, Tx. 75201	(972) 628-7460
5. Event Manager: Elena Marquez	03/20/1989	305 N 10th St. Unit 3 Gunnison, Co. 81230	(512) 439-9896

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
[X] NO [ ] YES HOW MANY DAYS? _____

7. Is premises now licensed under state liquor or beer code?
[X] NO [ ] YES TO WHOM? _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? [X] Yes [ ] No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date	Date
07/03/2023				
Hours From 12:00 p.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 4:00 p.m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title	Date
Elena	Event Manager	5/3/23

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)		Telephone Number of City/County Clerk
Gunnison County	[ ] City [X] County	
Signature	**Title**	**Date**
Kathy Sumlion	County Clerk	5-5-2023

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	$

(Instructions on Reverse Side)

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☑ Diagram of the area to be licensed (not larger that 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
  Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☑ Copy of deed, lease, or written permission of owner for use of the premises.
- ☑ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☑ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ **Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.**
- ☐ **The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (12-48-106 C.R.S.)**
- ☐ **An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.**
- ☐ **Check payable to the Colorado Department Of Revenue**

(12-48-102 C.R.S.)
A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Alcohol Beverage License #07-74205-0002; Crested B

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Kathy Simillion, County Clerk

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

Summary:

Crested Butte LLC dba Ice/Bar Twister Warming Hse

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:
Legally sufficient. SO 5/16/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/16/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/16/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 6/6/2023

Revised April 2015

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 #07-74205-0002
to sell/serve malt, vinous, spirituous liquor for (on the)-premises consumption in the County of Gunnison, Colorado.

CRESTED BUTTE LLC DBA ICE BAR/REST TWISTER WARMING HSE
SEC 25 T135 R86W
CRESTED BUTTE, COLORADO 812224

Fee $100.00

Effective Dates: 07.15.2023 – 07.15.2024

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 5-16-2023

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

CRESTED BUTTE LLC
dba ICE BAR / REST TWISTER WARMING HSE
SEC 25 T135 R86W
Gunnison CO 81230

ALCOHOL BEVERAGE LICENSE

Liquor License Number	License Expires at Midnight
07-74205-0002	**July 15, 2024**

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. 5/16/2023 AB

Michelle Stone-Principato

Michelle Stone-Principato, Division Director

Mark Ferrandino, Executive Director/CEO

received
5-8-2023

DR 8400 (02/22/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

Submit to Local Licensing Authority

ICE BAR / REST TWISTER WARMING HSE
PO BOX 5700
Mt Crested Butte CO 81224

Fees Due	
Renewal Fee	550.00
Storage Permit $100 X 1	$ 100.00
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X ____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$ 650.00

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 CRESTED BUTTE LLC		Doing Business As Name (DBA) ICE BAR / REST TWISTER WARMING HSE	
Liquor License # 07-74205-0002	License Type Hotel & Restaurant (county)		
Sales Tax License Number 07742050002	Expiration Date 07/15/2023	Due Date 05/31/2023	
Business Address SEC 25 T135 R86W Gunnison CO 81230			Phone Number 9703494047
Mailing Address PO BOX 5700 Mt Crested Butte CO 81224		Email joni.m.matzinger@vailresorts.com	
Operating Manager Ryan Groat	Date of Birth 02/26/1988	Home Address 15 Marcellina Lane, Unit 108, Mt. Crested Butte, CO 81225	Phone Number 303-960-6048

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 5/15/23

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

DR 8400 (02/22/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division

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

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 Groff	Winebar Manager
Signature	**Date**
	5/1/2023

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		5-8-2023
Signature	**Title**	**Attest**
Kathy Sinnillion	County Clerk	

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

June 6 – July 11, 2023
(as of 6/02/2023)

Board of County Commissioners

1. **BOCC Regular Meeting**
   June 6, 2023, All Day @ BOCC Boardroom
   More Details

2. **BOCC Work Session CANCELED**
   June 13, 2023, All Day @ BOCC Boardroom
   More Details

3. **Joint Public Hearing (cont'd): Gunnison County Board of County Commissioners and the Gunnison County Planning Commission**
   June 15, 2023, 9:00 AM @ Planning Commission Meeting Room
   Cont'd Joint Public Hearing (moved from May 18th) starts at 9 am - Gregory Six Lot Subdivision
   More Details

4. **BOCC Regular Meeting**
   June 20, 2023, All Day@ BOCC Boardroom
   More Details

5. **BOCC Work Session**
   June 27, 2023, All Day @ BOCC Boardroom
   More Details

6. **BOCC Regular Meeting CANCELED due to HOLIDAY**
   July 4, 2023, All Day @ BOCC Boardroom
   More Details

7. **Mayors & Managers Meeting - Hosted by Town of Pitkin**
   July 6, 2023, 12:00 PM - 1:30 PM
   More Details

8. **BOCC Work Session**
   July 11, 2023, All Day @ BOCC Boardroom
   More Details

Gunnison County Organization

1. **Holiday - Juneteenth – Offices Closed**
   June 19, 2023, All Day
   More Details

2. **Holiday - Independence Day - Offices Closed**
   July 4, 2023, All Day
   More Details

Gunnison-Hinsdale Board of Human Services

1. **Gunnison-Hinsdale Board of Human Services Meeting**
   June 20, 2023, All Day @ BOCC Board Room
   More Details

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: May 2, 2023 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review, a draft of the May 2nd regular meeting minutes.

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:
Legally sufficient. SO 6/1/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/1/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 6/6/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
May 2, 2023

The May 2, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Matthew Birnie, County Manager
Liz Smith, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Laura Puckett Daniels, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY:

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

SPECIAL EVENT LIQUOR PERMIT #2-2023; ADAPTIVE SPORTS; 8/06/2023 FROM 4:00 PM TO 11:30 PM

ALCOHOL BEVERAGE LICENSE #03-04714; IRWIN BACKCOUNTRY GUIDES LLC DBA TAYLOR RIVER LODGE; EFFECTIVE DATE 7/06/2023 - 7/06/2024

FERMENTED MALT BEVERAGE AND WINE LICENSE #04-01232; SKYHIGH COLORADO LLC DBA TAYLOR PARK TRADING POST; EFFECTIVE DATE 7/01/2023 - 7/01/2024

With no questions or concerns from the Board, it was **moved** by Commissioner Smith to approve: the Special Event Liquor Permit #2-2023 for Adaptive Sports; Alcohol Beverage License #03-04714 for Irwin Backcountry Guides LLC; and the Fermented Malt Beverage and Wine License #04-01232 for SkyHigh Colorado LLC. Commissioner Puckett Daniels seconded. Motion carried unanimously.

ADJOURN: Chairperson Houck adjourned the meeting of the Local Liquor Licensing Authority at 8:31 am.

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

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

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: Chairperson Houck reminded the Board that there would be no Mayors & Managers meeting Thursday, May 4th. He also advised that he would not be present for the Joint Public Hearing scheduled for May 18th, as he would be attending the National Association of Counties (NACo) Western Interstate Region Conference on that date.

MINUTES APPROVAL: **Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the minutes for April 18, 2023, as amended. Motion carried unanimously.

1. **April 18, 2023 Regular Meeting.** *Amendments as follows:* Pages 4 and 5 – under Commissioner Items for Commissioner Smith, Item #4 – change "Mountain Utes" to "Ute Mountain Utes"; Item #6 – omit Item #6 as it was not relevant. Page 5 – under Commissioner Items for Commissioner Puckett Daniels, Item #4 – change spelling to "Rifle" in the underlined portion.

CONSENT AGENDA:

Moved by Commissioner Smith, seconded by Commissioner Puckett Daniels, to approve the consent agenda. Motion carried unanimously.

1. Approval for Public Service Grant Agreement; City of Gunnison; for Gunnison-Hinsdale Early Childhood Council objectives; 1/01/2023 - 12/31/2023; $18,000
2. Approval for Caring for Colorado Grant application; Health and Human Services; for 2-year funding for Family Planning Services and Multicultural Resources Team; $250,000
3. Approval for Professional Services Agreement with the Town of Crested Butte; for Coal Creek Watershed Coalition services; Effective date of signing - 12/31/2023; up to $6,800 each, Gunnison County and Town of Crested Butte
4. Approval for 2023 Flexible Support Next Fifty Initiative Expenditure Responsibility Grant Application; Health and Human Services; to support a Senior Resource Specialist and Senior Meal Program; $97,777
5. ~~5.~~ **PULLED FROM THE AGENDA 5/1/2023 -** ~~Approval for Colorado Department of Health Care Policy & Financing Dental Health Care Program for Low-Income Seniors grant award; FY2023-24; $21,400~~

6. Approval for Colorado Department of Public Health and Environment Immunization Grant Contract Task Order 2024*0031; Gunnison County Health and Human Services; for maintaining/increasing immunization coverage; 7/01/2023 - 6/30/2024; $32,471
7. Approval for Colorado Department of Public Health and Environment Prevention Services Division-Tobacco, Task Order 2024*0022; Gunnison County Health and Human Services; for public health project services to reduce the burden of tobacco use as well as prevent the initiation of tobacco use; 7/01/2023 - 6/30/2024; $349,960
8. Approval for Colorado Department of Early Childhood Contract Amendment #2 (24 QAAA 182324); Health and Human Services (HHS); extending the contract for HHS to serve as the Local Coordinating Organization (LCO), for the Universal Pre-School Program; 10/27/2022 - 6/30/2024; $69,694
9. Approval for Colorado Department of Public Health and Environment Contract Amendment #3 (2022*2745); for contract extension to reduce negative effects of drug use in Gunnison County; 7/01/2023 - 6/30/2024; $430,207
10. Approval for USDA Forest Service Modification of Grant or Agreement; for added funding to treat noxious and invasive plants along designated rights-of-ways; 6/01/2023 - 10/31/2023; up to $8,000

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present in the room for his report.

1. Sawtooth Affordable Housing, project update. CM Birnie stated that he had sent the commissioners a photo showing that all the units were now on site.
2. Whetstone Affordable Housing, project update. CM Birnie let the Board know that proposals had come in last Friday from the firms they had selected to advance in the selection process; coming up on the evening of May 10th would be the meeting for Whetstone developer presentations.
3. White River National Forest (WRNF) Protection Officer update. CM Birnie reported that, in a recent visit with the WRNF, they had changed their position on the summer funding needed for a forest protection officer. He explained that they had advised it would be too late at this point for Gunnison County to commit funding for this year; however, the WRNF did have some funding left over from previous years, and so they would utilize those funds for 2023 summer patrols. CM Birnie added that he and Assistant County Manager for Public Works Martin Schmidt would also be meeting with the WRNF next week, to go over some of the Lead King Loop stakeholder recommendations together.

   The Board and CM Birnie then discussed enforcement options for the summer, and the Board requested that Sheriff Murdie be asked to go over this with them during his next regular update, which was scheduled for the BOCC work session on May 9th.
4. Update on Highway 133. Commissioner Houck asked for an update on the Hwy 133 road conditions from CM Birnie, but as ACM Martin Schmidt was also present in the room, he came forward at the Board's request to give an update on a developing sinkhole on Hwy 133, located near Somerset, close to the line between Gunnison and Delta Counties. ACM Schmidt advised that, during a meeting with Colorado Department of Transportation (CDOT) the day before, CDOT had informed him that the road's condition with the sinkhole had stabilized; however, CDOT would be unable to repair the road until the Spring runoff subsided. At this point, they did not think that the highway would be closed. ACM Schmidt also reported that he believed all the emergency, mine and other relevant personnel in the area had been made aware of the situation.
5. Step back to revisit the Sawtooth Process. Commissioner Houck requested to go over the process for the Sawtooth project, now that the pre-made units had been delivered. CM Birnie explained that they were currently pouring foundations, and that the present weather was very good for this. Next, onsite carpentry would add garages. After they were in place, the new units would then be affixed to the top of the garages. Road work and sidewalks would come after. He further advised that there did not seem to be any roadblocks; the entire process should take 5 months to complete, versus the 18 to 24 months with conventional site-built units, and this timeline would fit very well with Gunnison's shorter building seasons. CM Birnie also highlighted that the construction process and energy-efficient materials used on the new units would make really nice homes.

   Commissioner Puckett Daniels asked about the rental details, and CM Birnie let her know that the rental process for these units was not set up just yet – they were currently working with Gunnison Valley Regional Housing Authority on the details, hoping that they will become the property management for this complex. He stated that it would be advertised as soon as they were ready for applications.

LOT CLUSTER; LOTS 9, 10 AND 11, CHAIR MOUNTAIN RANCH SUBDIVISION, FILING 2; CHAD AND DANIELLE WEABER; LUC-22-00063: Community Development Administrative Services Manager Beth Baker was present in the room for discussion and to answer any questions the Board might have.

ASM Baker briefly went over the lot cluster application with the Board, explaining that applicants Chad and Danielle Weaber would like to cluster three adjacent lots in Chair Mountain Ranch Subdivision. ASM Baker stated that the taxes were current and they had received approvals from the lender, HOA, and utility company.

With no concerns from the Board, it was **moved** by Commissioner Smith to approve the lot cluster agreement declaration for Lots 9, 10, and 11, LUC-22-00063, with the entire Board's signatures. Commissioner Puckett Daniels seconded. Motion carried unanimously.

DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING ATV, OHV, AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3: Assistant County Manager for Public Works Martin Schmidt was present in the room for discussion and to answer any questions the Board might have.

Chairperson Houck introduced the discussion, briefly going back over the history of previous Board discussions and noting that, by no longer having the open-ended resolution, it will force continued evaluation by the Board concerning decisions around County Road #3 near Marble – based on the best combined amount of evidence, information, and movement in the stakeholder process.

Commissioner Houck highlighted that the State of Colorado, from a legal standpoint, gave the County the authority to determine, through affirmative action as done in the past, whether OHV use will be allowed. He then went over the history of challenges regarding this portion of County Road #3, citing differences in the types of vehicles allowed within the Town of Marble and on the White River National Forest, and the challenges with parking for trailers along that portion of the road. He further noted that past-Commissioner Roland Mason had been an active member of the working group looking at these issues, and explained that Commissioner Puckett Daniels had now taken over that work and had consulted with Mr. Mason to get up to speed on the issues.

When asked if he had anything further to add, County Attorney Matt Hoyt reminded the Board that this would be a wholly discretionary decision by the Board, and possible actions to take would be: 1) to not act which would mean that OHVs are prohibited, or; 2) to act and then decide what action they would take – to allow OHVs and not have a resolution that expires, or to have a date that the resolution will expire. There was no statutory mandate on how they handled their decision on OHVs.

ACM Martin Schmidt provided a map by sharing on Zoom, and explained the roads, varying conditions, and current maintenance of County Road #3 in that area.

Commissioner Puckett Daniels, upon request, went over her knowledge of the working group meetings and noted that, though she had not been here to participate in all the stakeholder meetings, she had met with several of the participants. She then highlighted several points she felt that most of the working group could agree on, and requested more accurate information regarding enforcement from the Sheriff's Office and the Forest Service, and any decisions on parking for the upcoming summer season, as this would greatly impact what was put out for visitor education and management this year.

Commissioner Smith acknowledged how difficult the process has been for people, and noted that this was part of the reason why the Board had put a sunset on the resolutions. She cited some of the proposed solutions as being temporary, and urged those present to think of long-term solutions as they considered access to the Lead King Loop amenity. Acknowledging the participation and input of several different groups in the process, she also asked Marble's Town Administrator Ron Leach, attending remotely via Zoom, what kind of permitting was ready to be launched for a proposed 12 parking spaces. Mr. Leach advised that the system would not be ready to go for this summer.

Commissioner Puckett Daniels requested that ACM Martin Schmidt go over what land is available for parking at or near the base of Daniel's Hill. ACM Schmidt shared the area map again and pointed out a 60-foot right-of-way that runs along County Road 3, as well as areas that could have trees and vegetation removed, possibly putting down gravel or hardened surface for more parking. He noted that he believed they had gotten direction in December 2022 from the stakeholder group on this, and were also looking at moving signage as suggested. He noted that this could not yet be worked on because of lingering winter conditions in the area, but ACM Schmidt explained that he did now have a new full-time staff person in the area who was eager to devote time to these projects.

Chairperson Houck invited Kevin Warner, District Ranger with the White River Nation Forest (WRNF), to speak. Ranger Warner, attending remotely via Zoom, stated that his read of the recommendations fell in line with what ACM Schmidt had just gone over. He also noted that the Forest Service could possibly develop trailhead parking to the south of the road itself, but explained that the stakeholder group had advised that they did not want to see parking in that location at this time, so they were not moving forward with that plan.

The Board then discussed for several minutes various topics, including: issues with exemption of County Road #3; any ability for permitted parking; the location of an open ditch in an area where parking could exist; and overall concerns with traffic, noise and dust.

After these discussions, Chairperson Houck made two recommendations: 1) to hear from the Sheriff during the next BOCC work session, regarding patrol capacity in that area for this summer, and: 2) to revisit the stakeholder report and take another look over everything. He further added that he wanted to reach out to past-Commissioner Roland Mason and gain his perspectives, noting also that the Town of Marble had a limited capacity on what was possible for them to do all at one time.

Commissioners Smith and Puckett Daniels gave their support for this plan, and after thanking all the people attending the discussion, in the room or remotely, the Board agreed to park the discussion for that day, and address it again at a later meeting.

County Attorney Hoyt clarified for those listening that this meant the use of OHVs would continue to be prohibited on this section of County Road 3 for now.

CHANGE OF AGENDA - BREAK: Chairperson Houck called for a recess in the meeting from 9:27 am to 9:32 am

UNSCHEDULED PUBLIC COMMENT: There was no one present in the room or via Zoom who wished to make a comment.

COMMISSIONER ITEMS:

Commissioner Houck

1. Traveled to several meetings last week. Commissioner Houck reported that he had thoroughly enjoyed spending time last week in Marble, Somerset, and Paonia.

   Commissioner Houck traveled to Marble for the community kickoff of a stakeholder group looking at long-term protections for the Crystal River, noting that the attendance had been outstanding, with 44 registered to attend, but 138 actually in attendance. He added that there will be subcommittees developed from those in attendance who signed up.

   From there, Commissioner Houck traveled to Somerset and stopped by the county's shop located there, to meet the new operator now working in that district. Commissioner Houck also noted that there was quite a bit of rock coming down on Hwy 133, along with the issues of the river undercutting the highway near Somerset.
2. Legislative session to be done on Monday, May 8th. Commissioner Houck reminded the Board members that there would be a lot to watch in this last legislative week, highlighting that they needed to be diligent in seeing that the legislative ideas being proposed were of benefit to Gunnison County.
3. Attended the contractor's meeting last Wednesday, April 26th. Commissioner Houck stated that the meeting had been very well attended, and thanked Assistant County Manager for Community and Economic Development Cathie Pagano and her staff for their excellent job of walking attendees through all the different items.

   Commissioner Houck further noted that he had taken time to specifically address the wildland fire codes – wanting the group to understand that the BOCC understands the changes needed for significantly lowering fire risk in light of the long-term changes brought by drought, and that the county has made a commitment to managing these codes. Further, he emphasized that Gunnison County, by being progressive with their fire codes, would not only see a large reduction in fire risk, but would also have a much better chance of not being swept into projected, generalized state-wide coding.
4. Another meeting while in the North Fork area. Commissioner Houck added a meeting that he had attended while in the North Fork area, stating that he had also met with John Whitney and Hilary Henry from Senator Bennet's office, looking at draft language for the Gunnison Outdoor Resources Protection (GORP) bill. The meeting also included Delta County Administrator Robbie LeValley and Delta County Board of County Commissioners Chair Don Suppes.
5. Appreciation for Earth Day. Commissioner Houck stated that he had gone to the Earth day event held on Friday, April 21st at the Fairgrounds. He thanked Human Resources and CM Birnie for the effort put in to make the gathering such a successful event.
6. May 1st marks the end of many seasonal road closures. Commissioner Houck reminded those present that May 1st marked the end of most seasonal road closures to recreational opportunities, adding that he had taken his bike and checked out the east side of Signal Peak and found the road to be in good shape.

Commission Laura Puckett Daniels

1. Thanks to Human Resources staff Lauren Trautz and Hailey Bingman, Fairgrounds and Facilities employees, and Assistant to the CM Katherine Haase for their work in hosting the County Earth Day celebrations. Commissioner Puckett Daniels thanked staff for their work and reported that it had been a very nice community event. She had been able to meet new faces, check out several different booths, and also pick up poppy seeds.
2. Introductory call with Grand Mesa - Uncompahgre - Gunnison (GMUG) National Forest Supervisor Chad Stewart. Commissioner Puckett Daniels stated that it had been good to get to talk to the Forest Supervisor, in light of the upcoming GMUG draft forest plan discussions. She also noted that she had discovered Supervisor Stewart came from a wildland fire fighting background, and that it had been good to have a conversation with him regarding reasons for the various fire codes on wild lands.
3. Attended part of the Colorado Counties Inc (CCI) steering committee meeting in person last week. Commissioner Puckett Daniels stated that she had been able to sit in for the morning session, and had found it very interesting to hear the dialogue around the room. She reported that there had been no big surprises on the bills and amendments at that point, but had needed to leave before the big issues of the day came up later in the afternoon. She further noted that overall, she felt CCI had been online with where the county's stances were at.
4. Attended an International Council for Local Environmental Initiatives Conference (ICLEI) in Denver last week. Commissioner Puckett Daniels outlined that she and Assistant County Manager for Operations & Sustainability John Cattles had spent most of last week attending the ICLEI conference. She noted the ICLEI tag line had been "local communities for sustainability" and observed that it had been extremely interesting to learn what communities of a variety of different sizes are doing in regards to their policies for climate adaptation and mitigation.
5. Also attended the Cities Summit of the Americas (CSOA) in Denver last week. Commissioner Puckett Daniels explained that after the first conference, they also attended this second summit hosted by the State Department, with attendees from all over the North, Central, and South Americas, as well as the Caribbean. She reported that mayors, sustainability directors, government officials, and those who are working with climate change in their communities convened to promote regional

cooperation and to address shared challenges. Commissioner Puckett Daniels also observed that she was able to see how this collective impact could make a big difference over time.

Commissioner Smith

1. Reminder that it is MetRec election day. Commissioner Smith reminded everyone listening that there were three seats open with five candidates. Locations to vote were the Fred Field House at the Fairgrounds, and the Queen of All Saints Parish Hall in Crested Butte.
2. Attended an Air Command meeting yesterday, May 1st. Commissioner Smith highlighted a report regarding FAA flight approach changes for United which had been presented at the meeting. These changes would require pilot training and should dramatically reduce visibility requirements while increasing landing completions. The changes are scheduled to go into effect on June 2nd.
3. Attended a couple of meetings related to cheatgrass in the last two weeks. Commissioner Smith explained that one meeting was the monthly subcommittee meeting, and she informed all present that cheatgrass pull day was set for June 10th; she would get all the details out to those present.

   Her second meeting had consisted of a great conversation with various partners visiting the greenhouse on Western Colorado University's campus. The greenhouse is owned by the Forest Service, and Commissioner Smith noted that they were looking at the significant potential for several stakeholders to be able to buy in. Commissioner Smith further reported that one unfortunate discovery had been asbestos in the piping that goes to the campus greenhouse; because of this, they were now looking at both the possibility of mitigation for the asbestos, as well as for building a new greenhouse instead. Funding sources and other greenhouse locations were also being considered.
4. Stakeholder meeting being held that afternoon. Commissioner Smith outlined that this meeting would revisit last year's application for a Colorado Parks and Wildlife (CPW) Human-Bear Conflict Mitigation grant. Commissioner Smith explained that the past application had mainly been turned down because of the large number of applications compared to what CPW had to give out. She expressed hope for new submission, and noted in particular that the bear-proof dumpsters which could then be installed would also greatly help to reduce the draw to ravens, whose depredation of Gunnison Basin Sage-grouse nests they sought to lessen.
5. Attended an 8-hour retreat last Saturday, April 22nd. Commissioner Smith revealed that the retreat had been with the Rural Welcoming Initiative Site Team, which was now appropriately renamed the Gunnison Cultural Connection. She outlined that, at the retreat, they had clarified goals based on past conversations and interactions within the community.

   Commissioner Smith identified one of their key emerging goals as the empowering of a group of leaders reflective of the local immigrant communities. She felt there would be funding available to support this type of effort, through the anonymous grant given to the Hispanic Affairs Project – to facilitate more local welcoming work efforts.
6. The retreat had been great timing as they headed next to the April 26-28 Welcoming Interactive in San Jose, CA. Commissioner Smith reported that the Interactive had been extremely effective, with some very concrete information given – that she was still processing through. She briefly outlined all the topics that had been covered in the materials from the Interactive.

   Commissioner Smith added her appreciation that both Community Health Manager Margaret Walker and Multicultural Coordinator Yazmin Molina had been able to attend, and revealed that one of the highlights of the conference had been when Gunnison (along with only the host city, San Jose) had been invited to give a presentation to the Welcoming America Board of Directors on what their local site team has been able to accomplish. Afterwards, several members of the Board had approached Commissioner Smith to let her know they had been blown away by the prolific, integrated collaboration between stakeholders and government entities.

   Commissioner Smith let CM Birnie know that she would be sharing some of the Welcoming America materials with him, as they might be very beneficial to consider in the county's strategic planning.
7. Land Use and Property Taxes legislation. Commissioner Smith observed that legislation for land use and property taxes were presently "in the spin cycle," with several proposed amendments. She requested, as they were under a quick turn-around in timeline here at the end of the session, that the Board all take a look at the proposals and get back to the organizations with anything they have concerns about. CA Hoyt also advised that there had been several bills regarding meeting laws and transparency that, while well-intentioned by their sponsors, would be detrimental to smaller local governments lacking the staffing and technology required for administering them.

Commission Houck then gave a brief reminder that there was an important Mt. Emmons Exchange Open House on Wednesday afternoon (May 3rd) from 3:30 - 6:00 pm in Mt. Crested Butte, being hosted by the Forest Service, Towns of Crested Butte and Mt. Crested Butte and the County. He added that both he, on behalf of the Board, and Crested Butte Mayor Ian Billick would be giving opening comments.

RECESS: Chairperson Houck recessed the meeting from 10:09 am until 11:43 am, in order to hold the below executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. SEC. 24-6-402(4)(B) CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR

GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO TYZZER V. GUNNISON COUNTY, COLORADO COURT OF APPEALS NO. 22CA0681, GUNNISON COUNTY DISTRICT COURT NO. 2021CV30017: Chairperson Houck **moved** to go into Executive Session, pursuant to C.R.S. sec. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to Tyzzer v. Gunnison County, Colorado Court of Appeals No. 22CA0681, Gunnison County District Court No. 2021CV30017. The participants in the Executive Session would be Commissioner Houck, Commissioner Smith, Commissioner Puckett Daniels, County Manager Matthew Birnie, County Attorney Matthew Hoyt, and Assistant County Manager for Community and Economic Development Cathie Pagano. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. Commissioner Smith seconded. Motion carried unanimously.

The Board went into executive session at 10:10 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Jonathan Houck, Chairperson
Gunnison County Board of Commissioners

At 11:43 am, it was **moved** by Chairperson Houck to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Puckett Daniels seconded the motion. Motion carried unanimously.

Chairperson Houck then gave direction to CA Hoyt, on behalf of the Board, that they would not at this time pursue a further appeal in this specific case. He explained that this decision had multiple factors for consideration which included cost, time, likeliness of success, community impact and priorities, and allocation of limited county resources. The Board was disappointed with the outcome, but they had decided to not make a further appeal and would abide by the court's decision in this case.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners regular meeting at 11:44 am.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: May 16, 2023 Regular Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review, a draft of the May 16, 2023 BOCC regular meeting minutes

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:
Legally sufficient. SO 6/2/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 6/2/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 6/6/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING MINUTES
May 16, 2023

The May 16, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson [REMOTE]	Matthew Birnie, County Manager
Liz Smith, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Laura Puckett Daniels, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

CALL TO ORDER: Acting Chair Liz Smith called the meeting to order at 8:30 am. She noted for the record that Commissioner Houck would be attending remotely via Zoom, as he was currently at the National Association of Counties (NACo) Western Interstate Region Conference in Utah. Commissioner Houck also advised the Board that he would only be available until approximately 9:15 am; at that point, he would need to sign off and join one of the programs at the conference.

AGENDA REVIEW: No changes were needed to the agenda.

SCHEDULING: There were no changes needed to the schedule.

CONSENT AGENDA:

Moved by Commissioner Puckett Daniels, seconded by Commissioner Houck, to approve the consent agenda. Motion carried unanimously.

1. Approval for Colorado Department of Public Health and Environment Contract Amendment #6, 2024*0088; Health and Human Services; for updating Public Health contract documents and requirements for this contract term; 7/01/2023 - 6/30/2024; $46,346
2. Approval for Charter Operating Agreement and Lease of Airport Facilities; Delux Public Charter LLC dba JSX; Gunnison-Crested Butte Regional Airport; for operation of charter service; 5/01/2023 - 9/30/2023 and 11/01/2023 - 4/30/2024; Landing Fees $2.72/1,000 lbs of weight, and $420/mo for leased space
3. Approval for Town of Crested Butte & County of Gunnison Cost Sharing Agreement; TischlerBise planning consulting firm; for preparation of a fiscal impact analysis of annexing land outside of the Town of Crested Butte; payment by the County within 60 days of the execution of this agreement; $22,555
4. Acceptance of Appointment; Perry Solheim as Gunnison County representative to the Gunnison Valley Regional Housing Authority Board
5. Approval for Colorado Department of Health Care Policy and Financing; Health and Human Services Contract; for Colorado Dental Health Care Program for Low-Income Seniors; 7/01/2023 - 6/30/2024; $21,400
6. Approval for the Great Outdoors Colorado (GOCO) Trust Fund Grant Agreement; for the Gunnison County STOR Committee Stewardship Program; $300,000
7. Approval for Colorado Department of Public Health and Environment Contract Amendment #1 2023*2302; Health and Human Services; to fix administrative errors and add a term to fund reduction in cancer health disparities; 6/30/2023 - 6/29/2024; $10,900
8. Approval for Colorado Department of Public Health and Environment Task Order 2024*0293; Health and Human Services; support for the state's Child Fatality Prevention System; 7/01/2023 - 6/30/2024; $10,000
9. Approval for Amendment No. 5 to Community Integration Agreement MR229959; Health and Human Services; United HealthCare Services, Inc; for Care Coordination language edits and setting of budget and payment dates in 2023; effective date of signing - 12/31/2023; $33,000

DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING ATV, OHV, AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3: Assistant County Manager for Public Works Martin Schmidt and Public Works Operation Manager Sparky Casebolt were present in the room for discussion and to answer any questions the Board might have. White River National Forest District Ranger Kevin Warner also attended remotely via Zoom.

ACM Schmidt began by stating that he had read and tried to answer any questions the Board had concerning recent correspondence received from Marble area residents. He also advised that Public Works had a meeting scheduled with the Forest Service to discuss moving forward with some of the stakeholder group recommendations; however, they would not be acting on anything large-scale at this time. He further advised that County Road #3 would be treated on Wednesday with magnesium chloride, and they would also work on repairing a washout located at the top of Daniel's Hill.

Commissioner Smith asked Commissioner Houck for his questions and comments. He stated that, for the process of fact finding and gathering input, he had felt it was important to have the exemption in effect through the end of 2022. Ultimately, his goal was for the County along with its partners, to get to a durable,

long-term solution that will manage the use. Further, he noted that his goal was not to keep County Road #3 open indefinitely, but to be respectful of the stakeholder process and continue to work through that. Commissioner Houck expressed his belief that there were opportunities for the County, the Town of Marble and the Forest Services to work together to improve the management of recreation in that area. After going through all the recent comments that were received, he was now in favor of passing a resolution that would sunset again at the end of this year. Commissioner Houck emphasized that it was important for all the work from the stakeholder group to not grind to a standstill, but to continuing working toward solutions. At the end of the year, they should again get all partners together to discuss where they were at in the process.

Commissioner Puckett Daniels was next asked for her comments. She began by reminding those present that, as a new commissioner, she had needed to do a lot of catch-up, and at this point she could see there was no "silver bullet." Commissioner Puckett Daniels wanted to acknowledge the impacts of increased ATV use in the area, while at the same time knowing that there were locals who travel this road regularly with their ATVs. She cited one of the main draws to the Lead King Loop as the Crystal Mill site, which was actually on private land, and stated that if the Forest Service and the Town of Marble did not wish to ban ATV use on their land, then this was not up to the County to do so. Commissioner Puckett Daniels stated that she would also support a resolution which allowed all the partners to work on the stakeholder recommendations through this year, calling attention to the needs for adequate parking and enforcement as key to controlling the amount of traffic in that area.

Acting Chair Smith stated that she believed in the consensus-based stakeholder process which they had started. She noted that, from the very beginning, she was not interested in signing off on another exemption on County Road #3 without hope for permanent solutions. In listening to many residents of the area, she recognized this was a delicate balancing act, where solutions will not please all parties involved. For the mill site parking, she stated that there were covenants which restrict that type of parking and it could only be a temporary solution at best – if this was to be the only solution, Commissioner Smith was not interested in exempting County Road #3. She further noted that Commissioner Puckett Daniels' fresh perspectives will be of benefit in the process, and a conversation with District Ranger Kevin Warner had helped clarify for her what longer-term solutions might be possible. Commissioner Smith closed her comments by explaining that if the Town of Marble decides they do not wish to be an ATV-centered community, then she feels the County should support that decision. She also agreed with working for one more year on solutions so that the stakeholder recommendation process could continue.

Moved by Commissioner Houck to approve Resolution 2023-12, A Resolution Further Extending Resolution No. 21-12 and Authorizing ATV, OHV and UTV Use on a Certain Portion of County Road #3 Until December 31, 2023. Seconded by Commissioner Puckett Daniels. Motion carried unanimously.

Acting Chair Smith thanked all those in Marble, the stakeholders and partners, as well as County staff, who continued to stay involved in the process. Commissioner Houck highlighted the work and outreach done by Commissioner Puckett Daniels to catch up on the issues. He reminded those present that the Commissioners would be continuing to work on more permanent solutions with the recommendations from their stakeholder group and partners in mind. Commissioner Puckett Daniels acknowledged the hard work that the Town of Marble was doing towards education and outreach as well, and noted that this day was not the finish line, by any means.

COUNTY MANAGER'S REPORTS: County Manager Matthew Birnie was present in the room to give his reports and to answer any questions the commissioners might have.

1. Full day of interviews last Thursday, May 11th. CM Birnie let the Board know that interviews held last Thursday had been for the applicants for Whetstone development partners. He stated that he had been very pleased with the quality of the proposals received, and that they were now in the process of working through all the details.
2. **Approval for an Out-of-Cycle Search; Sustainable Tourism and Outdoor Recreation (STOR) At-Large Vacancy**. CM Birnie explained that STOR At-large member Matt Reed was resigning from the STOR committee. CM Birnie advised that the commissioners did have the discretion to do an out-of-cycle appointment, and STOR bylaws indicated that an open position should be filled sooner than later. He also suggested adding any other Boards and Commissions openings to that search, should they go ahead with one. After a brief discussion among the commissioners, they directed that staff go ahead with the out-of-cycle search process, and also re-notify past STOR applicants of the vacancy.
3. Outline and clarification of the Whetstone process. Commissioner Puckett Daniels asked what the next steps for staff were in the Whetstone development process. CM Birnie let the Board know that they were not eliminating any of the prospective development partners at this point; the applications were all strong, and due diligence to checking references, pouring over proformas, and consulting with outside experts was currently being done. He added that the timeline would probably be a couple of weeks.

CONSUMER PRICE INDEX (CPI) ADJUSTMENTS; A RESOLUTION ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN INDUSTRIAL PARK: Assistant County Manager for Public Works Martin Schmidt was present in the room to help explain the need for the ground rent adjustment. He outlined briefly that this rent had not been adjusted for several years and was based on a "per acre per year" formula. Commissioner Puckett Daniels asked why leasehold #2 did not have a rent included for it, and was informed by retired Deputy County Manager Marlene Crosby, also present in the

room, that this area was located across from the County's Public Works shop and was kept back for county use.

With no further questions from the Board, Commissioner Houck **moved** to approve Resolution 2023-13, A Resolution Adjusting Ground Rent for Use of Premises at the Gold Basin Industrial Park, as outlined in the resolution itself. Commissioner Puckett Daniels seconded. Motion carried unanimously.

CORRESPONDENCE; BOCC LETTER OF SUPPORT REQUEST FROM COLORADO ASSOCIATION OF SKI TOWNS (CAST); FOR THE AFFORDABILITY AND FAIRNESS FOR MOUNTAIN COMMUNITIES ACT: Acting Chair Smith introduced a Letter of Support for the Affordability and Fairness for Mountain Communities Act which had been brought forward by Congressman Neguse. CM Birnie explained that the Act addressed a need for an adjusted Area Median Income (AMI) in mountain communities. This would help areas like Gunnison County with broader eligibility, as well as increased access to federal funding for the county's affordable housing projects. The Board expressed their support for this, and CM Birnie noted that they had not yet drafted a letter, but it could be put together by staff and then acknowledged at a future meeting.

Moved by Commissioner Houck that they offer the support of the full Board of County Commissioners from Gunnison County to support the request as presented that morning, and to authorize staff to draft that letter and use the full Board's signature stamps in order to get it out. The Board will ratify the letter at a future date. Commissioner Puckett Daniels seconded. Motion carried unanimously.

FUNDING FOR CRYSTAL RIVER PROTECTIONS; STAKEHOLDER PROCESS: Commissioner Puckett Daniels explained that past-Commissioner Roland Mason had started working with this stakeholder group who wished to look at not only the Wild & Scenic designation, but other possible protections for the Crystal River. She gave a brief history of the group, stating that a Request for Proposal went out in the Fall of 2022 for a consultant to facilitate the stakeholder process. They have since hired that consultant and had a Kickoff meeting recently. She advised that they are wanting a financial commitment; Pitkin County and the Colorado River District have both made a commitment. She informed the Board that the initial ask had been for $20,000, but she had informed them that the very maximum might be $10,000. When she asked what past-Commissioner Mason had given them as an amount, she was informed by Commissioners Smith and Houck that he had mentioned around $2,000.

The Board then discussed for several minutes concerns including: the total amounts needed by the group; county priorities; what could be contributed at this time; "pay to play" concerns; commitment to staying in the process; and what amount they would like to contribute.

After this discussion, Commissioner Puckett Daniels then moved to allocate $2,500 of the commissioners' discretionary funds towards the Crystal River stakeholder process. Seconded by Commissioner Houck. Motion carried unanimously.

NO LONGER IN ATTENDANCE: At 9:15 am, Commissioner Houck signed off remotely, as he wished to join a tour of the Red Cliffs Desert Reserve, a habitat conservation project which had been designed to protect an endangered species, the desert tortoise. He was interested in finding how they use that habitat conservation tool, with further conservation efforts for the Gunnison Basin Sage-grouse in mind.

UNSCHEDULED PUBLIC COMMENT:

1. Jason Rusby, business owner in Marble, Colorado. Jason wished to talk about the numbers for a petition he had circulated online. He advised that he had gone over the list of 124 names gathered and found that 55 of those were property owners in Gunnison County. Mr. Rusby further stated that he was glad the commissioners were talking about the Lead King Loop stakeholders group recommendations and expressed hope that "the powers that be" will keep working on these recommendations. He noted that he was glad that the resolution had passed so that he could continue his ATV/UTV rental business in Marble. Mr. Rusby stated that his family has been in the area since the 1870s, and he has operated his rental business very responsibly for his neighbors for 15 years. He added that he also liked what the Town of Marble was doing with the parking and in education for visitors, and noted that visitor numbers were down now to pre-COVID numbers, which has made it more pleasant for the community. He thanked the commissioners for their time and for passing the resolution.
2. Teri Havens, Marble, Colorado resident. Teri added a comment and question on the online Zoom Chat box, "It has been pointed out repeatedly that there is a major safety issue regarding OHV/ trailer parking/staging on County Road 3 (specifically at the base of Daniels Hill). This will likely get worse if the Town limits parking at the Mill Site. The residents who live in this area have requested that the BOCC prohibit trailer parking/staging in this area. Has the BOCC acknowledged this request?"

   Commissioner Smith answered that her hope is that they will not continue to have parking for OHV/ATV use at the Mill Site; instead, she hopes that they will be able to find a more permanent parking solution – possibly a more permanent parking lot so that vehicles can get more safely up and down to the trailhead.

   Commissioner Puckett Daniels added that one of the stakeholder recommendations was to do some improved parking at the base of Daniel's Hill. This is intended for passenger vehicles, with a turnaround for trucks and trailers. Further, she stated that she believed it was important that,

wherever they have parking, that it be regulated; another stakeholder recommendation that she wanted to pursue was a reservation system and what that would look like.

COMMISSIONER ITEMS:

Commissioner Smith

1. Meeting with CDOT yesterday. Commissioner Smith reported that she had been able to attend a CDOT meeting to view the sinkhole on Hwy 133 near Somerset. CDOT had invited several to come and see the damage and meet with them on Monday, May 15th. Commissioner Smith listed several of those in attendance as: Colorado State Representatives Marc Catlin and Matt Soper, Senator Perry Will, Delta County Commissioner Don Suppes, and CDOT Executive Director Lew, Jason Smith and other CDOT staff.

   Commissioner Smith observed that the sinkhole had enlarged significantly from the initial photos she had seen. A debris clog from upstream had suddenly come loose and moved into the sinkhole area, causing it to now take up the entire section across the road. She further noted that a CDOT private procurement process for a temporary bridge was to end that day, and that CDOT had been able to move fairly quickly to secure a two-way traffic temporary bridge. In the meantime, they were using a work-around side road on private property that CDOT had been granted access to, in order to shuttle around 180 residents back and forth. The area was currently stable, but Commissioner Smith stated that they were keeping an eye on it 24/7, as another dry sinkhole had shown up, smaller in diameter but over 20 feet deep. Engineers were also checking to see how far the entire instability reaches, and CDOT believed that the water levels had now stabilized.

   Commissioner Smith added her appreciation for CDOT's willingness to look this over with the group, and informed the Board that CDOT Director Lew had invited the county to contact her if they run into more connectivity issues, in light of the continuing travel delays due to the Hwy 50 Little Blue project, and now the Hwy 133 sinkhole severely impeding travel. Commissioner Smith also let those present know that she had pictures of the area for those who would like to see them.
2. Attended a public meeting hosted by Western Colorado University, regarding the Thompson Divide Mineral Withdrawal. Commissioner Smith stated that she had stayed for both sessions – one at 5:30 pm and one at 6:30 pm – in order to hear people's questions and talk to residents. She expressed optimism for the administrative withdrawal which could cease mineral extraction for up to 20 years.

   County Attorney Matt Hoyt added that he appreciated the Town of Crested Butte having a representative there to ask questions, to continue to press the federal agencies to afford the county cooperating agency status, so that they have the ability to make comments as a partnering government agency. CA Hoyt felt it was important for them to continue to press for this status, and further noted that the county is a cooperating agency in the related Mt Emmons land exchange process.
3. Attended the Whetstone development interview presentations last Thursday, May 11th. Commissioner Smith highlighted that it had been great to see five diverse and, on the whole, impressive presentations; she appreciated each group's different visions for the property.
4. Attended the Gunnison Country Chamber of Commerce's Business Summer Forecast meeting, held at the I Bar Ranch. Commissioner Smith noted several from the community who were also there, including TAPP and Mountain Roots, and highlighted that there had been great information and the ability to connect with several groups. She thanked the Chamber for doing a great job of hosting and putting the event together.
5. Notice that Welcoming Week is scheduled for September 8th - 17th. Commissioner Smith wanted to give notice of the dates to those present, and then added that she felt a contribution from the BOCC discretionary fund would be great for this event, letting the Board know that there would probably be a request to come, if they were supportive. She highlighted how successful the week of events had been last year, and stated she was heartened to see the direction the group was heading into, by its consolidation of efforts and continuing to build trust with the area's immigrant population.
6. Attended the Grass Roots Consortium last week. Commissioner Smith explained that Dusty Sylvanson, a local former builder of straw and timber, was able to present on some of the recovery work he is now doing in the community, which was an alternative to the 12-step program.
7. Southwest Colorado Opioid Regional Council (SWCORC) update. Commissioner Smith advised that she was working on letting local service providers know about SWCORC funds which will be made available shortly. She also reported that, at their June meeting, SWCORC will be selecting an individual or an organization as facilitator, and cited both Representative Rose Pugliese, who has facilitator expertise in this process, and the Mesa County United Way organization as two interesting models being considered. Commissioner Smith stated she would be glad to have this appointment made so they could get work underway within our communities.
8. Attended the RTA meeting last Friday, May 12th. Commissioner Smith let the Board know that they did have to make the decision to return $2.5 million of congressional delegated spending funds which Senator Hickenlooper's office had offered for a transit center located by the recreation center. She explained that there had not really been enough time to get a location approved; the

funds had really been more for a shovel-ready project. Commissioner Smith noted that she felt it was unfortunate, but could still see a transit center as essential for our community, and stated that they will continue to do outreach to find an area which will receive community approval.

Commission Laura Puckett Daniels

1. Thanks to staff for putting together the Whetstone Developer presentations last week. Commissioner Puckett Daniels thanked staff and stated that she knew this was a "heavy lift" in their already full agendas, but she expressed her appreciation for their putting everything together and continuing to involve the public in a housing project which will hopefully meld seamlessly into its already existing community.
2. Attended a Gunnison Valley Regional Housing Authority (GVRHA) meeting last week. Commissioner Puckett Daniels reported that they had continued working on their strategic plan – making "tweaks" to language, and also adding to their short-term goals a monthly housing stakeholder meeting to be convened by Executive Director Andy Kadlec and the Housing Authority, for the execution of strategies outlined in the One Valley Resiliency Roadmap (OVRR).

   Commissioner Puckett Daniels advised that the GVRHA was still needing a part-time bookkeeper. She requested that they reach out to anyone they think might be interested in 15-20 hours per week of bookkeeping for a great organization.

   Commissioner Puckett Daniels informed the Board that inspections on Frontier Land Mobile Home Park began last week. Also, Director Kadlec was exploring creative sources for financing and funding of this project.

RECESS: Acting Chair Smith recessed the meeting from 9:42 am until 10:20 am, in order to hold the below executive session.

EXECUTIVE SESSION, PURSUANT TO C.R.S. SEC. 24-6-402(4)(B) CONFERENCE WITH THE COUNTY ATTORNEY, DEPUTY COUNTY ATTORNEY OR ASSISTANT COUNTY ATTORNEY FOR GUNNISON COUNTY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE RELATED TO GUNNISON COUNTY V. MILE 200, LLC, GUNNISON COUNTY DISTRICT COURT NO. 2009CV113: Acting Chair Smith **moved** to go into Executive Session, pursuant to pursuant to C.R.S. sec. 24-6-402(4)(b) conference with the County Attorney, Deputy County Attorney or Assistant County Attorney for Gunnison County, for the purpose of receiving legal advice related to Gunnison County v. Mile 200, LLC, Gunnison County District Court No. 2009CV113. The participants in the Executive Session would be Commissioner Smith, Commissioner Puckett Daniels (only two commissioners as Commissioner Houck was unable to be present), County Manager Matthew Birnie, County Attorney Matthew Hoyt, Assistant County Manager for Community and Economic Development Cathie Pagano, and Assistant County Manager for Public Works Martin Schmidt. Because any discussion in the executive session would be protected by attorney-client privilege, no contemporaneous record of the meeting would be kept. No decision would be made in the meeting and anything they decide would be announced or discussed in a public forum. Commissioner Puckett Daniels seconded. Motion carried.

The Board went into executive session at 9:43 am. The executive session was held in the BOCC Boardroom, and no contemporaneous records were kept. *Executive sessions of the Board of County Commissioners are conducted as per C.R.S, §24-6-402(4). This specific session was conducted as per §24-6-402 (4)(b).*

Attorney Statement Regarding Executive Session

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

Date: _____ _____

Matthew Hoyt
Gunnison County Attorney

Chairperson Statement Regarding Executive Session

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

Date: _____ _____

Liz Smith, Acting Chairperson
Gunnison County Board of Commissioners

At 10:20 am, it was **moved** by Commissioner Puckett Daniels to come out of executive session, affirming that the participants in the executive session remained consistent with those read into the record, and that they did stay on topic. Commissioner Smith seconded the motion. Motion carried.

In giving direction, Acting Chair Smith **moved** to approve the settlement agreement, in this case Gunnison County v. Mile 200, LLC, and the related documents, and authorize the signature of the Vice Chair. Commissioner Puckett Daniels seconded. Motion carried.

CA Matt Hoyt wished to add for the record that all the parties to the settlement agreement will need to execute it so that the case is done officially. He stated that he would report back to the Board and staff on that status, and he did anticipate that this will happen.

ADJOURN: Acting Chair Smith **moved** to adjourn the Gunnison County Board of County Commissioners regular meeting. Commissioner Puckett Daniels seconded. Motion carried. The meeting was adjourned at 10:23 am.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

GUNNISON COUNTY BOARD OF COMMISSIONERS TEXT INCLUSION INTO MINUTES

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023-12

A RESOLUTION FURTHER EXTENDING RESOLUTION NO. 21-12 AND AUTHORIZING ATV, OHV AND UTV USE ON A CERTAIN PORTION OF COUNTY ROAD #3 UNTIL DECEMBER 31, 2023

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

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

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

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

WHEREAS, on May 18, 2021, the Board adopted Resolution No. 21-12, providing that use of ATVs, OHVs and UTVs shall be and hereby is authorized on that certain portion of County Road #3 a/k/a Marble

Road, beginning at the municipal limits of the Town of Marble at Beaver Lake to the bottom of that area known as "Daniel's Hill", otherwise described as the intersection of Forest Service Roads 314 and 315; and

WHEREAS, by its express terms, Resolution No. 21-12 was set to expire on December 31, 2021; and

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

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

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

WHEREAS, the Board desires for the aforementioned process to continue for the time being so that the Board may fully analyze and address that process and the efforts surrounding that process; and

WHEREAS, on December 21, 2021, the Board adopted Resolution No. 21-44, temporarily extending Resolution No. 21-12 until January 4, 2022; and

WHEREAS, on January 4, 2022, the Board adopted Resolution No. 22-1, which further extended Resolution No. 21-12 until May 3, 2022; and

WHEREAS, on May 3, 2022, the Board adopted Resolution No. 22-20, extending Resolution No. 21-12 until January 3, 2023; and

WHEREAS, in light of the foregoing considerations and to afford the full Board an opportunity to consider the issues surrounding OHV use on County Road 3, the Board desires to further extend Resolution No. 21-12; and

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

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

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

WHEREAS, the Board desires to clarify its longstanding intent to continue to permit use of ATVs, OHVs and UTVs to the top of Daniels Hill, at least during the term of this and previous Resolutions enacted by the Board; and

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

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

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

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

1. Resolution No. 21-12, A Resolution Repealing Resolution No. 18-14 and Approving Use of ATV's, OHV's and UTV's on a Segment of County Road #3 recorded in the records of the Office of the Clerk and Recorder of Gunnison County, Colorado on May 18, 2021, shall be and hereby is amended to be in full force and effect until midnight Mountain Time December 31, 2023, as which point both that Resolution and this one shall expire and no longer remain in effect, unless extended by further Resolution of this Board; and

2. Subject to Paragraph 1 above, the use of ATVs, OHVs and UTVs is and shall be authorized on that certain portion of County Road #3 a/k/a Marble Road, beginning at the town limits of the Town of Marble at Beaver Lake to the top of that area known as "Daniel's Hill", a distance of approximately 1.5 miles, and otherwise described as the intersection of Forest Service Roads 314 and 315 until midnight Mountain Time December 31, 2023.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 16th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
RESOLUTION NO. 2023-13

A RESOLUTION ADJUSTING GROUND RENT FOR USE OF PREMISES AT THE GOLD BASIN INDUSTRIAL PARK

WHEREAS, the Board of County Commissioners of Gunnison County, Colorado owns and operates the Gold Basin Industrial Park located in the County of Gunnison, State of Colorado and as legally described

as 38.79 acres in NE4NW4. Section 11 49N1W #499861 and portions of 21.28 acres in SE4SW4. Section 2 49N1W #499861; and

WHEREAS, the Board of County Commissioners wants to adjust the ground rental rate where such an adjustment is not precluded by a current written lease; and

WHEREAS, the Board of County Commissioners is taking this action in order to better fund the operation and maintenance of the Gold Basin Industrial Park; and

WHEREAS, the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers, as published by the United State Department of Labor Bureau of Labor Statistics, for 2022 was $281.845, a 8.01% increase from 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gunnison County, Colorado that effective on April 1, 2023:

1. The ground rental rate shall be in the amount of $3.380.70 per annum per acre of premises occupied.
2. Premises occupied will be rounded to the nearest thousandth of an acre (x.xxx acres).

BE IT FURTHER RESOLVED THAT these rates shall remain in effect until changed by resolution by the Board of County Commissioners.

INTRODUCED by Commissioner Houck, seconded by Commissioner Puckett Daniels, and adopted this 16th day of May, 2023.

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY

Houck – yes; Smith – yes; Puckett Daniels – yes

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Minutes: May 23, 2023 Special Meeting

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

For your review, a draft of the 5/23 BOCC special meeting minutes.

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: 6/2/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 1

Agenda Date: 6/6/2023

Revised April 2015

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
May 23, 2023

The May 23, 2023 meeting was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson	Matthew Birnie, County Manager
Liz Smith, Vice-Chairperson	Melanie Bollig, Deputy County Clerk
Laura Puckett Daniels, Commissioner	Others Present as Listed in Text

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

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

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

With no questions from the Board and nothing to highlight from the Treasurer, it was **moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels, to accept the Treasurer's Report and authorize the chair's signature. Motion carried unanimously.

VOUCHERS AND TRANSFERS: Chief Financial Officer Perry Solheim was present in the room to answer any questions the Board might have.

1. **May 2023 Accounts Payable Report. Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the May 2023 vouchers in the amount of $4,788,951.68. Motion carried unanimously.
2. **March 2023 Purchase Card Report.**
3. **April 2023 Cash Transfer Report. Moved** by Commissioner Smith, seconded by Commissioner Puckett Daniels to approve the April 2023 cash transfer in the amount of $5,113,870.33. Motion carried unanimously.

   Chief Financial Officer Perry Solheim briefly advised the Board regarding upcoming activity on the financial reports. He noted that, with RTA having new buses coming in and the large Sawtooth building project currently in process, the Board could expect to see some larger amounts. He invited the commissioners to feel free to reach out about any of these large amounts as they review the reports.
4. **Sales Tax - LMD Reports.** Commissioner Smith highlighted the decline in numbers of visitors seen in recent TAPP reports, as well as a slight decrease in prices. Commissioner Houck added that the lingering winter cold has caused trails to remain closed, which could also have some impact on the numbers. He further noted that it will be interesting to look at what is happening even later with June and July reports. CFO Perry Solheim added that the cold may also be a factor in the lower numbers reported in building materials. He predicted that, based on the large number of building permit applications, these numbers should go up with the warmer weather.

ADJOURN: Chairperson Houck adjourned the Gunnison County Board of County Commissioners Special Meeting at 8:36 am.

_____
Jonathan Houck, Chairperson

_____
Liz Smith, Vice-Chairperson

_____
Laura Puckett Daniels, Commissioner

Minutes Prepared By:

_____
Melanie Bollig, Deputy County Clerk

Attest:

_____
Kathy Simillion, County Clerk

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Profes

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 3/15/2023 **Term Ends:** **Grant Contract #:**

Summary:

The County has been performing this survey in odd-numbered years since 2009.

Fiscal Impact: $20,600

Submitted by: Katherine Haase **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\psolheim Discharge Date: 3/14/2023

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

Comments:
Legally sufficient. SO 5/25/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/25/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/25/2023

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

Agenda Date: 6/6/2023

Revised April 2015

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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") made effective the 25th day of May, by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia Avenue, Gunnison, Colorado ("Gunnison County") and Policy Confluence, Inc., a Delaware corporation , whose address is 8001 Terrace Avenue Suite 201, Middleton, WI 53562 ("Contractor").

AGREEMENT

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. SERVICES.

The Contractor shall provide professional services as set forth in the Scope of Work attached hereto and incorporated herein by reference as Appendix "A ("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 continue in effect for a term of twenty-four (24) months , unless sooner terminated or replaced as provided in this Agreement.

3. STRATEGIC RESULT.

Execution of this Agreement will assist the County with its Deliver High Quality 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 Twenty Thousand and Six Hundred dollars and No/100 U. S. Dollars ($20,600) ("Compensation"). Payment shall be made by Gunnison County to Contractor within forty-five (45) days of receipt of an invoice. If the County objects to any invoices submitted by Contractor, the County will so advise Contractor

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in writing giving the reason within fourteen (14) days of receipt of such invoice. If the County fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the County, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

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.

Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth in this Paragraph after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation, but the County's failure to do so shall not affect the termination of this agreement. Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

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). By way of

example only, a general liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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). By way of example only, an automobile policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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). By way of example only, a professional liability policy with a $1 million per-occurrence and $2 million aggregate limit complies with this provision.

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 versus 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

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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 parties hereto understand and agree that the County, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Four Hundred Twenty-Four Thousand Dollars ($424,000) for any injury to one person in any single occurrence, and One Million One Hundred Ninety-Five Thousand Dollars ($1,195,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Four Hundred Twenty-Four Thousand Dollars ($424,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the County, its officers or employees.

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 an INDEPENDENT CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the Services and, particularly, in complying with those laws concerning the environment, workers' compensation, immigration, safety and health, state labor and materials, and equal employment opportunity.

7. TAXES, LICENSES, PERMITS AND REGULATIONS.

Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary to provide the Services, unless otherwise specified by the County in writing.

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The County is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the County is exempt shall not be included in the Compensation. The County shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption.

8. 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 acts, failure to act, 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 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.

Any term included in this Agreement that requires the County to indemnify or hold Contractor harmless; requires the County to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.

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

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

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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. PANDEMICS.

The Contractor shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Contractor is expected to implement any such changes necessary to comply with such orders. Failure to abide by such requirements may result in termination of the Agreement.

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. The Contractor shall be solely liable and responsible for any loss due to any term of this Agreement declared to be void or unenforceable by a court of competent jurisdiction.

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. Liability for claims for injuries to persons or property arising from the negligence of the County, 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 Agreement 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 or any other law or rule limiting the liability of the County in relation to this Agreement.

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.

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14. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon fifteen (15) calendar 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 Contractor 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.

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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 Covid-19, 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

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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: Policy Confluence, Inc., a Delaware Corporation
8001 Terrace Avenue, Suite 201
Middleton, WI 53562

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; PERSONALLY IDENTIFIABLE INFORMATION.

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.

If the Contractor or any of its Subcontractors will or may receive personally identifiable information ("PII") under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the County, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Contractor incurs a data breach whereby it is reasonably believed that

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any of County's PII either could have been, or was compromised, then Contractor shall immediately notify the County in writing and shall abide by C.R.S. § 24-73-101 *et seq*. Contractor shall be liable for any resulting damages to County or third parties as the result of any such data breach.

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., C.R.S. § 24-72-201 *et seq.*

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: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

CONTRACTOR

DocuSigned by:
2B0AEA8C50FC4EB...

By: _____

VP of Customer Experience

Its: _____

APPENDIX A

Policy Confluence, Inc.
Services Agreement

THIS POLCO SERVICES Agreement (the "**Order Form**") is entered into and made effective as of May 25, 2023 ("**Effective Date**") by and between Policy Confluence, Inc., a Delaware corporation ("**Polco**" or "**Company**"), and Gunnison County, Colorado, ("**Customer**" "**you**" or "**your**"). Polco and Customer may be referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**."

Agreement - This is a binding agreement by Customer to purchase Polco's Services as set forth in the table below and further defined in this agreement.. Each of the Services are governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the "**Enterprise Terms**" found at [https://info.polco.us/enterprise-terms]) and the Website Terms of Use (the "**Website Terms**" found at https://info.polco.us/eula) (each a "**Supplement**," and collectively with this Order Form, the "**Agreement**").

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

Customer Information:	
Customer Name:	Gunnison County
Address:	200 E. Virginia
Contact:	Katherine Haase
Phone:	(970)641-7601
E-mail:	KHaase@gunnisoncounty.org

Training and Support - Your subscription includes access to the Services and Polco Materials as described below, which includes training materials, as well as access to technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

Privacy Policy - You acknowledge that you have read and understand Polco's Privacy Policy (the "**Privacy Policy**" found at https://info.polco.us/privacy).

Initial Term Starting: March 15, 2023 **Initial Term Ending:** March 14, 2025 The Initial Term of this Agreement shall be for a period of twenty four (24) months from the Effective Date, unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. The term of this Agreement will renew automatically at the end of the Initial Term for a duration of 24 months and shall continue to do so unless or until you provide a Termination Notice to Polco for such applicable Renewal Term.

Fees - The Fees for your Initial Term are outlined below. All Fees are for annual terms (from the commencement of this Agreement) unless otherwise noted.

Fee Type	Name	Fee
Software Service Subscription	Polco Performance Plan- The National Community Survey 2023	$17,000/2-years
Subscription	½ Page of Custom Questions	$1,800/2-years
Subscription	The NCS - Online Custom Benchmark Comparisons	$1,800/2-years
		Total: $20,600/2-years

Polco reserves the right to modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Renewal Term, and the applicable Fees in this Order Form will be deemed amended accordingly. Any such increases shall not to exceed 7% per Renewal Term. You will receive standard updates to the Services that are made generally available by Polco during the Term. However, Polco reserves the right to offer additional functionality or premium feature improvements for an additional cost.

Billing - Payment for the Fees as outlined must be made within the Initial Term of the Agreement. If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state. Your Implementation shall be suspended if Fees for your Initial Term are not received in a timely fashion, and your Account shall be suspended and inaccessible if such Fees are not received within 30 days of the invoice due date.

Fees for Renewal Terms shall be invoiced at the start date of the Renewal Term, and shall be due within thirty (30) days the start date of the Renewal Term unless otherwise agreed upon. Your

subscription shall be deemed terminated if Fees for a Renewal Term are not received within thirty (30) days following the start date of the Renewal Term.

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

Compliance with data protection laws - Each Party will comply with any applicable data protection and privacy laws and applicable to such Party's performance of its obligations under or in connection with this Agreement ("**Data Protection Laws**"). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

Miscellaneous.

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receives an automatic response or other indication that the email account is not being monitored).

To Polco: 8001 Terrace Avenue, #201 Middleton, WI 53562 alex@polco.us Alex Pedersen, Chief Financial Officer	To Customer: 200 E. Virginia Gunnison, CO 81230 KHaase@gunnisoncounty.org Katherine Haase, Assistant to the County Manager

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments hereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §

7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method is legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

	POLICY CONFLUENCE, INC.
	By: Name: Title:

	Gunnison County
	By: Name: Title:

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of County Manager's Approval to Submi

Action Requested: Other Approve Grant Amendment

Parties to the Agreement: US Fish and Wildlife

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

Summary:

Expanding Cheatgrass grant

Fiscal Impact: $227,068

Submitted by: Perry Solheim **Submitter's Email Address:** psolheim@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: 5/17/2023

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

Comments:
Legally sufficient. SO 5/22/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/22/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/25/2023

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

Agenda Date: 6/6/2023

Revised April 2015

Table Of Contents

Applicant:	GUNNISON, COUNTY OF
Application Number:	FWS-ES2023006073
Project Title:	Gunnison Basin Cheatgrass implementation Project
Status:	Submitted (Post Award)

It appears that all attachments in the application have been processed correctly. Please review the uploads to ensure the full contents of all attached files display as expected. Not all file types may accurately print to PDF.

Online Forms

Additional Information to be Submitted

1. SF-424A Budget Information - Non-Construction

2. SF-424 Application for Federal Assistance (Version 4.0)

3. Updated Budget Narrative - FOR AMENDMENTS ONLY

   - (Upload #1): Budget narrative

   - (Upload #0): Narrative

   - (Upload #0): Abstract

4. Updated Program Narrative - FOR AMENDMENTS ONLY

   - (Upload #0): Budget narrative

   - (Upload #2): Narrative

   - (Upload #3): Abstract

5. NICRA

   •(Comments): NA

Note: Upload document(s) printed in order after online forms.

Disclosures

It appears that all attachments in the application have been processed correctly. Please review the uploads to ensure the full contents of all attached files display as expected. Not all file types may accurately print to PDF.

OMB Approval No. 4040-0006
Expiration Date: 02/28/2025

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Recovery-Endangered Spe	15.657			$227,068.00		$227,068.00
2. Recovery-Endangered Spe						
3. Recovery-Endangered Spe						
4. Recovery-Endangered Spe						
5. Totals				$227,068.00		$227,068.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	(1) Recovery-Endangered Spec	(2) Recovery-Endangered Spec	(3) ngered Species Conservatio	(4) gered Species Conservati	(5)
a. Personnel	$170,725.45				$170,725.45
b. Fringe Benefits					
c. Travel	$19,650.00				$19,650.00
d. Equipment	$16,050.00				$16,050.00
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges *(sum of 6a-6h)*	$206,425.45				$206,425.45
j. Indirect Charges	$20,642.55				$20,642.55
k. TOTALS *(sum of 6i and 6j)*	$227,068.00				$227,068.00
7. Program Income					

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8 Recovery-Endangered Species Conservation – Recovery IF				
9. Recovery-Endangered Species Conservation – Recovery IF				
10. Recovery-Endangered Species Conservation – Recovery IF				
11. Recovery-Endangered Species Conservation – Recovery IF				
12. TOTAL *(sum of lines 8-11)*				

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$227,068.00	$56,767.00	$56,767.00	$56,767.00	$56,767.00
14. Non-Federal					
15. TOTAL *(sum of lines 13 and 14)*	$227,068.00	$56,767.00	$56,767.00	$56,767.00	$56,767.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Recovery-Endangered Species Conservation – Recovery IF				
17. Recovery-Endangered Species Conservation – Recovery IF				
18. Recovery-Endangered Species Conservation – Recovery IF				
19. Recovery-Endangered Species Conservation – Recovery IF				
20. TOTAL *(sum of lines 16-19)*				

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:
206425.45

22. Indirect Charges:
20642.55

23. Remarks: Dc Minimus rate of 10%

Authorized for Local Reproduction

OMB Number: 4040-0004

Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

Version 04

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
○ Preapplication	○ New	Increase Award
◉ Application	○ Continuation	* Other (Specify)
○ Changed/Corrected Application	◉ Revision	

* 3. Date Received:	4. Applicant Identifier:
05/17/2023	

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:
	F22AP02878

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	GUNNISON, COUNTY OF

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. UEI:
1846000770A2	NSN9FAGKEDJ9

d. Address:

* Street1:	200 E VIRGINIA AVE
Street2:	
* City:	GUNNISON
County:	
* State:	Colorado
Province:	
* Country:	UNITED STATES
* Zip / Postal Code:	81230-2248

e. Organizational Unit:

Department Name:	
Division Name:	

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Jody
Middle Name:			
* Last Name:	Wise		
Suffix:			

Title:	
Organizational Affiliation:	Gunnison County

* Telephone Number:	9706417679	Fax Number:	
* Email:	jwise@gunnisoncounty.org		

Application for Federal Assistance SF-424 Version 04

9. Type of Applicant 1: Select Applicant Type:

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

DOI-US Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.657

CFDA Title:

Endangered Species Conservation – Recovery Implementation Funds

*** 12. Funding Opportunity Number:**

Not Applicable

* Title:

Not Applicable

13. Competition Identification Number:

Not Applicable

Title:

Not Applicable

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Gunnison Basin Cheatgrass implementation Project

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 04

16. Congressional Districts Of:

* a. Applicant: 03
* b. Program/Project: 03

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 08/01/2022
* b. End Date: 08/01/2025

18. Estimated Funding ($):

* a. Federal	227068
* b. Applicant	0
* c. State	0
* d. Local	0
* e. Other	0
* f. Program Income	0
* g. TOTAL	227068

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ○ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ○ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ◉ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

○ Yes ◉ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

◉ **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Ms.
* First Name:	Jody
Middle Name:	
* Last Name:	Wise
Suffix:	
* Title:	Accountant
* Telephone Number:	9706417679
Fax Number:	
* Email:	jwise@gunnisoncounty.org
* Signature of Authorized Representative:	Ms. Jody Wise
* Date Signed:	05/17/2023

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*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

Upload #1

Applicant:	GUNNISON, COUNTY OF
Application Number:	FWS-ES2023006073
Project Title:	Gunnison Basin Cheatgrass implementation Project
Status:	Submitted (Post Award)
Document Title:	Budget narrative

Gunnison Basin Cheatgrass Budget Proposal FY23:

Personnel:

Item	Description	Cost
Invasives Strike Team	*Contract Bidding Conservation Crew (EX: Western Colorado Conservation Corps)*	$170,725.45

Fringe Benefits: N/A

Travel:

Item	Description	Cost
Cheatgrass Coordinator Mileage Reimbursement	*$0.655/mile x estimated 10,000 miles x 3 years*	$19,650

Equipment:

Item	Description	Cost
50-gal Water Tank	*Truck bed tank for herbicide use by Cheatgrass Coordinator*	$300
24-gal Spill/Utility Tray	*For Cheatgrass Coordinator Use*	$100
Backpack Sprayers	*4 x $100; For Cheatgrass Coordinator Use*	$400
Personal Protective Equipment	*Miscellaneous PPE (gloves, goggles, layering, etc.)*	$250
Native Seed Pallet	*Native seed to restore treated areas*	$10,000
Education & Outreach Events	*Garbage bags, gloves, facility rental, informative materials, event permitting, miscellaneous items*	$5,000

Supplies: N/A

Contractual: N/A

Construction: N/A

Other: N/A

Total Direct Charges: $206,425.45

Indirect Costs:

Gunnison County incurs a 10% de minimus for their direct, non-contracted efforts.

Administration	*De minimus Indirect cost rate of 10% funded FY22*	$ 20,642.55

Total FY23 Budget: $227,068

Upload #2

Applicant:	GUNNISON, COUNTY OF
Application Number:	FWS-ES2023006073
Project Title:	Gunnison Basin Cheatgrass implementation Project
Status:	Submitted (Post Award)
Document Title:	Narrative

Project Narrative

Project title: Gunnison Basin Cheatgrass and Wet Meadow Implementation Project 2023 (Cheatgrass Portion)

Description of entity(ies) undertaking the project:

1. **Bird Conservancy of the Rockies (BCR) Chris Latimer, Research Director:** development of cheatgrass removal prioritization map as well as liaison Open Range Consulting and project partners **Lauren Connell, Stewardship Director:** supervision and oversight of Marcella Tarantino, BCR Senior Wildlife Biologist in Gunnison **Marcella Tarantino, BCR-NRCS, Senior Private Lands Wildlife Biologist:** provide technical assistance to all partners re: cheatgrass control efforts.
2. **USFS: Darren Long Gunnison Wildlife Biologist and Matt Vasquez, GMUG Wildlife and Fish Program Manager:** conduct ground-truthing of mapping effort within the Red Creek area of Gunnison. Provide cheatgrass technical assistance to coordinate cross-boundary treatments on private near FS land.
3. **BLM: Kathy Brodhead, Gunnison Field Office Wildlife Biologist** and **Brian Stevens, Gunnison Field Office Fuels Specialist:** Coordinate private lands projects with on-going federal projects. Assist in imagery collection for mapping by identifying phenology times within the basin.
4. **USFWS: PFW program: Brandon Miller, Partners for Fish and Wildlife Biologist:** Provide technical assistance to the cheatgrass coordinator to improve private lands treatment, restoration, and monitoring efforts.
5. **Gunnison Conservation District: Aleshia Rummel, District Technician:** Provide technical assistance by engaging Gunnison County in technical decision making for cheatgrass treatment efforts on private lands.
6. **Jessica Young, Western Colorado University, Professor:** Coordinate multiple faculty and students for these efforts. Assist with research, education, and field work.
7. **Pat Magee, Sisk-a-dee (Non-profit), Board of Directors:** Implement cheatgrass eradication efforts using a diverse toolkit of education, coordination, and local leadership.
8. **Colorado Parks and Wildlife: Kathy Griffin, Sage-grouse Coordinator and Nathan Seward, Conservation Biologist:** Leader in cheatgrass treatment efforts through direct contribution of funding and time. Provide technical assistance on mapping prioritization and the development of a Cheatgrass Treatment and Monitoring Plan.
9. **Gunnison Basin Sage-grouse Strategic Committee:** GBSGSC will serve as the collaborative body to hold discussion and make management decisions regarding cheatgrass treatment efforts.
10. **Elizabeth Smith, Gunnison County, County Commissioner:** The county will house the cheatgrass coordinator position and provide the county weed and pest division support for material purchasing and placement for the on-the-ground efforts.
11. **NRCS: Daniel Olson, Gunnison Resource Conservationist and Allison Hearne Area 1 Wildlife Biologist:** Provide technical assistance to cheatgrass project coordination. NRCS will also connect the cheatgrass coordinator to further funding through NRCS programs.

12. **NPS: Theresa Childers, Curecanti National Recreation Area, Wildlife Biologist:** Provide technical assistance to cheatgrass projects and coordinate cross-boundary actions with private land neighboring NPS land.
13. **Gunnison County Stockgrowers' Association: Greg Peterson:** Advocate for private land involvement in planning of cheatgrass projects. Greg will be an essential partner in ensuring the collaboration between agencies and landowners.
14. **High Country Conservation Advocates (HCCA), Matt Reed, Public Lands Director:** HCCA has a long-standing relationship with the Basin's community and will serve as a powerful liaison between agencies and the public.
15. **Gunnison Trails: Tim Kugler, Executive Director:** non-profit partner to lead education efforts for public using public lands. Collaborate in community events such as cheatgrass pull days.

Statement of need: Cheatgrass has risen in priority risk in the Basin: mapping, treating, and restoring is essential to prevent habitat conversion and maintain the ecological integrity of the sagebrush biome. Accurate maps that identify where an invasive species occurs is the first step in taking management action. Thus, funding will support extensive efforts to map, at high spatial resolution (0.5 m), cheatgrass invasion within the Basin, as well as sagebrush, perennial grass bare ground, and conifer cover. The cheatgrass map deliverable will be analyzed by Bird Conservancy of the Rockies (BCR) to determine strategic locations for efficient, cost-effective treatment and restoration efforts based on sagebrush-obligate species utilization, perennial grass cover, locally identified priorities, and spatial analysis. The prioritization map will be leveraged by Gunnison County's cheatgrass coordinator, who will create a three-year treatment plan and monitoring protocol for the Basin. Funding will also support the success of the cheatgrass coordinator position to begin on-the-ground efforts, prioritizing private land treatments in proximity to federal lands being treated simultaneously. The BLM, USFS, NRCS, and CPW will provide technical assistance to the coordinator so that cross-boundary treatments are conducted to meaningfully target, treat, and restore at-risk and rangeland/converted sagebrush. Monitoring and research of the efforts will be further supported by our partnership with Western Colorado University through graduate student research, and community and non-profit technical assistance will further improve the collaborative engagement of the project.

Collectively, our project outcomes will protect and enhance existing, intact sagebrush and restore wet meadows, two critical habitats for the federally threatened Gunnison Sage-grouse and sagebrush-obligated and associated species. Collaborative, cross-jurisdictional partnerships will leverage the USFWS' investment to deliver a strategic approach of restoration and invasive annual grass treatment across private, federal, and tribal land in the Basin. Monitoring efforts will evaluate the return on investment and help guide approaches to replicate successes in other occupied areas for the Gunnison Sage-grouse. This proactive, strategic approach will prevent further invasion of cheatgrass before detrimental habitat conversion can occur and will serve to further bolster collaborative, locally led conservation initiatives.

Existing Project objectives:

Goal 1 (FY22): *Determine cheatgrass abundance and location within the Basin.* Contract Open Range Consulting to deliver high-resolution (0.5 m) raster of cheatgrass, sagebrush, perennial

grass, bare ground, and conifer cover that will inform spatial prioritization/decision-support maps.

Goal 2 (FY22): *Prioritize areas for herbicide treatment to ensure the best return on investment.* In Fall 2022, BCR will identify local priorities with partners (ex: Gunnison Sage-grouse active leks, big game winter rage, sagebrush-obligate songbird abundance, % sagebrush cover, % perennial grass cover, recreation access, sensitive waterways, etc.). Output will be a list of co-variates to be used in model prioritization, provided to USFWS by January 31, 2023. BCR will utilize stakeholder-driven priorities to develop a decision-support map using systematic conservation planning tools and software. Output will be spatially explicit maps of treatment areas (polygons) that maximize stakeholder priorities while minimizing treatment cost.

Goal 3 (FY23): *Implement cheatgrass treatments.* Host multiple planning meetings in spring 2024 with cheatgrass coordinator, cheatgrass strike team and local stakeholders to review outcomes of BCR prioritization modeling and create phased approach for herbicide treatment through a Gunnison Basin Cheatgrass Treatment Plan. Conduct cross-jurisdictional herbicide treatment of cheatgrass occurring from June – November 2024 to 2026 through a combination of contractors, agency workforce, and Western Colorado Conservation Corps or similar. Funding for chemical, cheatgrass coordinator, and strike teams will support the estimated treatment of up to 1,000 acres with the potential for the chemical to support further efforts. These early planning efforts will support even more acreage treated, well into the future, beyond the duration of this funding.

Goal 4 (FY23): *Monitor outcomes of cheatgrass treatments.* Establish baseline measurements in 2022 and repeat measurements post-treatment 2024-2026 with assistance from stakeholders, and provide summary, data interpretation, and preliminary results. Monitoring will use the best available science on how to collect relevant measures of cheatgrass density and abundance. Determine future best practices for herbicide use based on results, land use, and stakeholder input.

Goal 5 (FY23): *Share success with partners to replicate outcomes in new geographies and research and collaborate to improve efforts.* Host and organize quarterly meetings for stakeholders to discuss next steps, priorities, and accomplishments. Prepare a progress report available to stakeholders at meetings such as the Gunnison Basin Sage-grouse Strategic Committee and Technical Subcommittee meetings, Gunnison Basin Weed Commission, and other relevant meetings. Coordinate with other county governments on weed treatment and road maintenance schedules to form an integrated approach. Graduate student research will update best science for cheatgrass treatment and further add to on-the-ground efforts in the Basin.

Activities and Timeline:

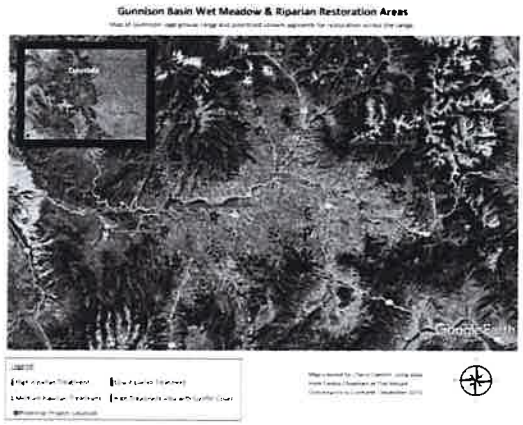
Deliverable	Task	Expected Year	FY Funded By
Cheatgrass Mapping & Prioritization Project	Contract Open Range Consulting for aerial imagery & classification	**2022 - 2023**	**FY22**
	Contract BCR for prioritization modelling	**2022 - 2023**	**FY22**
	Hire cheatgrass coordinator	**2022**	**FY22**

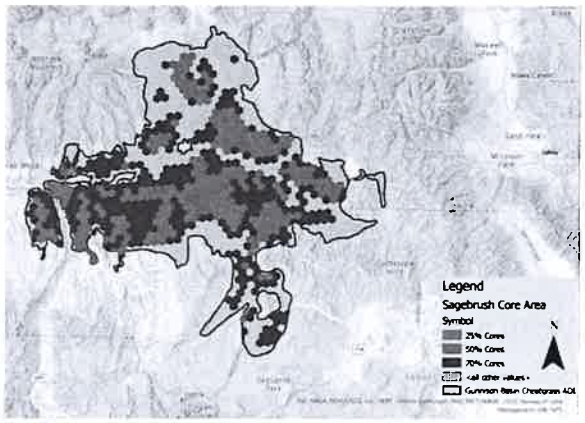
Cheatgrass Treatment & Monitoring Plan Development and Execution	Develop monitoring plan and collect pre-treatment data	**2022**	**FY22**
	Use Open Range Consulting map and BCR prioritization model to create treatment plan with partners	**2023**	**FY22**
	Purchase herbicide and associated supplies	**2023**	**FY23**
	Implement coordinated private land treatments	**2023 - 2025**	**FY23**
	Collect post-treatment data	**2024 - 2026**	**FY23**
Education & Outreach	Conduct community outreach to educate Gunnison Basin on cheatgrass spread and methods of control	**2023 - 2025**	**FY23**

Environmental compliance review requirements: An existing Programmatic Biological Opinion covers ESA for most invasive work on federal lands in Gunnison Basin. Currently, NEPA is in the works for Rejuvra usage on some federal lands—all herbicide used by the county will follow appropriate regulations and any herbicide purchased with funds from the grant will be used appropriately. An existing national BLM Environmental Impact Assessment is tiered to in multiple Gunnison BLM Environmental Analyses that cover invasive projects in the Basin. Material purchased through this funding will be used on private lands and follow all appropriate regulations.

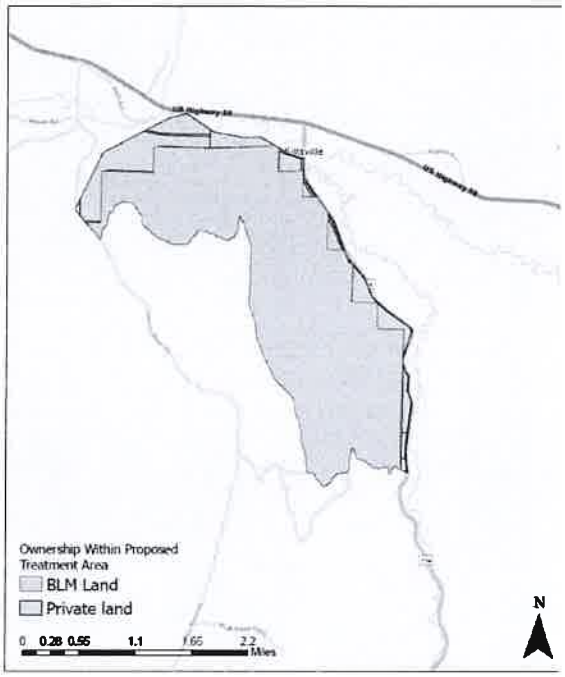
Key project personnel: see "Description of entities"

Project location: Gunnison Basin, Colorado





Proposed Cochetopa Canyon Treatment



Expected Deliverables: Implement treatments in high-priority areas from developed mapping tool and from local agency input including wildlife, fire, and rangeland departments. Treat about 150 acres per year for the next three years including private lands in Cochetopa Canyon, within the Tomichi Creek corridor, in the Steuben Creek area, in the Ohio Valley, in the 9 Mile Hill area, and in the Almont Triangle. Treatments will begin in Cochetopa Canyon (see map above) in the fall of 2023 where we anticipate treating about 100 acres of private land. We expect to see reductions in cheatgrass cover in these treatments and increases in cover of desirable native vegetation beneficial to wildlife habitat.

Upload #3

Applicant:	GUNNISON, COUNTY OF
Application Number:	FWS-ES2023006073
Project Title:	Gunnison Basin Cheatgrass implementation Project
Status:	Submitted (Post Award)
Document Title:	Abstract

Gunnison Basin Cheatgrass and Wet Meadow Implementation Project 2023
Project Abstract

This project will elevate the long-term efforts of the conservation community of the Gunnison Basin of Colorado to ensure that the eastern stronghold of North America's sagebrush biome is protected with strategic and collaborative conservation action. Project funding will support strategic efforts to deliver tangible outcomes of prioritized cheatgrass treatment and sagebrush restoration within the Gunnison Basin. This project seeks to significantly bolster the on-going efforts of the local conservation community by creating a mechanism to strategically treat cheatgrass while the Basin is in the early stages of invasion—thus ensuring greater likelihood of successful eradication. The project is highly collaborative, engaging federal, state, county, academic, and non-profit partners to take deliberate action to protect, maintain, and restore Gunnison Basin's sagebrush habitat through a two-pronged approach of wet meadow restoration and treatment of cheatgrass. Collectively, these partner-driven efforts will protect, enhance, and restore critical habitat for sagebrush-obligate wildlife while supporting compatible land use like livestock grazing, recreation, and ecotourism.

We will use high resolution, remotely sensed imagery to map the occurrence of cheatgrass within the Basin, as well as to inform locations for long-term wet meadow projects and gain crucial visual data on sagebrush, perennial grass bare ground, and conifer cover at high spatial resolution. Funding will expedite on-the-ground projects on private and tribal lands over the next three years. Post-treatment monitoring over three years will allow in-depth analysis of project and reproducibility in other locations. Project outcomes will engage Western Colorado University graduate students and support their research and efforts to further streamline and upscale wet meadow restoration. Further, funding will be dedicated to the outreach and volunteer efforts that Gunnison Basin proudly and successfully conducts to engage the community in both the wet meadow and cheatgrass projects with non-profit partners through low-tech structure construction and cheatgrass pulling.

The funding of this project is a pivotal moment for conservation in the Gunnison Basin and will allow USFWS to fully engage with the community as a partner. Beyond the direct impact and crucial acreage of these restoration efforts, this project symbolizes USFWS' commitment to supporting and uplifting our federal, tribal, state, county, non-profit, and academic partners in groundbreaking ways to support their decades of efforts to protect this essential sagebrush habitat.

Gunnison Basin Cheatgrass Implementation Project 2023

Subject: Required Statements for Financial Proposal/Project titled- "Gunnison Basin Cheatgrass Implementation Project 2023"

Indirect Cost Rate Statement:
We are a County Government. We will be using the 10% de minimus rate for indirect costs.

Overlap/Duplication Statement:
There is no overlap between the proposed project and any other active or anticipated projects in terms of activities, costs or time commitment of key personnel. Further, the proposal submitted for consideration under this program is not in any way duplicative of any proposal that was/will be submitted for funding consideration to any other potential funding source (Federal or non- Federal).

If you have any other additional questions or concerns with the above statements, please contact me directly.

Sincerely,

Recipient Signature: 

Recipient Name: Matthew Birnie, County Manager, Gunnison County

Recipient E-Mail: mbirnie@gunnisoncounty.org

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Employee Medical, Dental, Vision Plan

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 01/01/2023 **Term Ends:** **Grant Contract #:**

Summary:

Employee Medical Benefit Plan Amendment #4
Employee Dental and Vision Plan Amendment #2

Fiscal Impact: 0

Submitted by: Lauren Trautz **Submitter's Email Address:** ltrautz@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 5/16/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/16/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/16/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 6/6/2023

Revised April 2015

AMENDMENT #2

To Plan Document Dated September 1, 2017
and Restated January 1, 2020

GUNNISON COUNTY, COLORADO
EMPLOYEE DENTAL AND VISION PLAN

DENTAL AND VISION PLAN

The following changes to the Plan Document are effective July 1, 2022:

1. All references to "Group & Pension Administrators, Inc.," "Group & Pension Administrators, Inc. (GPA)," and "Group & Pension Administrators, LLC dba GPA" are deleted and replaced as follows:

   Imagine360 Administrators, LLC

2. General Information and Purpose, page 4, GPA Group Number is deleted and replaced as follows:

   Group Number
   H880141

In all other respects, the Plan Document remains unchanged.

Acknowledged by:

Gunnison County, Colorado:

By: _____

Printed Name: _____

Title: _____

Date: _____

AMENDMENT #4

To Plan Document Dated September 1, 2017
and Restated January 1, 2020

GUNNISON COUNTY, COLORADO
EMPLOYEE MEDICAL BENEFIT PLAN

COST PLUS PLAN

The following changes to the Plan Document are effective January 1, 2023:

1. All references to "Group & Pension Administrators, Inc.," "Group & Pension Administrators, Inc. (GPA)," and "Group & Pension Administrators, LLC dba GPA" are deleted and replaced as follows:

   Imagine360 Administrators, LLC

2. All references to "ELAP Services, LLC and/or ELAP are deleted and replaced with:

   Imagine360

3. General Information and Purpose, page 4, Utilization Review is deleted and replaced as follows:

   Utilization Review Department
   Imagine360 Administrators, LLC
   Park Central 8
   12770 Merit Drive, Suite 200
   Dallas, Texas 75251
   972-744-2486 ◆ 866-206-3224

4. General Information and Purpose, page 4, GPA Group Number is deleted and replaced as follows:

   Group Number
   H880141

5. Schedule of Benefits – Traditional Plan, page 20, Level I Benefits - Colonoscopy, is deleted and replaced as follows:

Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 45 or Family history of colon cancer with or without diagnosis.

6. Schedule of Benefits – Traditional Plan, page 26, UCM Digital Health, is deleted and replaced as follows:

Telehealth/Telemedicine Consultation (telephone or online – 24/7 unlimited access • Virtual Emergent and Urgent Care • Virtual Primary Care • Virtual Mental Health Services	100%; no Copay or Consultation fee 100% after $20 Copay Deductible waived 100% after $20 Copay Deductible waived	

7. Schedule of Benefits – Traditional Plan, page 27, item #13, Routine Colonoscopy, is deleted and replaced as follows:

13. *Routine/Diagnostic Colonoscopy (including polyp removal - beginning at age 45 with or without a diagnosis or Family history of colon cancer)

8. Schedule of Benefits – High Deductible Health Plan, page 30, Level I Benefits - Colonoscopy, is deleted and relaced as follows:

Colonoscopy (including polyp removal) (Routine or Diagnostic)	100% of Allowable Claim Limits Deductible waived	Benefit applies beginning at age 45 or Family history of colon cancer with or without diagnosis.

9. Schedule of Benefits – High Deductible Health Plan, page 35, UCM Digital Health, is deleted and replaced as follows:

Telehealth/Telemedicine Consultation (telephone or online – 24/7 unlimited access • Virtual Emergent and Urgent Care • Virtual Primary Care • Virtual Mental Health Services	$10 Consultation Fee Fee applies to satisfy PPO Deductible and PPO Annual Out-of-Pocket Maximum. 100% after PPO Deductible 100% after PPO Deductible	

10. Schedule of Benefits – High Deductible Health Plan, page 36, item #13, Routine Colonoscopy, is deleted and replaced as follows:

13. *Routine/Diagnostic Colonoscopy (including polyp removal - beginning at age 45 with or without a diagnosis or Family history of colon cancer)

11. All references to “GPA HW Cancer Care Program,” “HW Cancer Care Program” and “GPA’s HealthWatch department’s Cancer Care Program” are deleted and replaced as follows:

    Cancer Care Program

12. All references to “GPA’s HealthWatch department’s Cancer Care nurse” and “HW Cancer Care Program Nurse” are deleted and replaced as follows:

    Cancer Care Program nurse

13. All references to “memberservices@gpatpa.com” are deleted and replaced as follows:

    memberservices@imagine360.com

14. Coordination of Care, page 45, Coordination of Care Requirements, the first paragraph is deleted and replaced as follows:

    Contact the Utilization Review Department for Coordination of Care prior to receiving the following services:

15. The section entitled “GPA Nurse Navigator^{SM},” page 47, is deleted from the Plan Document in its entirety.

16. All remaining references to GPA Nurse Navigator^{SM} are deleted and replaced as follows:

    Imagine360 Member Services

17. All references to the phone number for GPA Nurse Navigator^{SM}, 800-843-6705, are deleted and replaced as follows:

    the number shown on your ID card

18. Major Medical Expense Benefits, page 55, Genetic Testing, is added as follows:

    Genetic Testing. The charges for genetic testing, if Medically Necessary and indicated under nationally accepted guidelines, and genetic testing as required under Preventive Services.

19. Major Medical Expense Benefits, page 59, Telehealth/Telemedicine Consultations, is added as follows:

    Telehealth/Telemedicine Consultations. The charges for a consultation (telephone or online) with a Physician and/or other Providers through the Plan’s telehealth/telemedicine vendor(s), to include Virtual Emergent and Urgent Care and Virtual Primary Care/Virtual Mental Health Services.

20. Major Medical Plan Exclusions and Limitations, page 60, Consultations Online/Telephone, is deleted and replaced as follows:

    Consultations (Online/Telephone). Charges for telephone or online consultations with a Physician and/or other Providers except for consultations through the Plan’s telehealth/telemedicine vendor(s).

21. Major Medical Expense Benefits, page 61, Genetic Testing, is deleted from the Plan Document.

22. Claim Review and Audit Program, page 75, item #2a, is deleted and replaced as follows:

    2. **Guidelines.** The following guidelines will be used when determining Allowable Claim Limits:

        a. Facilities. The Allowable Claim Limit for Claims by a Facility, including but not limited to, Hospitals, emergency and urgent care centers, rehabilitation and skilled nursing centers, and any other health care Facility, shall be the greater of (I) 112% of the Facility's most recent departmental cost ratio, reported to the Centers for Medicare and Medicaid Services ("CMS") and published in the American Hospital Directory as the "Medicare Cost Report" (the "CMS Cost Ratio"), or (II) the Medicare allowed amount for the services in the geographic area plus an additional 20%. The Allowable Claim Limit for (I) shall not exceed 250% of the federal non-commercial Medicare allowed amount, except for children's hospitals, which shall not exceed 350% of the federal non-commercial Medicare allowed amount. If insufficient information is available to identify either the Facility's most recent departmental cost ratio or the Medicare allowed amount, the Allowable Claim Limit shall be either (I) or (II) herein that can be identified.

23. Definitions, page 115, Directly Contracted Provider, is deleted and replaced as follows:

    A medical Provider, supplemental benefit provider, and/or supplemental network partner which has entered into a Direct Agreement with Imagine360, including any affiliates, or the Plan Sponsor to provide certain medical services to Covered Persons at agreed upon Allowable Claim Limits.

24. Definitions, page 132, Utilization Review (UR) Department is deleted and replaced as follows:

    Utilization Review Department: The Utilization Review Department provides consistent and measurable standards in which to evaluate and control health care utilization by determining appropriateness of care, setting and Medical Necessity. The department's role is to ensure the best use of health care services, eliminating unnecessary costs while maintaining consideration for the patient's best interests.

25. Definitions, new definitions are added to the Plan Document as follows:

    Virtual Emergent and Urgent Care: 24/7 on-demand care from a dedicated team of board-certified Providers, including emergency medicine trained Providers, Physician Assistants, and Nurse Practitioners, to treat common, yet urgent, conditions and to assist patients with healthcare needs delivered via virtual platform. Such services shall include, but shall not be limited to, taking of medical histories, examination of patients, development of care plans, prescription writing, and referrals. Examples of conditions treated include any non-life threatening emergency, Illness or Injury, an emergency related to acute or chronic conditions, upper respiratory infection, urinary tract infection, cough, sore throat, COVID-19, the flu, nausea, vomiting, diarrhea and dermatology.

    Virtual Mental Health Services: Virtual mental health services shall include evaluation, counseling, therapy, treatment, care management, triage, guidance, education and training services provide by mental health professionals to patients. Such services shall include, but not be limited to, taking mental health histories, triage and assessment of patients, counseling and care management, development of care plans and referrals and they may be either scheduled or unscheduled and delivered via virtual platform. Virtual mental health and substance abuse counseling will be confidential and provided either on-demand or scheduled with Masters and PhD level counselors. Virtual psychiatry evaluations by psychiatric Providers shall include, but not be limited to, diagnosis and treatment of mental health conditions, new prescriptions and maintenance medication refills.

    Virtual Primary Care: Scheduled appointments, including same day appointment availability, for wellness, preventative, routine and ongoing care from a team of primary care Providers. Virtual Primary Care services shall include, but not be limited to, taking of medical histories, examination of patients, development of care plans, performing annual physicals, ordering and interpretation of medical diagnostic tests and imaging, prescription writing, and referrals.

26. All remaining references to “GPA’s HealthWatch department” and to “HealthWatch” are deleted and replaced as follows:

    medical management

In all other respects, the Plan Document remains unchanged.

Acknowledged by:

Gunnison County, Colorado:

By: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Human Services

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: State Office of Behavioral Health and Gunnison County Sheriff's Office

Term Begins: July 1, 2023 **Term Ends:** **Grant Contract #:** G3700

Summary:

This is the Jail Based behavioral Services program for the Gunnison County Jail. this contract with the state for reimbursement of funds spent on the program.

Fiscal Impact: 164,500.00

Submitted by: Adam Murdie **Submitter's Email Address:** amurdie@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 5/31/2023

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

Comments:
Legally sufficient. SO 5/22/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/22/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2023

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

Agenda Date: 6/6/2023

Revised April 2015

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Behavioral Health Administration	**Original Contract Number** 23 IBEH 174456
Contractor Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department	**Amendment Contract Number** 24 IBEH 181957
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 $155,200.00 Extension Terms State Fiscal Year 2024 $164,500.00 Total for All State Fiscal Years $319,700.00	**Contract Performance Beginning Date** July 1, 2022 **Current Contract Expiration Date** June 30, 2024

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 Colorado for the use and benefit of Gunnison County Sheriff's Department _____ By: Mr. Johnathan Houck, County Commissioner Date: _____	Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director _____ By: , Behavioral Health Administration 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 / Toni Williamson

Amendment Effective Date:_____

1. PARTIES

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

2. TERMINOLOGY

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

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

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

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2023, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

In accordance with the provisions of this Contract and its exhibits and attachments, the Contractor shall provide substance abuse and mental health treatment in the Gunnison County jail.

The purpose of this amendment is to update and replace the following exhibits with the most current versions for Fiscal Year 2024 contract extension and renewal: Exhibit A-1, Statement of Work, the Exhibit B-1, Budget, the Exhibit E, Supplemental Provisions for Federal Awards, and the Exhibit F, SLFRF, Subrecipient Provisions Exhibit – CDHS.

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. REPLACE Exhibit A-1, Statement of Work with Exhibit A-2, Statement of Work, attached and incorporated by reference.

D. REPLACE Exhibit B-1, Budget with Exhibit B-2, Budget, attached and incorporated by reference.

E. REPLACE Exhibit E, Supplemental Provisions for Federal Awards with Exhibit E-1, Supplemental Provisions for Federal Awards, attached and incorporated by reference.

F. REPLACE Exhibit F, SLFRF, Subrecipient Provisions Exhibit – CDHS with Exhibit F-1, SLFRF, Subrecipient Provisions Exhibit -CDHS, attached and incorporated by reference.

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.

Exhibit A-2 - Statement of Work

Jail Based Behavioral Health Services (JBBS)

Definitions and Acronyms

The following list of terms shall be applied to this contract and Statement of Work, based on the services that are provided at each respective jails:

"Agonists" Opioid agonists such as methadone or buprenorphine are therapeutic drugs used for the management of opioid dependence. In clinical practice, they are used for opioid agonist maintenance therapy or withdrawal management. An agonist is a drug that activates certain receptors in the brain. Full agonist opioids activate the opioid receptors in the brain fully resulting in the full opioid effect.

"Antagonists" An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them. Antagonists cause no opioid effect and block full agonist opioids. Examples are naltrexone and naloxone.

"Behavioral Health Administration" The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs. The BHA was previously known as the Office of Behavioral Health (OBH).

"Bridges Program/Court Liaison" means an individual employed or contracted with the State Court Administrator's Office (SCAO) to implement and administer a program that identifies and dedicates local behavioral health professionals as court liaisons in each judicial district. These individuals are responsible for facilitating communication and collaboration between judicial and behavioral health systems. https://www.courts.state.co.us/Administration/Unit.cfm?Unit=bridgesThese

"Case Manager" assists in the planning, coordination, monitoring, and evaluation of services for a client with emphasis on quality of care, continuity of services, and cost-effectiveness

"Certified Addiction Specialist" - CAS (Formerly CAC II & III) requires a Bachelor's degree in a Behavioral Health specialty (Psychology, Social Work, Human Services). This does not include Criminal Justice, Sociology or Nursing. These individuals are approved to provide Clinical Supervision and consultation to individuals working towards CAT or CAS. 2,000 clinically supervised hours (1,000 direct clinical hours beyond the Technician). Must pass the NCAC II exam and Jurisprudence exam.

"Certified Addition Technician" - CAT (Formerly CAC I) requires 1000 hours of clinically supervised work hours (does not require DORA registration prior to the 1000 hours). Once these hours are met, the individual is not able to perform duties until the CAT is officially approved), in addition to passing the NCAC I Exam and passing the Jurisprudence Exam.

“Critical Incidents” means a critical incident is any significant event or condition that must be reported to the Department that is of public concern and/or has jeopardized the health, safety and/or welfare of individuals or staff.

“Forensic Navigators” are not case managers, clinicians, or involved in community supervision. The Navigators act as case coordinators, working to ensure that all internal and external stakeholders have access to up-to-date client information. In collaboration with stakeholders, the Navigators help to ensure that services are being delivered to clients in an appropriate and effective manner.

“LAC”, or Licensed Addiction Counselor, is a behavioral health clinician who can provide co-occurring services. Master's degree or higher in Substance Use Disorders/Addiction and/or related counseling subjects (social work, mental health counseling, marriage & family, psychology, medical doctor) from a regionally accredited institution of higher learning 3,000 clinically supervised hours (2,000 direct clinical hours). Must pass the MAC and jurisprudence exam. Designated providers of Clinical Supervision for all levels of certification and licensure, in the addiction’s profession.

“LCSW”, or Licensed Clinical Social Worker, is a social worker trained in psychotherapy who helps individuals deal with a variety of mental health and daily living problems to improve overall functioning.

“LMFT”, or Licensed Marriage and Family Therapist help couples and family members manage problems within their relationships.

“LPC”, or Licensed Professional Counselor, is a person engaged in the practice of counseling who holds a license as a licensed professional counselor issued under the provisions of the state of Colorado.

“Long Acting Injectable (LAI)” is an injectable medication that allows for the slow release of medicine into the blood. An LAI can last anywhere from 2-12 weeks, which helps to control symptoms of mental illness and / or substance use.

“Memorandum of Understanding”, or MOU, means a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

“Partial Agonists” Partial agonist opioids activate the opioid receptors in the brain, but to a much lesser degree than a full agonist. Buprenorphine is an example of a partial agonist. An antagonist is a drug that blocks opioids by attaching to the opioid receptors without activating them.

“Regional Accountable Entity” is responsible for building networks of providers, monitoring data and coordinating members’ physical and behavioral health care. RAEs replace and consolidate the administrative functions of Regional Care Collaborative Organizations (RCCOs) and Behavioral Health Organizations (BHOs).

“Screening Tools” are brief questionnaires or procedures that examine risk factors, mental health/trauma symptoms, or both to determine whether further, more in-

depth assessment is needed on a specific area of concern, such as mental health, trauma, or substance use.

Exhibits

A: Statement of Work - the narrative description of a project's work requirement. It defines project-specific activities, deliverables and timelines for the Contractor providing services.
B: Budget - outline of the projected cost/expenses of the project.
C: Miscellaneous Provisions - general contract provisions and requirements including standard conditions in contracts like payment procedures, audit thresholds, and recommended measures against contract violation.
D: HIPAA Business Associate Agreement /Qualified Service Organization Addendum - terms detailing required compliance with HIPAA and 42 C.F.R. Part 2 privacy regulations.
E. Supplemental Provisions for Federal Awards - provide guidelines on being considered a subrecipient and the federal requirements.
F. SLFRF, Subrecipient Provisions Exhibit - CDHS - provide information on the requirements established by the U.S. Department of treasury for use of the State and Local Fiscal Recovery Funds.

PART ONE - GENERAL PROVISIONS

Article 1
General Administration

1.1 Overall Goal. The overall goal of the JBBS program is to work towards improving the health outcomes of the individuals served.

1.2 Participation / Catchments. County Sheriffs may develop programs either individually, or as multiple Sheriff's Departments (otherwise known as a catchment), submitting a combined work plan. If services are provided to a catchment, the fiscal agent county (the county holding this primary Contract with BHA) shall enter into subcontracts with its catchment county Sheriff's Departments. BHA reserves the right to change the fiscal agent as necessary. Subcontracts entered into under this provision shall adhere to the requirements of **Exhibit C**, Miscellaneous Provisions, Section II.

1.3 Program Administrator. The Contractor shall select a JBBS Program Administrator, identify the positions' roles, responsibilities and authority, and develop a management plan that supports the JBBS Program Coordination Group. Any changes to the Program Administrator's' contact information shall be communicated via email to the Behavioral Health Administration within one business day of change to cdhs_jbbs@state.co.us

a. BHA prefers that a staff person from the Sheriff's Department assume the role of Program Administrator. The Program Administrator shall be well versed in the JBBS Program, including contractual requirements. The Program Administrator shall also attend JBBS Quarterly Meetings, and shall oversee the JBBS Program and its operations. The Program Administrator must also notify JBBS Program Manager(s) to any change in personnel. The Sheriff's Department is encouraged to account for this administrative position in their budget.

1.4 JBBS Program Coordination Group. The Contractor shall develop a process for implementing a Program Coordination Group within the facility, to guide and support the JBBS program. The Program Coordination Group shall meet on a regular and continual basis to ensure project implementation and goals are progressing. In addition to monthly check-ins, the JBBS Program Manager(s) will be available to attend periodic Program Coordination Group meetings for technical assistance, contract management, and support based on agency needs. BHA reserves the right to record JBBS meetings as necessary. The Program Coordination Group shall:

a. Oversee program implementation.

b. Make training recommendations.

c. Measure the program's progress toward achieving stated goals, using data provided by BHA program manager(s) to guide work.

-ensure program effectiveness and performance is measured by specific client-centered health outcomes and reflected in the data collected.

d. Resolve ongoing challenges to program effectiveness.

e. Inform agency leaders and other policymakers of program costs, developments, and progress.

f. Develop policies and protocols to ensure clinical staff have the resources and support required for service provision.

g. For JBBS Programs serving a catchment of counties, a Sheriff's Department representative from each county is required to participate in the JBBS Program Coordination Group.

h. Ensure the needs of all the jails in the catchment are being met by the resources and subcontracted service providers.

1.5 Subcontractors. The JBBS Program requires a subcontract, or an MOU be in place for any and all subcontractors. See **Exhibit C**, Miscellaneous Provisions, Section II for requirements regarding the use of subcontractors.

1.6 Audits. As a participant in the JBBS program, participation in regular audits will be required. Clinical and financial documentation shall be made available for onsite or virtual review by the Behavioral Health Administration, in addition the location(s) where treatment services are being provided.

1.6 The Contractor may serve individuals who are awaiting Medicaid approval or other funds to pay for initial treatment services.

1.7 The Contractor shall provide services in a manner that respects and protects individual rights. This requirement includes providing the subcontractor with the required space to offer individual and group treatment services described in this Contract.

1.8 Recovery Support Services. SAMHSA (Substance Abuse and Mental Health Services Administration) encourages those involved in substance abuse and / or mental health treatment, to address their emotional, spiritual, intellectual, physical, environmental, financial, occupational, and social needs. JBBS programs may provide recovery support services for wraparound resources including, but not limited to, clothes, transportation, food, emergency housing/motel vouchers, or basic hygiene purchases that will assist in stabilizing the individual in the community.

1.9 The Contractor shall maintain support relationships with all points in the criminal justice system, i.e., probation, parole, diversion, Department of Corrections, etc. to ensure continuity of care.

1.10 Cultural Competency. The Contractor shall provide culturally competent and appropriate services, per National Standards for Culturally and Linguistically Appropriate Services (CLAS Standards), available at https://thinkculturalhealth.hhs.gov/clas/standards

1.11 The Contractor shall make reasonable accommodations to meet the needs of individuals who are physically challenged, deaf or hearing impaired, or blind.

1.12 Medication Consistency (C.R.S. 27-70-103)

- **a.** For the sole purpose of ensuring medication consistency for persons with mental health disorders involved in the criminal justice system, for individuals participating in the JBBS program, Contractor shall share patient-specific mental health and treatment information with all subcontractors, clinicians, and providers involved in the individual's plan of care.
- **b.** All such information sharing must comply with confidentiality requirements, including any necessary memorandums of understanding between providers, set for in the federal "Health Insurance Portability and Accountability Act of 1996", 45 CFR Parts 2, 160, 162, and 164.
- **c.** Contractor is encouraged, though not required, to participate in the Minnesota Multistate
  Contracting Alliance for Pharmacy Cooperative Purchasing Agreement to purchase medication and to utilize the Medication Consistency formulary developed by CDHS and HCPF.
- **d**. If Contractor does not utilize the Medication Consistency formulary developed by CDHS and HCPF, Contractor shall provide a copy of the medication formulary available at Contractor's jail. A copy of the CDHS and HCPF formulary is available on the CDHS Website.
- **e**. Contractor shall not bill inmates for appointments or medications otherwise covered byJBBS. See **Exhibit B**, Budget and Rate Schedule for a list of covered meds.

Article 2
Confidentiality and HIPAA / 42 CFR Part Two

2.1 HIPAA Business Associate Addendum / Qualified Service Organization Addendum. The Contractor shall agree to comply with the terms of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, **Exhibit D** of this Contract.

2.2 Third Parties and Business Associate Addendum / Qualified Service Organization Addendum.

a. The Contractor shall require that any third parties, including subcontractors or other partner agencies, that it involves for work to be done pursuant to this Contract agree to the most recent CDHS version of the HIPAA Business Associate Addendum / Qualified Service Organization Addendum, found in **Exhibit D** of this Contract.

b. A HIPAA Business Associate Addendum / Qualified Service Organization Addendum is required between subcontracted treatment provider agencies for any

program that has more than one treatment subcontractor agency rendering services in the jail in order to share assessments and screenings between subcontracted treatment provider agencies.

2.3 Additional Measures. The Contractor shall agree to the following additional privacy measures:

a. Safeguards. The Contractor shall take appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this agreement.

b. Confidentiality. The Contractor shall protect data and information according to acceptable standards and no less rigorously than they protect their own confidential information. The Contractor shall ensure that individual level identifiable data or Protected Health Information (PHI) shall not be reported or made public. The Contractor shall ensure that all persons (e.g., interns, subcontractors, staff, and consultants) who have access to confidential information sign a confidentiality agreement.

Article 3
Financial Provisions

3.1 Cost Reimbursement / Allowable Expenses. This contract is paid by cost reimbursement. See **Exhibit B**, Budget and Rate Schedule, for a list of reimbursable expenses. The Rate Schedule is non-exhaustive; other items expensed to this Contract must be reasonable toward completion of the contract terms, are reviewable by BHA, and shall not exceed any detail in the budget in this regard.

3.2 Staff Time Tracking and Invoicing. The Contractor shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in-kind contributions supporting the JBBS Program shall be disclosed in the invoice submission. Invoices will be submitted to cdhs_BHApayment@state.co.us by the 20th of the following month.

3.3 Procurement Card. BHA recommends, although does not require, counties to consider the use of a procurement card to be used for expenses related to the JBBS program. Contractor shall follow its county's internal guidance and policies for use of procurement cards.

3.4 Proportional Reduction of Funds. The Behavioral Health Administration has the unilateral authority to proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 40% of the contract budgeted amount by November 30th, the Behavioral Health Administration may proportionately reduce the contract budget amount to match current spending rates. If the Sheriff's Department has not spent 65% of the contract budgeted amount by February 28th, the Behavioral Health Administration may again proportionately reduce the contract budget amount to match current spending rates.

3.5 Fiscal Agent County Responsibilities. Where a county is acting as a fiscal agent for other counties, the fiscal agent county shall pay invoices received by the catchment counties within 45 days of receipt.

3.6 Other Financial Provisions, including invoicing instructions can be found in **Exhibit C**, Miscellaneous Provisions.

PART TWO - SUBSTANCE USE DISORDER (SUD) TREATMENT SERVICES

Article 1
Purpose and Target Population

1.1 Purpose. As used in this Statement of Work exhibit, the State and the Contractor together are referred to as the "Parties". The Parties understand and agree that the goal of the Jail Based Behavioral Health Services (JBBS) Program is to support county Sheriff's in providing screening, assessment and treatment for offenders with substance use disorders (SUD) and co-occurring substance use and mental health disorders, as well as transition case management services. Through funds authorized by the Colorado General Assembly (SB 12-163), the Behavioral Health Administration (BHA) intends to continue funding the Jail Based Behavioral Health Services Programs as set forth in this Contract.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW, CAS), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2
Activities and Services

2.1. Licensed Substance Use Disorder Treatment Requirements.

a. Eligible individuals must have a substance use disorder and/or a co-occurring mental health disorder (determined by SUD and MH screening) to be eligible to receive services under the JBBS program.

b. Individual treatment providers must hold a Substance Use Disorder Provider license and be in good standing with the Colorado Department of Regulatory Agencies (DORA).

c. Contractor shall implement policies and procedures on how subcontracted treatment provider(s) will manage and maintain clinical records for the individuals served at the outpatient community location. The providers must follow the same protocols and policies for record management for services offered in the jail.

d. Contractor shall provide appropriate screening(s), assessment(a), brief intervention and linkage to care in the community, based on an individualized treatment and/or transition plan.

i. Contractor shall utilize evidence-based screening processes and tools (see page 11; Article 2, 2.1), subject to approval by BHA, to screen for mental health disorders, substance use disorders, trauma, traumatic brain injuries and suicidality.

e. Each individual's treatment / transition plan shall incorporate:

i. Summary of the continuum of services offered to individuals based on evidence-based curricula.
ii. Frequency and duration of services offered.
iii. If an individual's treatment will be provided by more than one treatment provider, describe how services are distributed between providers.
iv. Incorporation of criminogenic risk factors in service and transitional case planning as determined from the Level of Supervision Inventory (LSI) for individuals who are enrolled and participating in JBBS for at least 30 days.
v. The individual's natural communities, family support, and pro-social support.
vi. A plan to transition individuals from jail-based services to appropriate behavioral health and other needed community services upon release from incarceration.
vii. Contractor shall provide treatment to individuals in need of services in accordance with the treatment and transition plan described above.

Article 3
Standards & Requirements

3.1 Authorizing Legislation and Description of Services. The Jail Based Behavioral Health Services (JBBS) Program is funded through the Correctional Treatment Cash Fund legislated in the passage of Senate Bill 12-163. Section 18-19-103 (c), C.R.S. directs the judicial department, the Department of Corrections, the state board of parole, the Division of Criminal Justice of the Department of Public Safety, and the Department of Human Services to cooperate in the development and implementation of the following:

a. Alcohol and drug screening, assessment, and evaluation.
b. Alcohol and drug testing.
c. Treatment for assessed substance abuse and co-occurring disorders.
d. Recovery support services.

The Correctional Treatment Fund Board has determined the Jail Based Behavioral Health Services (JBBS) Program meets the requirements set forth in SB 12-163.

3.2 Level of program care. Services offered by the Contractor hereunder shall meet ASAM Level 1 or 2.1 level of care.

Article 4
Data Reporting

4.1 Contractor is required to report information in the BHA Jail Based Behavioral Health Services (JBBS) CiviCore Database or another database as prescribed by BHA.
Data must reflect current individual enrollment and services provided by the 15th day of each calendar month to allow BHA staff to utilize current data. The following data elements will be captured in the Civicore JBBS database or another database as prescribed by BHA:

a. A record for each individual who screened "positive" for a mental health disorder or substance use disorder; other screenings completed and results thereof.
b. Basic demographic and working diagnosis information (including veteran status and pregnancy status, if applicable).
c. For individuals in jail more than 30 days and who are admitted to the JBBS program, it is recommended that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

d. The type and dosage of medications provided for Medication Assisted Treatment (MAT). Please see Exhibit B for allowable medications.
e. Number of individuals who successfully transition to community-based services upon release.
f. Program discharge outcomes and treatment status in the community after discharge.

4.2 The Contractor agrees to respond to BHA's inquiries about data submissions within two (2) business days and work with BHA to quickly resolve any data issues.

4.3 Contractor is required to notify BHA of any staffing changes within 48 hours, as this individual's Database access will need to be removed.

Article 5
Performance Measures

5.1 Performance Measures:

a. **Transition Tracking Outcomes.** The goal of the JBBS program is to identify treatment service needs and assist with engagement in community-based treatment services upon release. Contractor shall make reasonable efforts to contact all JBBS individuals who are successfully discharged from the program and released to the community at one, two, six- and 12-months post release. The individual's treatment status shall be recorded in the CiviCore JBBS database, or another data system as prescribed by BHA. If a client remains engaged in treatment post-release, JBBS may continue to provide support through the Contractor's Recovery Support Services section of their budget, for up to 12 months. The following are the treatment status options:
    i. Deceased – In the event of death of the individual post-release.
    ii. In Treatment – Individual is engaged in community-based treatment services as recommended in the transition plan.
    iii. New Crime/Regressed - Individual returned to jail for violations or committed a new crime.
    iv. Not Applicable - Individual sentenced to Department of Corrections, Probation, Community Corrections, or treatment status not applicable at month two, six, or 12 due to prior tracking status of Deceased, New Crime/Regressed, or Treatment Completed.
    v. Not in Treatment – Individual is reported by the community-based treatment provider as not in treatment or the individual reports to not be in treatment services as recommended on the transition plan.
    vi. Status Unknown – Individual cannot be located.
    vii. Treatment Completed – Individual has completed treatment as recommended in the transition plan.
b. **Recidivism.** JBBS aims to decrease the rate of reincarceration of former JBBS participants. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs. BHA may conduct an annual analysis of recidivism. The following will apply to this analysis:
    i. JBBS participants who have received treatment services or groups will be included in the recidivism analysis.

ii. “Recidivism” is the analysis that will be defined as re-arrest and reincarceration for a new crime or a technical violation related to the individual's original charge.
iii. Recidivism Target. Programs will ensure that data in the JBBS Database pertaining to the most recent complete fiscal year (July 1 - June 30) is verified and correct by the 15th of July following the fiscal year so that the recidivism analysis may be completed by BHA.

Article 6
Deliverables

6.1 For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

PART THREE - MENTAL HEALTH TREATMENT (SB 18-250)

Article 1
Purpose & Target Population

1.1 Purpose. The Behavioral Health Administration (BHA) is committed to efforts to provide resources to support County Sheriffs in providing screening, assessment and treatment for mental health and substance use disorders or co-occurring disorders; as well as transition case management services to people who need such services while they are in jail. The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to Section 18-19-103 (5)(c)(V).

The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration. This approach should result in greater treatment engagement in the community and decreased recidivism through better identification and treatment of behavioral health needs.

In October 2012, the Correctional Treatment Board voted to fund additional Jail Based Behavioral Health Services Programs to additional counties across the State. As of February 2022, there are JBBS programs in 47 county jails across the State of Colorado.

In May 2018 the Colorado General Assembly passed Senate Bill 18-250, which mandated the JBBS Program under Colorado Revised Statutes 27-60-106. Additional mental health funding was allocated to the JBBS program to address gaps in services for mental health disorder screening, assessment, diagnosis and treatment. Additionally, these funds may support psychiatric prescription services and purchase of medications. Sheriff’s Departments that currently operate JBBS programs, as well as new applicants, are eligible to request these funds. Sheriff’s Departments may submit an individual application, or they

may submit a combined application if they would like to apply in conjunction with other County Sheriff's Departments.

To carry out the JBBS program, Sheriff's Departments may partner with local community provider(s) who can demonstrate the ability to provide services within the jail, and the capacity to provide or link individuals released from jail to free or low-cost services in the community.

1.2 Target Population. Adults 18 years of age and older that are residing in the county jail with substance use disorder or co-occurring substance use and mental health disorders. In this regard, the Contractor, in accordance with the terms and conditions of this Contract, shall develop, maintain, and provide behavioral health services in the county jails for individuals highlighted in section 1.2. The Contractor, in providing required services hereunder, shall utilize and maintain a partnership with community provider(s)/individuals that are licensed (LAC, LPC, LCSW or LMFT), who are in good standing with the Department of Regulatory Agencies (DORA), have the ability to provide services within the jail or through televideo options, and have the capacity to provide free or low cost services in the community to inmates upon release.

Article 2
Activities & Services

2.1 Services. It is best practice that all jails should be utilizing evidence-based screening tool(s) and practices to screen for any potential mental health and/or substance use disorders and withdrawal, as well as suicide risk.

The Contractor shall:

a. Provide adequate staff to complete behavioral health screenings, prescribe psychiatric medications as necessary; and provide mental health counseling, substance use disorder treatment and transitional care coordination.

b. Upon identification of an individual who may be a candidate for JBBS services, a referral by jail staff should be made to a JBBS clinician within 48 hours, or, when the individual is medically cleared to be screened, via the appropriate channels (e.g. inmate kite, email).

c. Assess all individuals booked into the jail facility for psychiatric medication needs by requesting and reviewing medical and prescription history.

d. Have access to psychiatric medications, as defined by the medication formulary established pursuant to section 27-70-103 or by their contracted medical provider.

e. Coordinate services with local community behavioral health providers prior to the release of an inmate to ensure continuity of care following his or her release from the jail.

2.2 Training and Meetings. The Contractor shall provide training to improve correctional staff responses to people with mental illness. The Contractor shall determine the amount of training necessary to ensure, at a minimum, a group of trained staff is able to cover all time shifts. The training should provide sufficient opportunities for hands-on experiential learning, such as role play and group problem solving exercises. Cross-training opportunities shall be provided to behavioral health personnel and other stakeholders to help improve cross-system understanding. BHA is able to provide assistance with training the Medical Team staff regarding the MAT services and resources across the state.

a. Program Orientation: The Contractor shall attend a mandatory orientation session with the BHA Program Manager and Fiscal Staff, to be organized by BHA as soon as is practicable execution of the contract.
b. Program Meetings and Required Training: Program meetings and other required training will be scheduled throughout the term of the JBBS Program contract. This includes the JBBS Learning Community, JBBS Round Table, and the JBBS Quarterly Workgroup.

2.3 Evidence-Based Practices. The Contractor shall use evidence-based and promising practices within the screening and service delivery structure to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

2.4 Individualized Service Provision. The Contractor shall link individuals referred to the program to community based behavioral health supports and services, as appropriate based on the specific needs of the individual to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system.

Article 3
Standards and Requirements

3.1 Mental Health Treatment Provider. The subcontracted mental health treatment provider/individual must be licensed and in good standing with the Department of Regulatory Agencies (DORA). The subcontracted mental health treatment provider(s) must adhere to all rules and regulations set forth by their license and are prohibited from practicing outside their scope of training.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

PART FOUR - COMPETENCY ENHANCEMENT (SB 19-223)

Article 1

Purpose & Target Population

1.1 Purpose. In May 2019, the Colorado General Assembly passed Senate Bill 19-223; legislation that mandates the provision of interim mental health services for individuals who have been court-ordered for inpatient competency restoration and who are waiting for admission to an inpatient bed. To compensate for these specialty services, SB 19-223 allocates funding to the Jail Based Behavioral Health Services (JBBS) program to address gaps in services in the jail for those with mental health disorders that are awaiting restoration services.

In July of 2022, the JBBS program (including Competency Enhancement Programs) moved to the Behavioral Health Administration (BHA). Because the Office of Civil and Forensic Mental Health (OCFMH) serves as a central organizing structure and responsible entity for the provision of competency restoration education services and coordination of competency restoration services ordered by the court, it was agreed that the JBBS-CEP program should return to the OCFMH.

a. The jail competency enhancement funding is used to provide interim mental health services to individuals who are in jail and have been court-ordered to the Colorado Department of Human Services (CDHS) to receive competency restoration services.

b. Funding is also to be used to provide mental health services to individuals who are returning to the jail after receiving restoration services at a CDHS designated inpatient restoration site.

c. Coordination of services with the Forensic Support Team (FST) and, if assigned, Court Liaisons (Bridges) shall occur when a court order has been received for an evaluation and/or when an individual is identified to be in crisis by the jail at the time of booking or while incarcerated.

1.2 Target Population. Adults 18 years of age and older that are awaiting an in-custody competency evaluation, awaiting inpatient competency restoration services, are suspected of becoming incompetent to proceed while in jail, or are returning from a CDHS designated inpatient restoration site after receiving restoration services, and who meet any of the following criteria:

a. Have a serious and persistent mental health disorder.
b. Are experiencing acute psychosis or major mood dysregulation.
c. Have substance use issues, especially if suspicion of intoxication is present.
d. Have a low IQ or significant cognitive issues, including dementia, or observable and
reported symptoms of mental illness.
e. Have a known previous competency history.
f. Have a Traumatic Brain Injury (TBI).

Article 2
Activities & Services

2.1 Program Referral. The Contractor shall refer individuals for competency enhancement services through one of the following ways:

a. When a client has been ordered by the court to be evaluated for competency, found incompetent to proceed (ITP), and/or when inpatient restoration has been ordered.
b. Upon return from a CDHS designated inpatient restoration site.
c. Jail identifies the individual to be in crisis at booking or during the jail stay as defined in section 1.2 Target Population of this statement of work.
d. Priority should be given to individuals who have been found incompetent to proceed and are awaiting admission to the state hospital. Priority should also include individuals who are awaiting a competency evaluation and are highly acute and/or in crisis.

2.2 Court Ordered Treatment Level of Care Type. Taking into consideration the court-ordered competency evaluation, current clinical presentation, any assessment or

evaluation, and placement of an individual within the jail, treatment services and contact standards should be based on the following three categories:

a. High Clinical Acuity:

i. Non-compliant with medication, may require the use of forced medications.

ii. Meets 27-65 criteria (i.e., threats or attempts at suicide or seriously bodily harm to self; homicidal or violent acts, attempts, or threats towards others; incapable of making informed decisions or providing for own essential needs without supervision placing themselves at risk for substantial bodily harm, aka gravely disabled)

iii. Placed in a special management unit due to significant medical or behavioral health concerns.

iv. Significant behavioral concerns including verbal and physical threats or need for physical restraint or other involuntary control methods.

1. Unable or unwilling to perform activities of daily living (i.e., catatonic, immobile, consistently not eating/drinking/bathing)
2. Significant risk behavior (unsafe behaviors, such as those listed above, of any type more than 50% of the time)
3. Client has little or no insight into risks
4. Client with significant/severe cognitive or emotional problems that could be barriers to safer behavior
5. Client who has no understanding of or control of behavior

These individuals are in need of immediate coordination of transfer to a CDHS designated inpatient restoration site or consideration for an alternative means of crisis intervention. They should have daily contact and access to crisis intervention and stabilization services. The Contractor will work with the FST Program Coordinator to appropriately triage admission or alternative intervention.

b. Moderate Clinical Acuity:

i. Increased or decreased behaviors from either low acuity or high acuity units and/or monitoring

ii. Generally compliant with psychotropic medication and jail based behavioral health or other resources (under some circumstances may be non-compliant with medications, actively experiencing symptoms of a mental health disorder, but not posing a significant or immediate risk of danger to self or others)

iii. Housing in the general population or transitioning from a special management unit

iv. In general population with psychotropic medication compliance decreasing to less than 80% of the time

v. Temporary medical conditions

vi. Increased ability or willingness to perform activities of daily living from the previous baseline

vii. Moderate risk behavior (unsafe behaviors of any type more than 20-50% of the time)

1. Client has a poor understanding of risks
2. Client has mild/moderate cognitive or emotional problems that could be a barrier to safer behavior

These individuals should have daily contact with the jail medical and/or mental health team. Efforts shall be made to assist in the stabilization of these individuals through

clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These treatment services should include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT.

c. Low Clinical Acuity:
    i. Consistently taking psychotropic medication on their own accord (at least 80% of the time)
    ii. Ability to and willingness to perform activities of daily living.
    iii. Placed in the general population or general supervision cell (this may include
    individuals with cognitive disorders as opposed to severe mental illness)
    iv. Actively engaging in jail based behavioral health or other resources.
    v. Occasional risk behavior (client has a fair understanding of risks - unsafe behaviors of any type less than 20% of the time)

These individuals should have daily contact with the medical and/or mental health services team. Efforts shall be made to assist in the stabilization of these individuals through clinically indicated regular and frequent contact with mental health clinicians. If clinically appropriate, these individuals should be assessed for and offered treatment services. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. Based on clinical acuity, this population may be better suited for outpatient restoration. Competency enhancement program (CEP) should work with and/or refer these individuals to the Forensic Navigator for potential community transition planning. Contractor shall coordinate services with the assigned Forensic Navigator(s).

2.3 Jail Identified Treatment Level of Care Type. At booking, the Contractor shall identify individuals that are referenced in section 1.2 “Target Population” and provide treatment services while the individual is awaiting a court hearing. These services include, but are not limited to, groups, individuals, medication management, crisis intervention, and / or MAT. These provisional services are an attempt to intervene and stabilize the identified individual before court-ordered competency is raised.

a. Jail Booking Screening and Referral. The Contractor shall ensure that individuals are screened within 48 hours from booking and referred for additional treatment services based upon the results of the screens. The Contractor shall employ evidence-based curricula, addressing the following areas listed below. All tools are subject to approval by the Behavioral Health Administration (BHA) or Office of Civil and Forensic Mental Health (OCFMH):
    i. Substance Use Disorders
    ii. Mental Health Disorders
    iii. Suicide Risk

b. Jail Referral Process. When there is a positive screen for either substance use, mental health, or suicidal ideation, the Contractor shall ensure that the individual is referred for further assessment with a mental health clinician. Further assessment details shall be shared with the assigned Forensic Navigator(s), informing the Navigators when individuals are placed on or taken off safety protocols.

2.4 Jail Mental Health Evaluation. The Contractor shall ensure that a mental health evaluation is performed promptly on all individuals that have been identified as the “Target Population” referenced in section 1.2, either through the court-ordered referral process or

through the jail-identified process. A jail mental health evaluation shall identify treatment needs while the individual is awaiting court proceedings or a CDHS designated inpatient restoration site bed. Mental Health Evaluations shall be shared with the assigned Forensic Navigator(s).

2.5 Transition Plan. The Contractor and assigned Forensic Navigator(s) shall work to ensure that a transition plan is developed with an individual upon transition to a OFCFMH designated inpatient restoration facility. The transition plan and report shall outline the following:

a. Mental health diagnosis
b. Level of Care type (if applicable)
c. Current mental health presentation:
    Symptoms
    Medication adherence
    Behaviors
    Suicidal/homicidal ideations
d. Prescribed psychotropic medications
e. Any identifiable cognitive impairment(s)
f. Treatment services received in jail
g. Copy of the initial plan of care
h. Placement within the jail
i. Information related to community transition plans including emergency contacts and any pending community referrals
j. Any known medical conditions

2.6 Discharge Plan. Upon the individual's return from an CDHS designated inpatient restoration site, the Contractor shall save a copy of the individual's discharge plan within the same day that individual returns. Once a copy is received, the Contractor shall ensure follow-up care is provided, according to that plan, within 24 hours upon return, as well as provide continual treatment services until the person is released from jail. The Contractor should make every attempt to continue the individuals on the prescribed course of treatment to include prescribed medications. Medications should not be altered solely based on cost or philosophy. Treatment courses should only be changed if medically or clinically indicated.

2.7 Outpatient Restoration Plan. When the Contractor becomes aware that a client's competency and/or clinical status has improved (due to jail based behavioral health services, sobriety, or medication management), the Contractor shall work in collaboration with the Forensic Navigator to identify community supports and/or existing protective factors that would aid in a community transition/re-entry.

2.8 Information Sharing. The Contractor is expected to provide regular and frequent updates to the assigned Forensic Navigator(s). These updates should include clinical presentation, housing placement within the jail, medication compliance and adherence, assessment and evaluation information, information related to transition planning, medical condition information, disciplinary/conduct information, and attempted interventions to address unmanaged symptoms.

2.9 Critical Incidents. The Contractor shall report any critical incidents to the assigned Forensic Navigator(s) via email or telephone immediately and no more than 24 hours after the event. Critical incidents include but are not limited to: death, suicide attempt, suicide

completion, escape, injury to self or others, assault on staff, sexual assault, and significant medical emergency resulting in hospitalization.

2.10 Staff Coverage. The Contractor will ensure that appropriate staff coverage is available (back up clinicians, etc....) in order to cover unplanned absences or leave.

2.11 Pre-Restoration Education. The contractor will work with the FST to identify individuals who may be eligible for pre-restoration education. Pre-restoration education will be reserved for individuals who have been found incompetent to proceed, are awaiting admission to inpatient competency restoration, are deemed by the FST and JBBS as having moderate to low clinical acuity, are involved and engaged in jail-based treatment, and have barriers to bond.

PART FIVE - PRE-SENTENCE REENTRY COORDINATOR SERVICES

Article 1
Purpose & Target Population

1.1 Purpose. In July 2019, the Behavioral Health Administration (BHA) was granted funds by the Correctional Treatment Fund Board for Pre-sentence Reentry Coordinator position(s) in select jails. This program shall provide services to individuals at county jails who are in need of behavioral health treatment and are on pre-sentence status.

a. These positions will work to enhance and improve care coordination for individuals in County Jails with shorter incarcerations (actual length to be determined by individual jails), which may prevent them from receiving more meaningful interventions by behavioral treatment staff.

b. These positions are responsible for facilitating communication and collaboration between judicial and behavioral health systems.

1.2 Target Population. Adults 18 years of age and older, that are residing in the jail awaiting sentencing. Priority should be given to those identified to be a high jail utilizer.

Article 2
Activities & Services

2.1 JBBS Pre-Sentence Reentry Coordinator Services. The Contractor shall refer individuals to behavioral health services, after the booking process is complete and specific needs of the individual are identified, to ensure wraparound services are in place to reduce the risk of the individual returning into the justice system. Below is a list of services Contractor shall provide:

a. Behavioral Health Screening: The Contractor shall coordinate with the existing jail processes to identify the population that will have a shorter length of stay within the jail and who screen positive for a substance use disorders, co-occurring mental health and substance use disorders, and/or are identified to be a suicide risk.

b. High Jail Utilizers: The Contractor shall identify individuals that have three or more arrests in the past year, and shall be a priority population to receive services to target the needs.

c. Brief Intake Assessment. The Contractor shall provide a brief intake to assess immediate behavioral health needs within 48 hours. BHA recommends using the Risk Need Responsivity Model
https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf
d. Open Referral Process. The Contractor shall facilitate an open referral process with inmates where transitional resource packets are shared, reviewed and completed. The JBBS Pre-sentence Reentry Coordinator shall make referrals and coordinate services with licensed or certified behavioral health professionals, prior to the release of an inmate, to ensure continuity of care. The JBBS Pre-sentence Reentry Coordinator shall make referral appointments based upon need and provide the appointment date to the individual before release.
e. Intervention/Therapy. The Contractor shall offer brief intervention and/or therapy to inmates as necessary.
f. Coordinate Referral Information. The Contractor shall coordinate with community entities as applicable (i.e., pre-trial, probation, community corrections, therapeutic communities) to ensure the supervision entities are made aware of the individual's assessed needs and scheduled appointments. This position will also partner with Bridges Court Liaisons and Forensic Navigators, if applicable, to identify the competency population and link individuals to the necessary programming and services.

2.2 Service Provision

a. A list of high jail utilizers should be run every five to seven days. Based on this list, review those who wouldn't qualify for pre-sentence reentry coordination services. This could include Department of Corrections holds, out of county warrants, high profile murder charges.
b. Once that list is reviewed, the PSC should meet with those individuals to identify their needs. We suggest using the Risk-Need Responsivity Simulation Tool.
https://tools.gmuace.org/files/RNR_Practitioner_Pub_FINAL_2.12.13.pdf
c. Based on the information gathered through this tool (and other information where applicable), the PSC should be creating a discharge packet that goes into the inmates property that should be given to them upon their release.
d. A discharge plan should include (but is not limited to) referral/resource information for the following categories: mental health services, medication, substance abuse services, medication assisted treatment, health care/medical services, benefits, food, clothing, transportation, housing, identification needs, employment, and disability income resources.
e. If an individual will be fully engaging in JBBS services, additional screens for Mental Health, Substance Use Disorder, Trauma and TBI should be completed.
f. If the inmate wants their discharge plan shared with any of the referral community agencies, they will need to sign an ROI. If they don't want it shared, there is no need for an ROI.
g. If an individual is sentenced, it is expected that the PSC helps them with appointments in the community prior to their release. This can also include working with attorneys, probation officers, or parole officers to gain acceptance to sober living or treatment programs. If a client reports opiate use, they should be referred to medical for the appropriate MAT services.
h. Seek partnerships with the Regional Accountable Entity (RAE) to ensure referrals are made in a timely manner with community treatment providers.

2.3 Data Accessibility. The Pre-Sentence Reentry Coordinator position shall be given access to, receive training on, and be able to utilize the data in the Jail Management System (JMS). The purpose of the JMS access is to target the high jail utilizers.

2.4 Data Entry. All discharge plans/notes are entered under the services tab as "Community Resources and Access". Any additional follow up should be entered under the services tab utilizing the drop down option that most closely represents what you're working with them on.

Article 3
Deliverables

3.1 For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

PART SIX - JAIL MEDICATION ASSISTED TREATMENT

Article 1
Purpose & Target Population

1.1 Purpose. Treatment of individuals with substance use disorders who come into contact with the criminal justice system. Jails that receive funding through the jail-based behavioral health services program are to allow medication-assisted treatment to be provided to individuals in the jail. Jails must have services involving consideration for Fentanyl/Carfentanyl related substances, and provide 8 mg of Naloxone at release (this can be two 4mg Narcan or one 8mg Kloxxado). The jail may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment. "Medication-assisted treatment" or "MAT" means a combination of behavioral therapy and medications approved by the Federal Food and Drug Administration to treat SUD disorders.

1.2 Target Population. 18 years of age and older, residing in county jail(s), SB 19-008 enacts policies related to the involvement of persons with substance use disorders in the criminal justice system.

Article 2
Activities & Services

2.1 Provision of Medication-Assisted Treatment. Contractor shall hire technical assistance ("TA") providers to support MAT programs in their facility. Technical assistance includes development and implementation of medication-assisted treatment, approval of prescribers by the United States Drug Enforcement Agency, other appropriate withdrawal management care, and assistance with identifying bulk purchasing opportunities for necessary services.

The facility shall offer medication approved by the federal Food and Drug Administration that are approved to treat opiate use disorder, which must include agonists, partial agonists, and antagonists, to a person in custody with an opiate use disorder. The person, in collaboration with the treating provider, must be given a choice concerning what medication is prescribed, based on the facility's medication formulary.

The Contractor or designee, shall be responsible for documenting individual-level MAT services provided, including date of service, type of service, duration of service, specific MAT medication provided, frequency of dosage, and any additional applicable information.

Contractors engaging in MAT treatment shall expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:

a. Have a policy in place for the provision of Medication-Assisted Treatment (MAT) and how it will be implemented. A copy of this policy will be provided to BHA/JBBS Program Manager, before MAT services are provided. See Part Eight, Article 1.5 for more details on how this needs to be submitted.
b. Identify program appropriate individuals via screening.
c. Link persons with SUD with a community based clinical care provider.
d. Initiate MAT for SUD and retain in MAT/optimize retention to MAT while in jail.
e. Provide patient education surrounding SUD and the types of treatment available in their community.
f. Develop and routinely review individualized treatment plans.
g. Have fentanyl related considerations for withdrawal management.
h. Provide overdose reversal medication at release (this can be two 4mg Narcan or one 8mg Kloxxado).

2.2 Allowable Expenses. The following are allowable expenses in the provision of MAT services, reimbursable in accordance with the BHA-approved rate schedule or prior authorization from JBBS Program Manager. For a full list of allowable medications, please see the “medications” section in Exhibit B-3

a. Fee for service agreements with Contractors for treatment, medical staff, and medications.
b. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone or Kloxxado.
c. DEA licensing services.
d. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be both sworn and civilian positions.
e. Small facility and equipment upgrades related to MAT, per JBBS program manager approval.
f. Training and staff development for MAT. Invoice requests are due to BHA as expenses are incurred. Only one month’s expenses are allowed per invoice.
g. Technical assistance.
h. Training services for jail staff as it relates to MAT.
i. Consultation services for jail staff and community providers as it relates to MAT.
j. Advertising, marketing or public relation services regarding MAT services.
k. Human Services collaboration as it pertains to Medicaid enrollment prior to release from jail.
l. Translation services for those receiving MAT services when needed.
m. Delivery of MAT medications.
n. Community re-entry services as related to MAT services

Article 3
Standards and Requirements

3.1 Program Policies and Plans.

a. Contractor shall adhere to the policy or plan for its jail submitted to satisfy the deliverable described in Part Eight, Article 1.5.

b. A Sheriff who is the custodian of a county jail or city and county jail may enter into agreements with community agencies, behavioral health organizations, and substance use disorder treatment organizations to assist in the development and administration of medication-assisted treatment in the jail.

3.2 License Requirements.

a. Providers licensed as an opioid medication assisted treatment (OMAT) program shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.320: Opioid Medication Assisted Treatment (OMAT).

b. Providers handling controlled substances shall adhere to 2 CCR 502-1 Behavioral Health Rules regarding 21.300: Controlled Substance License Requirements, which includes direction on the safe storage and handling of controlled substances.

3.3 Level of Program/Care. OMAT provider facilities shall meet ASAM Level 1 Outpatient Treatment or 2.1 Intensive Outpatient level of care.

Article 4
Deliverables

4.1 For Deliverables under this section, please see Part 8 - JBBS Program Deliverables

PART SEVEN - JBBS TECHNICAL ASSISTANCE (HB 22-1326)

Article 1
Purpose & Target Population

1.1 Purpose. For those county jails who choose to accept SLFRF funds as it pertains to HB22-1326, the State of Colorado, Behavioral Health Administration (BHA) in cooperation with JBBS (Jail Based Behavioral Health Services) program, will assist county jails in meeting the requirements set forth by this legislation as it pertains to Medication Assisted Treatment (MAT) technical assistance provided to jails. County jails may enter into agreements with community agencies and organizations to assist in the development and administration of medication-assisted treatment.

This technical assistance is a menu of options for different technical assistance elements needed for jails including but not limited to: consulting related to staffing necessary to provide MAT services, including jail operations staff, medical staff, and behavioral health staff. This technical assistance should also include options as to what services are available to offenders upon their release from custody.

Those who will be assisted by the technical assistance are local county detention facilities (jails) throughout the state of Colorado. The state of Colorado has 64 counties, however, not all 64 counties have jails. The JBBS program is currently being offered in 49 county jails. Jail population sizes vary by county, with the largest populations being housed in the seven county Denver metro area jails.

1.2 Target Population. Colorado County Jails participating in the Jail Based Behavioral Health Services program with the Behavioral Health Administration annually contracting with the state of Colorado to receive these funds for the provision of jail based behavioral health services have access to these funds through their contracts.

Article 2
Definitions and Acronyms

Behavioral Health Administration (BHA) represents one of Colorado's many steps towards strategic investments in improving the behavioral health system. The BHA is a new cabinet member-led agency, housed within the Department of Human Services, designed to be the single entity responsible for driving coordination and collaboration across state agencies to address behavioral health needs.

Drug Enforcement Agency (DEA) enforces the controlled substances laws and regulations of the United States and brings to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and principal members of organizations, involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.

Jail Based Behavioral Health Services (JBBS) The Jail Based Behavioral Health Services (JBBS) Program has been operational since October 2011 with funding from the Correctional Treatment Cash Fund pursuant to C.R.S.18-19-103 (5)(c)(V). The goal of the JBBS Program is to provide appropriate behavioral health services to inmates while supporting continuity of care within the community after release from incarceration.

Medication Assisted Treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a "whole-patient" approach to the treatment of substance use disorders. Medications used in MAT are approved by the Food and Drug Administration (FDA) and MAT programs are clinically driven and tailored to meet each patient's needs.

Article 3
Activities and Services

3.1 Expanded Provision of Medication-Assisted Treatment Through Technical Assistance. Contractors engaging JBBS funding shall access technical assistance to expand access to care for persons who are incarcerated with substance use disorder (SUD) through the following activities:
a. Contractor shall utilize technical assistance for the Development and Implementation of Medication-Assisted Treatment (MAT)

b. Contractor shall hire technical assistance ("TA") providers to support MAT programs in their facility to address:

i. Medication availability within the community.
ii. Identifying bulk purchasing options for MAT related services.
iii. DEA licensing services.
iv. Temporary or Permanent staffing services for positions related to the implementation of MAT services. These could be either sworn and civilian positions.
v. Training services for jail staff as it relates to MAT.
vi. Consultation services for jail staff and community providers as it relates to MAT.
vii. Advertising, Marketing or Public Relations services regarding MAT services.
viii. Human Services collaboration as it pertains to Medicaid enrollment prior to release from custody.
ix. Translation services when needed as it pertains to MAT.
x. Delivery of MAT medications.
xi. Community re-entry services for offender transition

c. Contractor shall provide a **work plan** outlining the jail's intended use for the TA funding no later than 30 days from the date this amendment is executed.

d. Contractor shall submit a **policy** of the Jail's MAT protocols and procedures for the facility outlining the services and medications offered no later than 30 days from the date this amendment is executed to cdhs_jbbs@state.co.us. A copy of this policy will be provided to BHA before MAT services are provided. The policies will also include guidelines for nonmedical evaluations, including timelines for performing a subsequent medical evaluation.

e. Contractor shall provide appropriate and best-practice withdrawal management care to incarcerated individuals as necessary

f. Contractor shall develop community partnerships with necessary providers to link persons with SUD with an approved community-based clinical care provider.

g. Contractor shall provide patient education surrounding SUD/MAT/OUD and the types of treatment available in their community.

3.2 Allowable Expenses. The following are allowable expenses in the provision of the services above specific to this Part, reimbursable in accordance with the BHA-approved rate schedule.

a. Purchase technical assistance services identified in 3.1(b) above.
b. Provide staff development and training regarding Medication-Assisted Treatment, Substance Use Disorder, and Opioid Use Disorder to fulfill requirements of HB 22-1326.
c. Fee for service agreements with contractors for treatment, medical staff, and medications.
d. Required medications, handled subject to Controlled Substance / Medication Assisted Treatment licensing requirements, including medications for overdose reversal such as Naloxone.

e. Jail payroll expenses for interventions, medical staff, and medications.

PART EIGHT - JBBS PROGRAM DELIVERABLES

Article 1

1.1 Deliverables for All JBBS Programs

a. JBBS Work Plan. Using the JBBS Statement of Work, the Contractor is required to design a work plan based on the five criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor will participate in. See JBBS Work Plan Template at the end of this document.

b. Annual Report. The Contractor shall submit to the State the previous year's Annual Report by EOB July 31, utilizing the JBBS Reporting Template provided by BHA. The Contractor shall submit this report via email to cdhs_jbbs@state.co.us

c. JBBS Database Reporting.

i. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database using the following URL: https://fw.civicore.com/jbbhs or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

ii. Data Entry shall include:

- **a.** Basic individual demographic and working diagnosis information.
- **b.** Booking date (date that the individual was booked into jail).
- **c.** Screening date and results (Mental Health, Substance Use, Traumatic Brain Injury, Trauma, and Suicidality) for all individuals who screen "positive" for a mental health disorder or substance use disorder.
- **d.** Admission date (date that individual began receiving JBBS services).
- **e.** If applicable, results of Level of Supervision Inventory (LSI/LSI-R) risk assessment (recommended for individuals admitted to the JBBS program who are in jail more than 30 days).
- **f.** Individual-level services provided (date of service, type of service, duration of service, and any additional applicable information), including any Medication Assisted Treatment services provided (date of service, duration of service, type of MAT service, specific MAT medication, and any other applicable information, including frequency of dosage).
- **g.** Date, duration, and participants who attended for treatment or case management group sessions.
- **h.** Discharge date and type (unsuccessful discharge or successful discharge, depending on whether the individual is actively participating in the JBBS program at the time of discharge). BHA utilizes discharge and admission dates to approximate sentence length and measure progress toward shortening sentence lengths.
- **i.** Date tracked and treatment status in the community, tracked at month 1, month 2, month 6, and month 12 after discharge.
- **j**. The Contractor or Contractor's designated subcontractor shall

complete Drug Alcohol Coordinated Data System (DACODS), Colorado Client Assessment Records (CCAR), and Encounters - or other BHA prescribed data system records, according to the following schedule:

a. Encounters are due by the last business day of each month for all services provided during the previous month.

b. CCARs are due by the last business day of the month following the admission, annual update, or discharge of a client.

c. DACODS are due by the 15th of the following month for admissions into, and discharges from, JBBS services. See the latest version of the Finance & Data Protocol Protocol #1 Special Studies Codes and Eligibility for more details.

d. Workgroup Attendance. BHA facilitates JBBS Program Meetings every other month. The Contractor shall ensure that a representative from each jail participates in the meetings. The representative(s) who attends the meetings shall be responsible for relaying the information discussed during the meetings to the rest of the Contractor's program organizational structure.

e. Critical Incidents. The Contractor shall ensure any critical incident involving a JBBS client that occurs within the jail, is documented and shared with the Behavioral Health Administration via an encrypted email to cdhs_ci_bha@state.co.us, within 24 hours of the time the incident occurs. It is recommended that the Contractor include this reporting requirement in all subcontractor agreements. The documentation should include the following:

i. Date and time of incident.
ii. Location of the incident.
iii. The nature of the incident.
iv. How the incident was resolved.
v. Name[s] of staff present.
vi. Whether the incident resulted in any physical harm to the participant or any staff.

f. Copy of Proposed Subcontract. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_jbbs@state.co.us within 30 days of subcontract execution. The subcontract will be evaluated to ensure it is in compliance with the maximum rates established in the Annual Budget document provided by BHA.

g. Site Visits. The JBBS Program Manager(s) may conduct site visits for the purpose of providing technical assistance support and quality assurance monitoring of the program on a periodic/as needed basis.

h. Monthly Contract Monitoring Tool. The Contractor shall submit a completed contract monitoring tool to their assigned JBBS program manager no later than the 20th of the month with the prior months information. JBBS program managers will update this internally.

i. **Plan of Action.** Contractors who do not meet the deliverables above, or any additional deliverables listed below, for which they have been provided funding, shall be asked to submit a plan of action to improve program performance for the current or next fiscal year.

j. Monthly BHA Invoice. Invoices will be submitted to cdhs_bhapayment@state.co.us by the 20th of the following month. Only one

month's expenses are allowed per invoice. Supporting documentation will only be required in the event of an audit, but these records should be maintained by the Contractor.

k. Spending Projection Plan. If a contractor is underspent by greater than 40% of their budget by mid fiscal year (Nov 30), Contractor shall submit a spending projection plan. Failure to submit the spending plan and failure to effectively utilize funding could result in reduction in the current year budget.

l. Behavioral Health Screenings:

i. Individuals involved in the JBBS program are required to complete an evidence based behavioral health screen for each of the following five categories: Substance Use Disorder, Mental Health, Suicide, Trauma and Traumatic Brain Injury. This information should be used to formulate a comprehensive treatment plan to include appropriate referrals.

ii. For individuals who are admitted to the JBBS program and are in custody more than 30 days, it is *recommended* that a Level of Supervision Inventory (LSI/LSI-R) risk assessment be completed.

1.2 Additional Deliverables Related to Pre-Sentence Reentry Coordinator Services

a. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields in the JBBS (Civicore) Database or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided. In addition to the data reporting requirements outlined in Part 8, Article 1, Section 1.1, Subsection c, above, the following additional data related to Pre-Sentence Reentry shall be collected:

i. Whether the individual is pre-sentence at time of admission (checkbox in JBBS (CiviCore) Database.

1.3 Additional Deliverables Related to Jail Medication-Assisted Treatment

a. Organizational Structure. All Contractors participating in JBBS shall determine and provide an organizational structure designed to facilitate and promote effective MAT program administration. Describe the use of evidence based best practices for coordination of care for identified inmates. This report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

b. Policies. Prior to MAT services being delivered, the Contractor shall provide BHA a written policy for their intended Jail MAT service delivery method, via email to cdhs_jbbs@state.co.us. Contact JBBS Program Manager for additional information on creating MAT policies.

c. Barrier Reports. If Contractor does not deliver any part of these deliverables, Contractor shall submit a report detailing the barrier(s) Contractor is experiencing that have prevented the service delivery. Describe the capacity or efforts needed to get the jail into compliance, including but not limited to withdrawal management, screening, and coordination of care for inmates identified for MAT. The report is due via email to cdhs_jbbs@state.co.us by August 1 annually.

d. Work Plan and Budget Submission/Approval. In order to access MAT funds, Contractor must submit a work plan selecting an MAT tier and describing how the funds will be used. If Contractor's proposed budget exceeds the soft cap described in its tier (described in Part Six, article 3.5 above), Contractor shall provide an initial budget to the BHA JBBS Program Manager with Contractor submission of the work plan. BHA JBBS Program Manager will respond with an approval, a request for

more information, or a rejection with cause. Budgets in excess of the proposed soft cap must be approved in advance in writing by the BHA JBBS Program Manager. Contractors with ongoing MAT programs must submit the workplan and budget by June 1 annually for the upcoming state fiscal year (beginning July 1). Contractors beginning new MAT programs must submit the workplan and budget prior to commencing services billed to this fund. Contractor work may not commence until the work plan and budget are approved by the BHA JBBS Program Manager.

e. Data Entry. The Contractor or designated subcontractor shall complete all applicable data fields as outlined in Part 8, Article 1, Section 1.1, Subsection c, above. Data shall be entered in the JBBS (Civicore) Database or another data system as prescribed by BHA. All data entry shall be updated on an ongoing basis, and must reflect current individual enrollment and services provided by the 15th of each month following the month when the service was provided.

1.4 Additional Deliverables Related to JBBS TECHNICAL ASSISTANCE (HB 22-1326)

a. Work Plan. Contractor shall provide a work plan outlining the jail's intended use for the TA funding for no later than 30 days from the date this amendment is executed. If jails decline the funding, a written explanation will be provided by 30 days from when this amendment is executed.

1.5 MAT Reporting Metrics Related to JBBS TECHNICAL ASSISTANCE (HB 22-1326)

a. **Number of Individuals Served -** Number of unduplicated incarcerated individuals who have received MAT services (medication or service) under the JBBS umbrella. This metric will be reported quarterly effective July 1, 2023.
b. **Medication Compliance -** Number of individuals who have engaged in Jail-MAT services under the JBBS umbrella, who have successfully transitioned to a provider for further treatment or ongoing evaluation for MAT services, including community-based or Department of Corrections settings. This metric will be reported quarterly effective July 1, 2023.
c. A template will be provided to each participating jail and will be requested on a quarterly basis by JBBS Program Manager(s).

Table 1

Below is the deliverables table required by BHA, for each JBBS related service.

Program	Deliverable	Due Date	Responsible Party	Deliver to
All	Provide annual work plan	By EOB May 1, for the following fiscal year	Contractor	cdhs_jbbs@state.co.us

All	BHA invoice	By 20th of following month for previous month's expenses	Contractor	cdhs_BHApayment@state.co.us
All	Report critical incidents	Within 24 hours of incident	Contractor	cdhs_ci_BHA@state.co.us
All	Provide JBBS annual report	By EOB July 31 of the current year	Contractor	cdhs_jbbs@state.co.us
All	Workgroup attendance	Quarterly	Contractor	Locations TBD
All	Send BHA copy of vendor(s) subcontract(s)	Within 30 days of contract being signed	Contractor	cdhs_jbbs@state.co.us
All	Site Visits	Ongoing / as needed	BHA	Locations TBD
All	Contract Monitoring Tool	Ongoing, by the 20th of each month for all services provided during the previous month	Contractor	JBBS Program Manager
Pre-sentence Reentry Coordinator Services	Data entry specific to Pre-Sentence Reentry Coordinator Services	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
MAT	Organizational structure	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us

MAT	MAT Policies	Prior to MAT services being delivered	Contractor	cdhs_jbbs@state.co.us
MAT	Barrier Reports	August 1 (annually)	Contractor	cdhs_jbbs@state.co.us
MAT	Work Plan and Budget Submission/ Approval	Within five (5) business days of plan submission	Contractor	cdhs_jbbs@state.co.us
MAT	Data Entry Specific to MAT	Ongoing, by the 15th of each month for all services provided during the previous month	Contractor or designated subcontractor	JBBS Civicore Database Jail Based Behavioral Health Services
JBBS MAT TA (HB 22-1326)	Work Plan and Budget Submission/ Approval	Within five (5) business days of plan submission	Contractor or designated subcontractor	cdhs_jbbs@state.co.us

JBBS Work Plan

1. **Identify the Project Name, Purpose and Timeline**

   i. The Project Name will be either JBBS/Substance Use Disorder Treatment, JBBS/Mental Health Treatment, JBBS/Pre-Sentence Coordinator, or JBBS/Medication Assisted Treatment (MAT).
   ii. The Purpose will include what you hope to accomplish by providing JBBS services in your facilities.
   iii. The Timeline will be July 1, 2023 - June 30, 2024

2. **Put Your Work Plan Into Context**

   i. This should include an introduction and background of the facility's JBBS program.

   ii. Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution.* Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statute requirements, etc…
   iii. Describe the overall goal of the JBBS program. Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc…

iv. If the facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program.

3. **Establish Your Goals and Objectives:** Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

   i. What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
   ii. How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
   iii. What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
   iv. Which recovery support services (RSS) are most needed in your community and/or catchment area and how will the provider or Sheriff's Department use a portion of their budget to meet these needs?
   v. What security protocol and reporting requirements are expected from the treatment provider?
   vi. What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
   vii. What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
   viii. What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

4. **Define and Coordinate Your Resources:**

   i. Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff).
   ii. Describe how you plan to link offenders with community services upon their release from custody.

5. **Understand Your Constraints:** Are there any obstacles that are going to get in the way of providing these services?

   i. Examine if there are any barriers to treatment within the jail? Within the community?
   ii. If so, it is possible to address these and, if so, how do you plan to do that?

6. **Discuss Risks and Accountability:** Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

i. Activities, services, budgets, plans, timelines, goals, and outcome measures included in the Work Plan shall be interpreted as being material contractual performance requirements, outcomes, measures, and contract deliverables of the Contractor.

The work plan, once approved by BHA, shall be incorporated into this Contract by reference as work requirements of the Contractor supplemental to Contractor work requirements under the current Contract Exhibit A, Statement of Work, as amended. Please use the template provided below to complete your work plan.

Jail Based Behavioral Services (JBBS) Program Work Plan Template

Using the JBBS Statement of Work, please design a work plan based on the five (5) criteria listed below. The Annual Work Plan should specify the following information for each service in which the Contractor (jail) will participate in:

1. **Identify the Project Name, Purpose and Timeline**
   - The Project Name (___ County JBBS)
   - The Purpose
   - The Timeline will be July 1, 2023 - June 30, 2024

2. Put Your Work Plan Into Context:

- It is here where you will write an introduction and background of your JBBS program
- Write an introduction and background to better outline why you need this project to happen - *Creating context and establishing the problem, helps explain why you need the solution!*
  - Examples could include an increase in substance abuse usage, increase in mental health disorders, increased jail population, high recidivism rates, Colorado state statutes requirements, etc…
- Describe the overall goal of the JBBS program
  - Examples can include who is eligible for services, how will referrals to the program be made, what are the admission criteria, how services will be provided, etc…
- If your facility is a new JBBS program, please include a brief summary of how and why JBBS services will be implemented into your facility, and what you hope to gain from this program

3. Establish Your Goals and Objectives: Goals and objectives should be developed in an integrated, multi-disciplinary fashion, which includes the active and ongoing participation of the offender, jail staff and community providers. Examples could include:

- What are / will be, the assessments and screenings between subcontracted treatment provider agencies?
- How will you interface with other agencies serving persons with substance use disorders or co-occurring mental illnesses, (i.e., community mental health centers, substance use disorder treatment programs, service programs for Veterans, community service agencies, and other licensed clinicians in private practice), to meet individuals' treatment needs?
- What is the service array available within the community to program participants upon their release from jail, OR, if there are limited services available in your area, highlight this as a potential barrier.
- Which Recovery Support Services (RSS) are most needed in your community and/or catchment area and how the provider or Sheriff's Department will use a portion of their budget to meet these needs?
- What security protocol and reporting requirements are expected from the treatment provider?
- What is the current capacity or efforts to screen all individuals booked into the jail facility for mental health, suicidality and substance use histories and needs?
- What are/will be, the continuum of services being offered, pursuant to this Contract based on evidence based curricula?
- What will the frequency and duration of services offered look like? Discuss the availability of services during the week and hours of operation, as well as include a breakdown of staff time (FTE) allocated to the program, credentials and general duties of each position.

4. Define and Coordinate Your Resources

- Determine and provide an organizational structure designed to facilitate and promote effective administration of the JBBS program (should include jail staff as well as any subcontracted staff)
- Describe how you plan to link offenders with community services upon their release from custody

5. Understand Your Constraints:

- Are there any obstacles that are going to get in the way of providing these services?
- Examine if there are any barriers to treatment within the jail? Within the community?
- If so, it is possible to address these and, if so, how do you plan to do that?

6. Discuss Risks and Accountability: Here you will highlight any foreseeable risks to the program, as well as who will be accountable for each aspect of the program.

COLORADO
Behavioral Health Administration

EXHIBIT B-2, FY24 ANNUAL BUDGET

BHA Program	JBBS

Agency Name	Gunnison County
Budget Period	July 1, 2023 - June 30, 2024
Project Name	JBBS

Program Contact, Title	Adam Murdie, Sheriff
Phone	970-641-7657
Email	amurdie@gunnisoncounty.org
Fiscal Contract, Title	Jody Wisem, Accountant
Phone	970-641-7679
Email	jwise@gunnisoncouonty,.org
Date Completed	April 24, 2023

SERVICE CATEGORIES		
Services (Fixed Price per rate Schedule)	**Funding Source**	**Total**
Substance Use Disorder Treatment	State General Fund	$80,000.00
Mental Health Treatment	State General Fund	$80,000.00
HB 22-1326 Technical Assistance	Federal Grant	$4,500.00
	Total Contract	**$164,500.00**

JBBS RATE SCHEDULE	
Statewide Maximum Salaries	
Positions should be hired at salary levels indicative of qualifications, experience, and organization pay schedules. This table indicates a maximum salary only. It is understood that many positions will be hired at lower salary levels than the state maximum.	
Licensed Therapist (LPC/LCSW/LAC/LMFT)*	$82,400/year
Unlicensed Master's Level Therapist or Substance Abuse Counselor (example CAS)*	$66,950/year
Unlicensed Bachelor's Level Therapist or Substance Abuse Counselor (example CAS)*	$61,800/year
Case Manager (CM) *	$56,650/year
Certified Addiction Technician (CAT)	$43,260/year
Physician Assistance (PA) *	$123,600/year
MD/DO *	$258,805/year
JBBS Program Administrator (Primary responsibility of managing the jail's JBBS program.) *	$100,522/year
Pre-sentence Coordinator *	$70,00/year
Pharmascist (Pharm-D)	$131,933/year
Registered Nurse *	$74,160/year
Data Entry Clerk	$41,200/year
Peer Support Specialist	$35,000/year
Qualified Medication Administration Person (QMAP)	$15.50/hour
***BHA will reimburse salaries up to the state maximum**	
***BHA may consider rates 10% above statewide maximum salaries pending justification from jails and written pre-approval by BHA**	
Travel	
Mileage (IRS rate)	$0.66/mile
Operating Expenses	
Maximum total percentage of contract budget	10%
Training and continuing education for jail employees/clinicians (including but not limited to QMAP, CIT, Motivational Interviewing, Mental Health First Aid, Trauma Informed Care, (Certified Addiction Specialist -Classes only) may be included in the operating expenses	
BHA may pay for one licensing test per clinician (NCE, MAC, NCAC). Up to $200 per clinician, per test.	
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
Indirect Expenses	
Maximum total percentage of contract budget	10%
BHA may consider operating expenses above 10% of total contract budget pending justification from jails and written pre-approval by BHA	
RECOVERY SUPPORT SERVICES	
Allowed Services *	**Additional Notes**
Application Fees ID / Birth Certificates	
Indigent Backpacks	
Basic Hygiene Items	

Bicycles	May be provided if client is engaged in treatment services for 2 + months post release. 1 bike per person.
Bus Pass – Daily, Monthly	
Child Care	1 month limit per client, per child
Clothing	
Educational Costs (books, supplies, and fees)	
Emergency Housing/Rental Assistance	90 day limit per person
Food Assistance	
Gas Vouchers	
GED Program / Testing	
Job Placement Training	
Life Skills Training	
Medical Assistance – copays / infectious disease testing	Limit of $250.00 per person
Medications	30 day limit per person
Personal Care (eg. haircuts)	
Phone Cards	Limit of $15.00 per person
Pre-paid Cell Phones	To be paid for upon release and after client attends 2 appointments in the community. Cost of the phone and up to 2 months of bills.
Printed Resources	
Transportation Assistance	
Transportation to Residential Treatment	Out of state travel to treatment will need prior approval by BHA
UA / BAs	Limit of $100.00 per person
Utilities	1 month limit per client
&	
MEDICATIONS	
Medication reimbursement will be based on a) providers established rate or b) jail purchase agreement rate or c) in the absence of an established rate or jail purchase agreement rate the following BHA rate schedule.	
Medication	**Rate**
Methadone	$18/day - Treatment, incl medication, integrated psychosocial, & medical support services
Naltrexone (oral)	$39/day
Depot-naltrexone (injectable) (Vivitrol)	$1,185/unit
Buprenorphine - 8mg tablet	$28/month
Buprenorphine - 2mg tablet	$19/month
Buprenorphine (transdermal film, ER) 5 mcg/hr	$108/unit
Buprenorphine (transdermal film, ER) 7.5 mcg/hr	$316/unit
Buprenorphine (transdermal film ER) 10 mcg/hr	$135/unit
Buprenorphine (transdermal film ER) 15 mcg/hr	$192/unit
Buprenorphine (transdermal film ER) 20 mcg/hr	$230/unit
Naloxone (Narcan)	**$20-$40/dose - **Contact CDPHE for discounted rate****
Vivitrol	$1,185/unit; 100mg/0.5mL and 300mg/1.5mL (extended release) **Uninsured pricing cost**
MEDICATIONS	
TECHNICAL ASSISTANCE / ALLOWABLE EXPENSES PURSUANT TO HB 22-1326	**Pending approval of budget plans (these federal funds must be used by June 30, 2024)**
DEA Licensing services	
Staffing services related to the implementation of MAT	
Training needs for staff as related to MAT	
Consulting services as it relates to MAT	
Advertising, marketing, or PR services as they relate to MAT	
Human Services collaboration as it pertains to Medicaid enrollment	
Translation services when needed	
Community reentry services for offender transition	
Delivery of MAT medications to the facility	

Revised 04_25_2023

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT E-1 - 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: County of Gunnison;
   ii. Subrecipient UEI number: NSN9FAGKEDJ9;
   iii. The Federal Award Identification Number (FAIN) is SLFRP0126;
   iv. The Federal award date is: July 1, 2021;
   v. The subaward period of performance start date is July 1, 2023, and end date is June 30, 2024;
   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
FY 2024 ARPA	**$4,500**	**$4,500**	**$4,500**

   vii. Federal award project description: provide recovery support services to target populations.
   viii. The name of the Federal awarding agency is Substance Abuse and Mental Health Services Administration (SAMHSA); 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 for MHBG is: Steven Fry, Division of Grants Management, SAMHSA, 7-1109, 1 Choke Cherry Road, Rockville, MD 20857, 240-276-1422, Steven.Fry@samhsa.hhs.gov.;
   ix. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027, name is American Rescue Plan Act, and dollar amount is $3,000,000.00;
   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 Exhibit A-2, Exhibit B-2, and Exhibit F-1.

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 Exhibit A-2, Exhibit B-2, and Exhibit F-1.
4) Subrecipient's approved indirect cost rate is: **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 **N/A**.
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.

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 §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 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

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

EXHIBIT F-1 - SLFRF SUBRECIPIENT PROVISIONS EXHIBIT (CDHS)

This Exhibit and the Appendices hereto apply regarding the use of State and Local Fiscal Recovery Funds (SLFRF) to comply with requirements established by the U.S. Department of Treasury and the Colorado Department of Personnel & Administration, Office of the State Controller re the Colorado Department of Human Services (CDHS).

This SLFRF Provisions Exhibit may supplement other Exhibit(s) to the instant Agreement. In the event that terms on prior Exhibit(s) to the instant Agreement conflict with this SLFRF Provisions Exhibit, this Exhibit shall control and take precedence.

The Contractor/Vendor/Other Agency entity with which the Colorado Department of Human Services (CDHS) is contracting per this Agreement may be referred to as "Subrecipient" herein, the designation per controlling law and mandates. This "Subrecipient" designation shall apply in this context notwithstanding prior definition(s) of any entity to this agreement as "Contractor" or any other title.

Subrecipient must agree to and comply with the terms of these SLFRF Provisions in order to receive and use these funds. Subrecipient shall execute not only the instant Agreement, but also specifically the Certification Agreement appendix to the instant Exhibit. A failure to also separately execute the Certification Agreement appendix hereto shall not relieve Subrecipient of the rules/obligations set forth herein; such a clerical error must be promptly remedied upon discovery by notifying the CDHS office/program contact, who can then assist with the logistics of mandatory signing, which shall retroactively apply.

In the event that Subrecipient is/was in receipt of SLFRF funding from CDHS prior to execution of the instant Exhibit, Subrecipient understands that its obligations set forth herein with regards to that funding shall retroactively apply.

The regulations and requirements surrounding receipt and use of SLFRF funding is an evolving subject matter as established by the U.S. Department of Treasury and put into established policy by the Colorado Department of Personnel & Administration, Office of the State Controller for use with CDHS Agreements. As such, Subrecipient agrees to execute any additional Agreements/Amendments as required by CDHS to establish and/or update these procedures. Subrecipient agrees to accept written notice from CDHS of updates to these requirements and to comply with same forthwith, even if prior to or without a formal Amendment to the Agreement to

update this Exhibit or the rules/requirements established herein. Regardless, if CDHS requests that Subrecipient execute an Amendment to formalize implementation of and/or acknowledgment of updates to this Exhibit, Subrecipient shall promptly comply.

Subrecipient agrees to stay abreast of and comply with the most current iterations of the requirements re SLFRF funding set forth on https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).

APPENDIX 1 TO SLFRF EXHIBIT- BUDGET SUPPLEMENT

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in this Appendix will determine what is reported on as outlined in the all following Appendices to this Exhibit.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
PHI360	**Technical Assistance to Jails**	**1.13 Substance Use Services**	**$4,500.00**
Total			**$4,500.00**

2. BUDGET BY FUNCTION

3. EXPENDITURE CATEGORY MODIFICATIONS

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab). ***In no event may this be used to modify the overall total of this Agreement or otherwise any non SLFRF expenditures.***

APPENDIX 2 TO SLFRF EXHIBIT- FEDERAL PROVISIONS SUPPLEMENT

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached 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 Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. 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.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "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.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "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. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "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 does not include an individual who is a beneficiary of a federal program.

2.1.15. "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. "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)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. 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;

2.1.15.3. 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;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. 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.

2.1.16. "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.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. 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.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and 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 Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

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

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 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.

6. REPORTING.

6.1. If 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 Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. 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. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Appendix 4 to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds
c)

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:

i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker

receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker reciving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready

access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Appendix 5– SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. 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.

9.2. 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 Agreements and purchase orders for work or products under this award.

9.3. 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.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit 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 200.332 (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.

11. SINGLE AUDIT REQUIREMENTS.

11.1. 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.

11.1.1. 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.

11.1.2. 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.

11.1.3. 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.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" 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 Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [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).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement 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," 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, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees 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).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in 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.

12.1.6. 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 Agreement, 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.

12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, 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.

12.1.8. 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.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in separate Appendix hereto and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, 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.

14. EXEMPTIONS.

14.1. 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.

14.2. A 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.

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the 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 Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. 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;

15.2.2. 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;

15.2.3. 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;

15.2.4. 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

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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APPENDIX 3 TO SLFRF EXHIBIT- SUBRECIPIENT CERTIFICATION AGREEMENT

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: Gunnison County Colorado for the use and benefit of Gunnison County Sheriff's Department

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via separate Appendix hereto – Reporting Modification Form.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

   Cost Sharing. Cost sharing or matching funds are not required to be provided by

7. Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any

10. additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish

an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and

Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF
1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall

initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include

investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

APPENDIX 4 TO SLFRF EXHIBIT- SLFRF SUBRECIPIENT QUARTERLY REPORT REQUIREMENTS

1. **SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**
   - 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates Tab).
   - 1.2 The requirements set forth in this Appendix 4 do not apply if the instant Agreement is between two Colorado State Agencies.

APPENDIX 5 TO SLFRF EXHIBIT- SAMPLE SLFRF REPORTING MODIFICATIONS FORM

Grantee:				Grant Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:					

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Grantee Date

_____ _____

State Agency Grant Manager Date

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Public Health

Action Requested: County Manager Signature

Parties to the Agreement: State of Colorado-Department of Public Health and Environment

Term Begins: 07/01/2023 **Term Ends:** **Grant Contract #:**

Summary:

State Funding for Consumer Protection: To provide environmental health services to achieve the uniform statewide administration, implementation and

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 5/31/2023

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

Comments:
Legally sufficient. SO 5/22/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/22/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2023

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

Agenda Date: 6/6/2023

Revised April 2015

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TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	**Contractor** Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) 200 East Virginia Avenue Gunnison CO 81230-2297 for the use and benefit of the Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333
Master Task Order Contract Number 23 FAA 00023 **Task Order Number** 2024*0436	**Task Order Performance Beginning Date** **The later of the Task Order Effective Date or** July 1, 2023
Task Order Maximum Amount **Initial Term** State Fiscal Year 2024 $15,000.00 Total for All State Fiscal Years $15,000.00	**Task Order Expiration Date** June 30, 2028 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: Cost Reimbursement **Contractor Shall Invoice:** Quarterly **Funding Source:** State $ 15,000.00	**Miscellaneous:** Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any)**:** N/A **Procurement Method:** Other **Solicitation Number (if any): Enter Solicitation #**
State Representative Sean Scott Deputy Director Division of Environmental Health and Environment Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Sean.scott@state.co.us	**Contractor Representative** Matthew Birnie Gunnison County Department of Health and Human Services 225 North Pine Street, Suite E Gunnison CO 81230-2333 jreynolds@gunnisoncounty.org
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: Exhibit B Statement of Work Exhibit C Budget	
Contract Purpose To provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by CDPHE for retail food establishments, child care facilities and schools.	

In accordance with **§4.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

1. PROJECT DESCRIPTION

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Contractor shall complete the Project described in Exhibit B Statement of Work (SOW) that is attached hereto and incorporated herein ("the SOW"). All terminology used in this Task Order and the Statement of Work shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order. The Statement of Work and Budget are incorporated herein, made a part hereof and attached hereto as Exhibit B - Statement of Work and Exhibit C - Budget.

2. PAYMENT

The State shall pay Contractor the amounts shown in Exhibit C - Budget that is attached hereto and incorporated herein, in accordance with the requirements of the Statement of Work and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

3. PERFORMANCE PERIOD

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work described in the Statement of Work prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

4. TASK ORDER EFFECTIVE DATE:

The Effective Date of this Task Order is upon approval of the State Controller or **July 1, 2023,** whichever is later.

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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 Board of County Commissioners of Gunnison County (a political subdivision of the state of Colorado) for the use and benefit of the Gunnison County Department of Health and Human Services	**STATE OF COLORADO** **Jared S. Polis, Governor** **Colorado Department of Public Health and Environment** **Jill Hunsaker Ryan, MPH, Executive Director**
_____ By: Signature	_____ By: Signature
Matthew Birnie _____ Name of Person Signing for Contractor	_____ Name of Executive Director Delegate
Joni Reynolds _____ Title of Person Signing for Contractor	_____ Title of Executive Director Delegate
Date: _____	Date: _____

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

_____
By: Signature

_____
Name of State Controller Delegate

_____
Title of State Controller Delegate

Effective Date:_____

--Signature Page End--

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EXHIBIT B

STATEMENT OF WORK
To Original Contract Number 2024*0436

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

I. Project Description:

Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment in maintaining a strong public health system. Each local public health agency shall assure the provision of Core Public Health Services within their jurisdiction. The scope of the provision of each Core Public Health Service is determined at the local level, and may differ across agencies based on community needs, priorities, funding and capacity. This project will inspect and assure regulatory compliance in retail food establishments, child care facilities and schools. The activities and deliverables for this project cannot be delegated by the Contractor to third party(ies), i.e. subcontracted, without written approval from the State.

II. Definitions:

1. CDPHE: Colorado Department of Public Health and Environment
2. DEHS: Division of Environmental Health and Sustainability
3. HACCP: Hazard Analysis Critical Control Points
4. Intervention: is considered a routine inspection and can include onsite training, announced inspection, or a HACCP-based critical item inspection.
5. VNRFPS: Voluntary National Retail Food Regulatory Program Standards

III. Work Plan:

<table>
<tr><td colspan="2">Goal #1: To protect and improve Colorado's environment and human health through education, collaboration and compliance assurance in retail food establishments, child care facilities and schools.</td></tr>
<tr><td colspan="2">Objective #1: No later than the expiration date of this contract, the Contractor shall provide environmental health services to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.</td></tr>
<tr><td>Primary Activity #1</td><td>The Contractor shall conduct regulatory inspections of retail food establishments in accordance with state laws, regulations and standards.</td></tr>
<tr><td>Sub-Activities #1</td><td>1. The Contractor shall conduct on-site routine inspections of each retail food establishment at a frequency determined by a risk-based methodology approved by the State or twice per year and enter those inspection results into the Contractor’s digital database or the State’s digital database no later than two (2) working days after the activity was completed.
a. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due.
b. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances.
2. The Contractor shall conduct interventions and re-inspections for those retail food establishments that, through inspection findings, are identified as requiring re-inspections or that require immediate closure and enter those inspection results into the Contractor’s digital database or the State’s digital database no later than two (2) working days after the</td></tr>
</table>

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	activity was completed. Follow-up inspections for facility inspections that do not result in a point accumulation requiring a re-inspection should not be performed absent a methodology approved by the State or under extenuating circumstances. a. The Contractor shall have a system for tracking all re-inspections that are required to maintain timely completion of all required re-inspections. 3. The Contractor shall record licensing, inspection, intervention, violation, violation pervasiveness, and compliance data using the State's digital database or the Contractor's digital database as approved in writing by the State. 4. The Contractor shall complete progress reports when requested by the State. 5. The Contractor shall complete an electronic data transfer report each month or upon request by the State, if not using the State's digital database.
Primary Activity #2	The Contractor shall uniformly implement and administer the *Food Protection Act*.
Sub-Activities #2	1. The Contractor shall issue new and renewal licenses and certificates of license using the State's digital database or approved Contractor-specific data system(s), and remit $43.00 of the applicable licensing fee to DEHS on a monthly basis. Format, wording and content included in Contractor invoices for license fees shall be provided by the State's digital database or must be approved by DEHS. 2. The Contractor shall respond to any plans and specifications or HACCP plans submitted by retail food establishments within 14 days. a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify that food handling risks are reduced to prevent food-borne illness outbreaks. b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments. c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide a written response to the submitter with a statement describing how such deficiencies may be corrected. 3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing. 4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor may enroll and maintain progress in FDA's VNRFPS as staffing resources allow. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s). 7. The Contractor shall participate in the State's data standardization efforts.
Primary Activity #3	The Contractor shall conduct regulatory inspections and assure regulatory compliance for child care facilities in accordance with state laws, regulations and standards.
Sub-Activities #3	1. The Contractor shall inspect each licensed child care facility once every two years, or utilize the CDPHE Child Care risk-based inspection frequency methodology, or on a risk-based inspection frequency approved by the State and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. a. The Contractor shall inspect guest child care and public services short-term child care, if operating in their jurisdiction, annually.

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	b. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. c. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. 2. The Contractor shall record inspection, intervention, violation and compliance data into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. 3. If required by the agency, the Contractor shall review all plans submitted by child care facilities and provide written response within two weeks of submittal. 4. The Contractor shall review all variance requests submitted by child care facilities and provide a recommendation for approval or denial to be considered by CDPHE. 5. The Contractor shall participate in individual and statewide trainings offered by DEHS for the supporting data system and the child care program, per *Child Care Inspection Training Standards*. These standards are incorporated and made part of this contract by reference.
Primary Activity #4	The Contractor shall conduct regulatory inspections and assure regulatory compliance for schools in accordance with state laws, regulations and standards.
Sub-Activities #4	1. The Contractor shall inspect the high risk portions of each school that contains laboratory, industrial, art and/or vocational hazards (high risk only inspection) once per year and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. High risk only inspections shall be conducted in accordance with the *DEHS School Inspection Procedures SOP*. This document is incorporated and made part of this contract by reference. a. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. b. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. 2. The contractor shall inspect the low risk portions of each school that does not contain laboratory, industrial, art and/or vocational hazards (low risk only inspection) at least once every three years and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. Low risk only inspections shall be conducted in accordance with the *DEHS School Inspection Procedures SOP*. This document is incorporated and made part of this contract by reference. a. The Contractor shall have a system for determining and tracking the next inspection dates due in such a manner that allows for the Contractor to easily determine any past due inspections. As such, the Contractor shall not have inspections that are more than 90 days past due. b. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances. 3. The Contractor shall record inspection, intervention, violation and compliance data into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed. 4. If required by the agency, the Contractor shall review all plans submitted by schools and provide written response within two weeks of submittal.

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	5. The Contractor shall review all variance requests submitted by schools and provide a recommendation for approval or denial to be considered by CDPHE. 6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the school program or supporting data system(s).
Standards and Requirements	**Retail Food Standards and Requirements** 1. The Contractor shall comply with the *Food Protection Act, C.R.S. 25-4-1601, et.seq*. This document is incorporated and made part of this contract by reference. a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and guidance documents issued by DEHS which are used to clarify interpretation and implementation of the governing laws. 2. The Contractor shall have at least one (1) employee that has successfully completed retail food establishment standardization through the DEHS, or have one (1) employee who meets the standardization eligibility requirements (including compliance with FDA's VNRFPS Standard 2) for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS. 3. VNRFPS information is available on the following web site: http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/ProgramStandards/default.htm and is incorporated and made part of this contract by reference. 4. Progress in the FDA's VNRFPS will include: a. Participation in statewide committees for the development of the State requirements for a particular standard. b. Demonstration of advancement toward compliance with VNRFPS Standard 2 assuring retail food inspectors meet national criteria for appropriate training, education and standardization to adequately perform required inspections and interventions. c. Demonstration of advancement toward compliance with VNRFPS Standard 3 assuring a risk-based inspection focus, the correction of documented deficiencies, applying pervasiveness and statutory enforcement process, and assuring the focus of inspections on the highest risk establishments. d. Coordination with the department to facilitate DEHS audits of compliance audits performed as part of VNRFPS. e. Coordination with the department to conduct audits of DEHS for compliance with VNRFPS. 5. The Contractor shall complete retail food inspections at a sufficient rate to protect public health and maintain a consistent presence in the community (i.e. approximately 25% of annually required inspections completed per quarter). a. If extenuating circumstances cause the Contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing explaining the extenuating circumstances. b. When the Contractor lacks program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in their written notification to the State. The Contractor shall use Standard 8 from the 2022 VNRFPS as the basis for calculations in support of this justification. (FTE requirements calculated in accordance with Standard 8 may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally appropriate work completion) c. The Contractor shall verify all licensing fees collected are directed towards retail food program activities.

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6. The Contractor shall use the State inspection forms (or digital equivalent), or a form approved by the State, and mark the compliance status options for all violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each retail food establishment inspection. For each retail food violation marked out of compliance (Out), a pervasiveness determination of low, medium, or high shall be assigned.
    a. The Contractor shall, at the completion of each inspection, finalize the inspection report with the inspection findings and review the results with the facility prior to leaving the establishment. Conditions and violations noted on the inspection report at the time of the inspection cannot be altered after leaving the establishment without providing full documentation and explanation of the alterations to the facility. The necessity for any such alterations should be minimized to greatest extent possible and full documentation must also be recorded in State's digital database or the Contractor's approved digital database.
7. If the Contractor chooses to communicate retail food inspection results to the public, the Contractor shall use the State-approved methodology.
8. The Contractor shall maintain inspection and compliance records for retail food establishments in the State's digital database, or in the Contractor's State-approved digital database in order for DEHS to determine:
    a. An accurate and complete inventory of existing retail food establishments;
    b. The number of inspections and re-inspections conducted;
    c. The number of inspections that resulted in closure of the inspected facility;
    d. Completion rates for required inspections and interventions;
    e. If any inspection reports were altered after issuance at the time of inspection, and the number of any such altered reports;
    f. Whether the required inspection frequency was met; and
    g. The number of enforcement actions taken to obtain compliance in retail food establishments.

Child Care and Schools Standards and Requirements

1. The Contractor shall provide inspections and assure compliance to establish and enforce sanitary standards for the operation and maintenance of child care facilities and schools and child care facilities in accordance with Section 5 of 6 CCR 1014-7, *Core Public Health Services.*
    a. When sufficient appropriations are absent, the Contractor shall set priorities for completing the required child care and school inspections, and include the list of priorities in its local public health plan submitted pursuant to section 25-1-505, C.R.S.
2. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2, 6 CCR 1010-6, 6 CCR 1010-7, and the *Core Public Health Services regulations*. These documents are incorporated and made part of this contract by reference
    a. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and guidance documents issued by DEHS which are used to clarify interpretation and implementation of the rules and regulations.
3. The contractor shall ensure compliance with the *Child Care Inspection Training Standards* for employees when conducting inspections in child care facilities.
4. The contractor shall ensure compliance with the *School Inspection Training Standards* for employees conducting inspections in schools.
5. The Contractor shall use the State inspection forms (or digital equivalent), or a form approved by the State, and mark the compliance status options for all violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each child care or school inspection.

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	a. The Contractor shall, at the completion of each inspection, finalize the inspection report with the inspection findings and review the results with the facility prior to leaving the establishment. Conditions and violations noted on the inspection report at the time of the inspection cannot be altered after leaving the establishment without providing full documentation and explanation of the alterations to the facility. The necessity for any such alterations should be minimized to greatest extent possible and full documentation must also be recorded in State's digital database or the Contractor's approved digital database. 6. The Contractor shall maintain adequate inspection and compliance records for child care establishments and schools in a digital database in order for DEHS to determine: a. An accurate and complete inventory of existing child care facilities and schools; b. The number of inspections due, past due, and completed; c. The number of non-critical and critical item violations cited during child care facility and school inspections, and whether critical items identified on inspections were corrected; d. Completion rates for required inspections; and, e. Whether the required inspection frequency was met. **General Standards and Requirements** 1. DEHS will provide the following report templates to the Contractor: a. Progress report template or other reporting method. 2. Quarterly reporting may be provided using the Contractor's data system reporting capabilities (i.e. the Contractor can submit "canned" reports with some or all data elements). 3. The contractor shall actively participate in the planning for, execution of, and responses to comprehensive DEHS program audits of environmental health services provided to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.
Expected Results of Activity(s)	1. Complete inspections and assure regulatory compliance in retail food establishments in proportion with the revenue generated from retail food license fees established by the State so that the Contractor can maintain compliance with Title 25, Article 4, Part 16, C.R.S. 2. Complete inspections and assure regulatory compliance in child care facilities and schools in proportion with the funding provided through this contract.
Measurement of Expected Results	1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State's risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed. 2. The number of retail food re-inspections and facility closures required and completed in accordance with state law. 3. Violation rates, by violation (checklist item), for retail food establishment inspections and associated rates of low, medium or high pervasiveness for each violation. 4. The number of child care facility inspections required to be completed by the Contractor during the State fiscal year and the number of child care facility inspections completed. 5. The number of high-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of high-risk school inspections actually completed.

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	6. The number of low-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of low-risk school inspections actually completed.	
		Completion Date
Deliverables	1. The Contractor shall remit $43.00 of the applicable retail food licensing fee to DEHS on a monthly basis.	No later than 15th day of following month
	2. The Contractor shall submit an electronic data transfer each month in accordance with data standardization workgroup protocol (if not using the State's digital database) to the Deputy Director of DEHS, or their designee, via email.	No later than 15th day of following month
	3. Upon request, the Contractor shall submit an inspection and compliance progress summary (if not using the State's digital database) to the Deputy Director of DEHS, or their designee, via email.	Within 10 days of request

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Deputy Director of DEHS. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, inspection inventories, inspection reports, site visits, electronic data and joint inspections 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.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within **fifteen (15)** calendar days of discovery of a compliance issue. Within **thirty (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 Deputy Director of DEHS 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.

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EXHIBIT C

Budget

Agency Name	Total	Quarterly Distribution
Gunnison County	$15,000.00	$3,750.00

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Airport Terminal Lease Agreement; Gun

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and ARINC Incorporated

Term Begins: 06/01/2023 **Term Ends:** **Grant Contract #:**

Summary:

ARINC to lease terminal space for communication equipment serving the aviation industry.

Fiscal Impact: $2,400 annual rent

Submitted by: Stephanie Petsch **Submitter's Email Address:** spetsch@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 5/11/2023

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

Comments:
Legally sufficient. SO 5/31/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/31/2023 Certificate of Insurance Required

Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2023

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

Agenda Date: 6/6/2023

Revised April 2015

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AIRPORT TERMINAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of this ____ day of _____, 2023 (the "Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY**, **COLORADO**, a body corporate and politic, on behalf of the **GUNNISON-CRESTED BUTTE REGIONAL AIRPORT** (the "County") and **ARINC INCORPORATED**, (the "Lessee").

WHEREAS, the County, a political subdivision of the State of Colorado, owns and operates the Gunnison-Crested Butte Regional Airport located within and adjacent to the City of Gunnison (which Airport and any additions, changes or improvements thereto are collectively called the "Airport"); and

WHEREAS, the Lessee is engaged in the business of providing services to the air transportation industry; and

WHEREAS, the Lessee desires to expand its current leased space with the County and the County is willing to lease and grant to the Lessee and the Lessee is willing to rent and obtain from the County certain expanded premises and facilities on the Airport for the purpose of installing and operating aeronautical equipment for air to ground air carrier communications and data transfer in accordance with the terms and provisions of the Lease and any applicable Airport Rules and Regulations and as amended from time to time, together with certain rights, licenses and privileges thereon;

WHEREAS, the current lease agreement dated 30th September 2021 is hereby mutually terminated by both parties and is replaced by covenants and agreements herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the County and the Lessee do hereby mutually undertake, promise and agree, each for itself, its successors and assigns, as follows:

1. TERM

Unless sooner terminated, as provided herein, the initial term of this lease agreement shall be for three (3) years from June 1, 2023 **("Rent Commencement Date")** and ending May 31st, 2026 **("Initial Term").** Thereafter, the term of this lease agreement will be automatically renewed for up to five (5) successive two (2) year terms, provided that County and Lessee shall both have the option to terminate this Lease at any time during the Lease Term by delivering written notice of such election to terminate to the other party at least ninety (90) days prior to the desired termination date.

2. DESCRIPTIONS AND USE OF LEASED PREMISES

County hereby leases to Lessee the following space: approximately one hundred and twenty (120) cubic feet (3' x 4' x 10') of space located in the storage area adjacent to the main electrical room on the first floor of the Airport Operations building for installation of Lessee's aeronautical communications equipment cabinets and antennas at the Gunnison-Crested Butte Regional Airport, 519 Rio Grande

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Avenue, Gunnison, Colorado 81230, and including exterior/rooftop space for Lessee's associated antennae (the "**Premises**"), as depicted on the attached photographs in Exhibit "A".

So long as the Lessee makes timely payment of rent and otherwise complies with the terms of this lease agreement, Lessee shall be entitled to the use and enjoyment of the premises described herein subject to the terms hereof.

The Lessee shall have the exclusive right to use and occupy and shall peaceably have and enjoy those premises more particularly identified in Exhibit 1, attached hereto and by reference incorporated herein. Such exclusive area shall consist of approximately one hundred and twenty (120) cubic feet (3' x 4' x 10') of space. Such premises may be utilized by the Lessee for the installation and use of AIRCOM Cockpit Radio Network equipment.

3. RENT

Commencing on the **Rent Commencement Date**, as defined in Section 1 above, Lessee shall pay the County a rental of **Two Thousand Four Hundred Dollars ($2,400.00)** per *year*, payable *annually* in advance. The first payment of rent shall be made within thirty (30) days after the Rent Commencement Date, and subsequent installments of rent shall be due and payable on the first day of each annual renewal of the Lease Term. The rental rate shall automatically increase by three percent (3%) on the first day of each year of the Lease Term. In the event that either Party shall exercise its option to terminate this Lease, any rent which has been prepaid by Lessee that is attributable to a period after the termination date shall be refunded to Lessee within thirty (30) days after the termination date.

4. USE AND ACCESS.

a. Lessee shall use the Premises for its communication equipment serving the aviation industry.
b. Lessee may install, operate, maintain, store and remove on the Premises such communication equipment as may be necessary to its business, including transmitters, receivers, power supplies and antennas.
c. Lessee shall not use the Premises for any other purposes without prior written consent of the County.
d. Lessee shall have the right to add and exchange radio equipment and antennas within its Premises without the prior written consent of the County unless such addition or exchange of radio equipment will occupy an area larger than that defined within this agreement under **2. DESCRIPTIONS AND USE OF LEASED PREMISES** without the prior written consent of the County which may alter the rent payable.
e. For the purpose of routine maintenance and/or emergency repairs of radio equipment, Lessee shall give reasonable notice to County of such need. County will accommodate such request subject to security staffing escort availability.
f. In the event County requires the Premises for its purposes during the Lease Term, County shall have the right, subject to a minimum of ninety (90) days' prior written notice to Lessee, to relocate Lessee's equipment to a substantially similar space on the airport, subject to technical requirements of Lessee. Technical requirements must meet those provided for in the original space in ARINC's sole determination. In the event County is not able to relocate Lessee to a suitable space, either party may terminate this Lease, without further liability or obligation to each other, upon ninety (90) days written notice.

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5. UTILITIES.

Lessee, at its expense, may arrange for such telephone and communication service as it may require. Electric power shall be paid for by County and is included in the rent.

6. MAINTENANCE AND REPAIRS.

County shall be responsible for the repair, replacement and maintenance of the foundation, rooftop, structural, mechanical system, electrical elements, and building facade of the building in which the Premises are located, except where damage is caused by acts of the Lessee, in which case Lessee shall be responsible. Lessee shall keep the Premises in a clean, neat and orderly condition, free of debris and rubbish. At the expiration or termination of this Lease, Lessee shall surrender the Premises to County in the same condition as received, normal wear and tear excepted, remove Lessee's equipment and repair any and all damage to the Premises caused by the removal of said equipment. However, at Lessee's option, Lessee may leave any of its improvements on the Premises at such time of expiration or termination, and such improvements shall become the sole property and responsibility of County unless, at least 30 days before the end of the Lease Term, County has given Lessee written notice to remove them.

7. DEFAULT AND REMEDIES UPON DEFAULT.

Either Party shall have thirty (30) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any non-monetary default. If said default is one that cannot be cured within the thirty (30) day period, so long as the Party charged with the default diligently pursues a remedy during the thirty (30) day period, that Party shall be given additional time reasonably necessary to cure the default. If, subsequent to the foregoing requisite period, there continues to be an event of default, the non-defaulting Party may terminate this Lease upon written notice to the defaulting Party and may institute any other available proceedings at law or in equity to recover damages from the defaulting Party.

8. ASSIGNMENT/TRANSFER/SUBLEASE.

Lessee shall not assign or sublet all or any portion of the Premises or rights granted by this lease without the prior written consent of the County, whose consent shall not be unreasonably withheld; provided that, the Lessee shall be permitted to assign or sublet all or any portion of the Premises or rights granted by this lease without consent from the County so long as the assignment or sublet is to corporate parents, subsidiaries and affiliates, or by way of merger, operation of law, or related to the sale of all or substantially all of the assets or stock of the Lessee to a third party so long as the assignee has revenue equal to or greater than that of Lessee.

9. INSURANCE.

Lessee agrees that at all times during the Term of this Agreement that Lessee shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to Gunnison

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County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be cancelled without thirty (30) days prior notice to Gunnison County.

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

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, no less than Four Hundred Twenty-Four Thousand and No/100 U.S. Dollars ($424,000.00); and for an injury to two or more persons in any single occurrence, no less than the sum of One Million One Hundred Ninety-Five Thousand and No/100 U.S. Dollars ($1,195,000).

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $424,000 for any injury to one person in any single occurrence and in an amount no less than $1,195,000 for any injury to two or more persons in any single occurrence.

The County shall be listed as an additional insured on the Commercial General Liability and Automobile liability policies only to the extent of the Lessee's indemnification obligations hereunder.

10. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Contractor or its employees, subcontractors or agents in connection with this Agreement.

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

11. ENVIRONMENTAL.

Lessee agrees that the Premises will not be used for disposal of hazardous or toxic materials. Lessee shall not dispose of hazardous substances, hazardous waste, hazardous materials, and toxic substances as defined under any federal, state or local laws and regulations in effect during the Lease Term. Lessee is not responsible or liable for environmental contamination arising prior to, during or after the Lease Term not caused by Lessee.

12. COMPLIANCE WITH LAWS.

Lessee, its officers, employees, and contractors shall observe and comply with all laws and regulations promulgated under any federal, state, county or municipal laws affecting the use of the Premises and the manner in which the Premises are or should be used by the Lessee.

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13. NOTICES.

Any notice required by this Lease must be hand delivered, sent by certified mail, return receipt requested, or by a reputable overnight delivery service to the appropriate party at the addresses set out below or to any other address that the parties subsequently designate in writing.

To County:
Gunnison-Crested Butte Regional Airport
519 Rio Grande Avenue
Gunnison, CO 81230
Attention: Airport Manager

To Lessee:
ARINC Incorporated
2551 Riva Road
Annapolis, MD 21401-7435
Attention: Real Estate, Mailstop 5-1B35

14. MISCELLANEOUS

(a) 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) 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) 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) 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.

15. 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.

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16. ELECTRONIC SIGNATURES.

The Parties acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all intents and purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, COLORADO

By:_____
Jonathan Houck, Chairperson

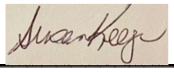
_____
Elizabeth Smith , Commissioner

_____
Laura Puckett-Daniels, Commissioner

Attest:

_____
Katherine Haase, Deputy Clerk

ARINC Incorporated



Susan Keegan, Vice President

DocuSign Envelope ID: 10B51971-0126-4900-A1A3-D0F8181F3270

Exhibit A
Premises

Gunnison Airport Operations Building First Floor Area for Lessee's equipment cabinet, including wall space for cavity filters:



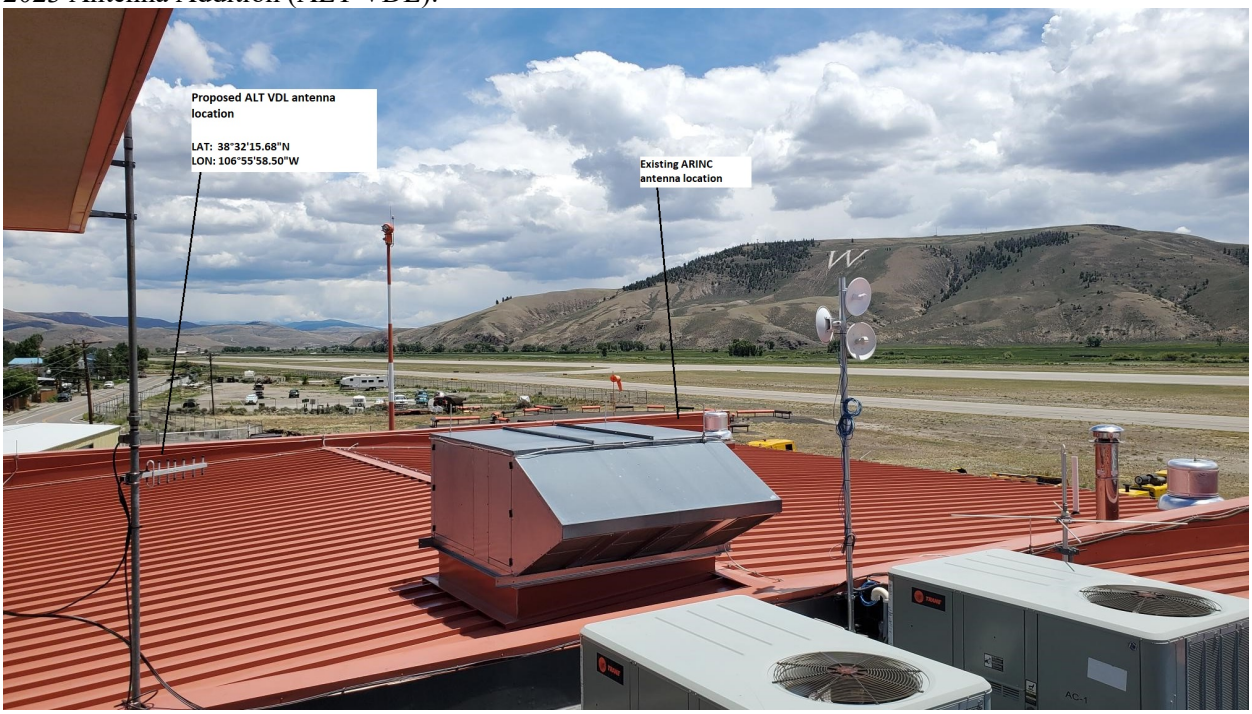
DocuSign Envelope ID: 10B51971-0126-4900-A1A3-D0F8181F3270

Exterior Antennae Locations:

Original Antenna Installation



2023 Antenna Addition (ALT VDL):



AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for Colorado Department of Early Childhoo

Action Requested: County Manager Signature

Parties to the Agreement: Colorado Department of Early Childhood

Term Begins: 7/1/2023 **Term Ends:** **Grant Contract #:** 21 IHIA 159833 - Am6 (18294

Summary:

FY 24 CDEC Grant Contract for signature for services related to the GH Early Childhood Council for $112,072. Additional FY 25 funding of $9,153.

Fiscal Impact:

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 5/31/2023

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

Comments:
Legally sufficient. SO 5/30/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/30/2023 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2023

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

Agenda Date: 6/6/2023

Revised April 2015

COLORADO
Department of Early Childhood

INTERGOVERNMENTAL CONTRACT AMENDMENT #6

SIGNATURE AND COVER PAGE

<table>
<tr>
<td>State Agency
Colorado Department of Early Childhood
710 South Ash Street
Glendale, CO 80246</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
24 QAAA 182946</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 $7,626,301, 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).</td>
<td>Contract Performance Beginning Date
July 1, 2020</td>
</tr>
<tr>
<td>Current Contract Expiration Date
September 30, 2024</td>
</tr>
</table>

State Fiscal Year 2024 $112,072* *Two General Accounting Encumbrances (GAE) have been appropriated and added to this contract for: • Quality Improvement (QI) – in the amount of $5,344,341, is subject to appropriated funds, • Expanding Quality in Infant Toddler Care (EQIT) – in the amount of $627,000 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). State Fiscal Year 2025 $9,153 Total for All State Fiscal Years $381,995*	

Signature Page begins on next page →

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR	**STATE OF COLORADO**
Gunnison County _____ By: Matthew Birnie, County Manager Date: _____	Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ed.D., Executive Director _____ By: Lisa Castiglia, Deputy Chief Financial Officer 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 / Toni Williamson / Telly Belton

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, 2023, 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 Contract Expiration Date, increases funds for SFY24 and SFY25 services and amends Exhibits A, B, F and G.

5. MODIFICATIONS

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

A. **Extend the Contract Expiration Date from June 30, 2023 to September 30, 2024**

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 SFY24 by $112,072 and SFY25 by $9,153 and Increases the Maximum Amount for All State Fiscal Years from $260,770 to $381,995.**

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 #6, 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 #6, 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 #6, which is attached and incorporated by this Amendment, shall replace Exhibit F – Amendment #5 of the Original Contract.

F. **Exhibit G – Supplemental Provisions for Federal Awards**

Exhibit G – Amendment #6, 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.

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, 2023 – SEPTEMBER 30, 2024

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, 2023 – September 30, 2024

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 Colorado Department of Early Childhood (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, 2023 - June 30, 2024	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, 2023 - June 30, 2024	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, 2023 - June 30, 2024	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, 2023 - June 30, 2024	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, 2023 - June 30, 2024	Submitted updated Strategic Plan annually	Plan is submitted to the CDEC	Council Co-Coordinator	Personnel

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, 2023 - June 30, 2024	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, 2023 - June 30, 2024	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, 2023 - June 30, 2024	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, 2023 - June 30, 2024	Submitted Bylaws, Operating Agreement, and Organizational Chart	Bylaws, Operating Agreement, and Organization Chart is submitted to CDEC	Council Co-Coordinator	Personnel
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, 2024 and annually thereafter.**				
Key Activity D: 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 1, 2024	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

EARLY CHILDHOOD SYSTEMS BUILDING SCHEDULE/MILESTONES

Measurement	Schedule	Deliverables
An updated and approved strategic plan shall be submitted to the CDEC.	June 30, 2024.	The GHECC shall update and approve the strategic plan and evaluation plan annually.
An evaluation report shall be submitted to the CDEC.	June 30, 2024.	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 January 31, 2024	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 May 1, 2024.	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.
Participate as needed in the Shared Measures data collection	Jul 1, 2023-June 30, 2024.	GHEC shall participate in Shared Measurement Tool Data sharing as required.

ACCEPTANCE CRITERIA

The acceptance of all deliverables shall reside with the Colorado Department of Early Childhood (CDEC), Division of Early Learning and Quality. 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 Colorado Child Care Assistance Program (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, 2023 – September 30, 2024

COLORADO SHINES QUALITY IMPROVEMENT BASE FUNDING 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	7/1/2023 – 6/30/2024	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.	7/1/2023 – 6/30/2024	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

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	7/1/2023 – 6/30/2024	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	7/1/2023 – 6/30/2024	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
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	7/1/2023 – 6/30/2024	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 Quality Rating and Improvement System (QRIS) Program Guide to licensed providers	7/1/2023 – 6/30/2024	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: CCCAP 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	7/1/2023 – 6/30/2024	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
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	7/1/2023 – 6/30/2024	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	7/1/2023 – 6/30/2024	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

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Early Childhood Council Meetings and Outreach messages: email, Facebook, newspapers	7/1/2023 – 6/30/2024	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, 2023 – June 30, 2024	• 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, 2023 – June 30, 2024	• 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, 2023 – June 30, 2024	• 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, 2023 – June 30, 2024	• 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 Colorado Department of Early Childhood (CDEC), Division of Early Learning and Quality. 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 PDIS Credentialed 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 EQ RELATE Coaching, following all EQ Initiatives guidelines. Any changes to the EQIT Course of Training, the EQ Coaching model must be pre-approved. Other high-quality, evidence-based professional development for infant toddler early care educators can be provided with Program

Manager approval including enhanced coaching, Touchpoints, and scholarships for ECE 111/112 and/or the Infant Toddler or Family Child Care CDA. All requirements of these programs must be met.

The EQIT course and coaching are designed to be offered at very low cost to infant toddler caregivers across Colorado. However, Early Childhood Councils may charge a nominal fee (up to $50/pp for training) and may use those funds ONLY for EQIT-related needs. There must be a written plan in place to reduce or eliminate this charge for individuals who cannot afford to pay training fees.

Period of Performance

July 1, 2023 - September 30, 2024

Work Plan

EQ Initiative Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:	**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.** **EQ 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 and/or impacting the quality of infant toddler care and enhancing the relationships around infants and toddlers.	July 1, 2023 - June 30, 2024	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. The EC Council and EQ team members shall participate in professional development and/or technical assistance offered by the EQ Initiative.	Quarterly Reporting includes: ● Description provided of efforts to contact, coordinate, and collaborate with key stakeholders ● Detailed description of connections between EQ and other quality improvement work. ● Name and contact information of local community college contact with description of efforts to offer course credit to EQIT participants	Co-Coordinator or EQ Staff.	Personnel

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, 2023 - June 30, 2024	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 Activities 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, 2023 provide detailed annual course plan with advertising ● By July 30, 2023 whenever they change and at least quarterly, provide primary contact and registration contact for EQIT Courses ● 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, 2023, January 31, 2024, April 30, 2024 and June 30, 2024 including participant PDIS ID. ● EQ Infant Toddler Specialists who provide EQIT course are PDIS Credentialed EQ Infant Toddler Specialists by July 30, 2023	EQ Staff	Personnel
Fidelity implementation and course outcome data collected	July 1, 2023 - June 30, 2024	● 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 Coaching, an evidence-based, infant and toddler specific coaching model	July 1, 2023 - June 30, 2024	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, 2023, January 31, 2024, April 30, 2024 and June 30, 2024, and each time coaching is reimbursed/invoiced ● Infant toddler specialists providing EQ RELATE coaching maintain a PDIS ITS-C Credential by July 30, 2023	EQ staff	Personnel
Infant Toddler Specialist-provided coaching	July 1, 2023 - June 30, 2024	Contingent on capacity and community need, infant toddler early care educators can receive 8 to 15 hours of EQ RELATE Coaching implemented to fidelity as described in the business rules for EQ Initiative Activities and EQ Implementation Handbook. **24** of individualized EQ RELATE Coaching to infant toddler early care educators and associated coursework Corrine Jaeger 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, 2023, January 31, 2024, April 30, 2024 and June 30, 2024, and each time coaching is reimbursed/invoiced	Corrine Jaeger – EQIT trainer and Coach	Personnel

SCHEDULE/MILESTONES

- The GHECC shall submit a detailed Infant Toddler Professional Development Planning Worksheet for FY 24 EQIT course(s) and coaching to include dates and instructors/coaches by July 1, 2023. This plan shall include verification of active status of all EQ Infant Toddler Specialists and Coaches. **NO enrollment in FY24 EQIT courses can take place until this information is provided to the EQ Initiative.**
- The GHECC shall order materials for FY 24 Fall EQIT course(s) by July 30, 2023 and shall order materials for FY 24 Spring EQIT course(s) by November 30, 2023.
- 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, 2023.

- The GHECC shall complete 2 EQIT courses of training by June 30, 2024.
- The GHECC shall complete 24 hours of EQ-funded Coaching by June 30, 2024.
- The GHECC shall submit required quarterly reports by October 31, 2023, January 31, 2024, April 30, 2024 and **June 30, 2024**.

ACCEPTANCE CRITERIA

The acceptance of all EQ Initiative deliverables shall reside with the Department of Early Childhood (CDEC), 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

July 1, 2023 – September 30, 2024

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, 2023 - June 30th, 2024.	-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	July 1st, 2023 - June 30th, 2024.	-Frequent contact are made with each child care provider to inform of enhanced supports and connect to available resource.	-Number of contacts made throughout the grant period	Availability and Outreach Navigator	Personnel
CCR&R Work Plan					
Key Activity C: upload data to the Colorado Shines Salesforce system					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Upload data to the Colorado Shines Salesforce system to inform the Colorado Shines Statewide Call Center and search results on the Colorado Shines website (http://coloradoshines.org/);	July 1st, 2023 - June 30th, 2024.	-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, 2023 - June 30th, 2024.	-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 Co-Coordinator	Personnel
Continue with activities obligated to funds for Availability of Care funding and Family Childcare Navigator funding during the 2023-2024 Fiscal year.	7/1/24-9/30/24	See above	See above	See above	

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, 2024	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, 2024	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, 2024	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 Colorado Department of Early Childhood (CDEC). 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, Early Childhood Mental Health (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, 2023 through September 30th, 2024

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, 2023-June 30th, 2024	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, 2023-June 30th, 2024	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, 2023-June 30th, 2024	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, 2023-June 30th, 2024	Support FCCH providers in accessing and completing applications for grants and other opportunities	Number of providers supported through the application process	FCCH Navigator	Personnel

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Connect FCCH providers with CSQI Navigators	July 1st, 2023-June 30th, 2024	FCCH providers have a good understanding of the Colorado Shines Quality Rating and Improvement System and the rating process. - Promote the Colorado Shines Quality Rating and Improvement System and Colorado Early Learning Development Guidelines at least once a month.	-Number of providers connected to CSQI navigators and coaches	FCCH Navigator QI Navigator and Coach	Personnel
FCCH Work Plan					
Key Activity B: Developing and sharing information with family child care home providers around legislative changes impacting their operations					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Share information with new and existing FCCH providers around HB21-1222 and SB21-077	July 1st, 2023-June 30th, 2024	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	July 1st, 2023-June 30th, 2024	New and existing FCCH providers are aware of, understand, and are able to obtain a fiscal agreement with the Colorado Child Care Assistance Program (CCCAP).	-Number of providers given information on CCCAP -Number of FCCH providers with a CCCAP fiscal agreement	FCCH Navigator	Personnel
FCCH Work Plan					
Key Activity E: Recruiting new family child care home providers in Gunnison and Hinsdale Counties.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Recruiting new family child care home providers in their communities and connecting them with the licensing bonus program, if applicable;	July 1st, 2023-June 30th, 2024	-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, 2023-June 30th, 2024	New and existing FCCH providers are given information on available programs and consultative supports.	-Number of providers contacted and given information	FCCH Navigator	Personnel

FCCH Work Plan					
Key Activity G: participating in ongoing technical assistance and training opportunities. including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.					
Tasks	**Time Period**	**Deliverable**	**Measurement**	**Person(s) Responsible**	**Budget Category**
Participation in ongoing technical assistance and training opportunities including around equity, diversity and inclusion, and a community of practice with other family child care home navigators, led by the Family Child Care Home Navigator Project Manager.	July 1, 2023-June 30th, 2024	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
Continue with activities obligated to funds for Availability of Care funding and Family Childcare Navigator funding during the 2023-2024 Fiscal year.	7/1/24-9/30/24	Activities conducted	# of activities conducted under this task	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, 2024	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, 2024	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, 2024	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, 2024	Number of new licensed FCCH providers

Measurement	Schedule	Deliverables
Refer FCCH providers to the CSQI navigator in order to increase the number of quality rating FCCH providers in the community.	June 30th, 2024	• 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 Colorado Department of Early Childhood (CDEC), Division of Early Learning and Quality. 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.

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Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County dba Gunnison Hinsdale Early Childhood Council
Budget Period	July 1, 2023 - June 30, 2024
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	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 — **SFY 2024**

Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	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 #1	Plans and facilitates council meetings, manages the budget and contracts, oversees Quality Improvement funding, leads planning processes, and assists in writing grants. (ECSB 11%, CSQI 9%, CCR&R 0%, FCCH 0%)	$97,715	$31,304	12	20%	$ 14,192	$ 11,612	$ -	$ -	**$ 25,804**
Council Co-Coordinator #2	Coordinates council meetings, council member outreach, leads planning processes, completes quarterly reports, writes grants, and provides some quality improvement navigating. (ECSB 15%, CSQI 12%, CCR&R 0%, FCCH 0%)	$80,419	$29,120	12	27%	$ 16,157	$ 13,145	$ -	$ -	**$ 29,302**
Coach/QI Navigator	Outreaches to childcare providers, provides direct coaching and training for childcare providers and some quality improvement navigating. (ECSB 0%, CSQI 9.5%, CCR&R 0%, FCCH 0%)	$69,992	$12,002	12	14%	$ -	$ 11,069	$ -	$ -	**$ 11,069**
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%)	$50,398	$12,002	12	53%	$ -	$ 1,872	$ 14,352	$ 16,848	**$ 33,072**
					Total Personnel Services (including fringe benefits)	**$ 30,349**	**$ 37,698**	**$ 14,352**	**$ 16,848**	**$ 99,247**

Contractors/Consultants (payments to third parties or entities) — **SFY 2024**

Name	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -	$ -	**$ -**
	Total Contractors/Consultants	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Travel — **SFY 2024**

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 — **SFY 2024**

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	$ 403	$ -	$ -	$ -	**$ 403**
Office Supplies	Papers, Pen, Markers, Printer Ink	$ 200	$ -	$ -	$ 125	**$ 325**
Meeting/Events Costs	Materials, Food for meetings or celebrations	$ 500	$ -	$ -	$ 216	**$ 716**
Annual Conference	Space rental, speakers, materials, food, awards	$ 300	$ 192	$ 242	$ 652	**$ 1,386**
Registration Fees	RMECC or Other Trainings	$ 400	$ -	$ 400	$ -	**$ 800**
	Total Supplies & Operating Expenses	**$ 2,803**	**$ 792**	**$ 1,297**	**$ 2,493**	**$ 7,385**

Items that cannot be included in Modified Total Direct Costs (MTDC)
Items listed in this section should not be included in other sections — **SFY 2024**

Item	Description of Item	ECSB	CSQI	CCR&R	FCCH Navigator	Total Amount Requested from CDEC
Tuition Reimbursement	Tuition reimbursement after completion of ECE courses that are not covered by CDEC.	$ -	$ -	$ 624	$ -	$ 624
Partial Stipends	Awards for providers to meet licensing requirements or become licensed, professional development, materials, or other expenses related to quality improvement	$ 1,356	$ 531	$ -	$ 500	**$ 2,387**
	Total Items that cannot be included in MTDC	**$ 1,356**	**$ 531**	**$ 624**	**$ 500**	**$3,011**
	TOTAL DIRECT COSTS	**$ 36,008**	**$ 39,450**	**$ 16,273**	**$ 20,341**	**$ 112,072**

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 $25,000.		**$ 34,652**	**$ 38,919**	**$ 15,649**	**$ 19,841**	**$ 109,061**
Indirect Costs **[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]**						**SFY 2024**
Item	**Description of Item**	**ECSB**	**CSQI**	**CCR&R**	**FCCH Navigator**	**Total Amount Requested from CDEC**
	No costs shall be reimbursed by CDEC for this category.					
	Total Indirect	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
	TOTAL EARLY CHILDHOOD SYSTEMS BUILDING (ECSB)	**$ 36,008**				
	TOTAL COLORADO SHINES QUIALITY IMPROVEMENT (CSQI)		**$ 39,450**			
	TOTAL CHILD CARE RESOURCE & REFERRAL (CCR&R)			**$ 16,273**		
	TOTAL FCCH Navigator				**$ 20,341**	
	TOTAL AMOUNT REQUESTED FROM CDEC					**$ 112,072**
	PERCENTAGE OF BUDGET BY PROJECT					**SFY 2024**
		ECSB	**CSQI**	**CCR&R**	**FCCH Navigator**	**Total Percentage**
	PERCENTAGE OF BUDGET BY PROJECT	32%	35%	15%	18%	**100%**

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

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Colorado Department of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Gunnison County dba Gunnison Hinsdale Early Childhood Council
Budget Period	July 1, 2024 - September 30, 2024
Project Name	Early Childhood Council Availability of Care (AOC) Family Child Care Home Navigator (FCCH)

Program Contact Name	Margaret Wacker
Phone	970.641.7913
Email	mwacker@gunnisoncounty.org
Fiscal Contact Name	Jody Wise
Phone	970.641.7679
Email	jwise@gunnisoncounty.org

Expenditure Categories

Personnel Services - Salaried Employees — **SFY 2025**

Position Title	Description of Work and Fringe Benefits Include: Retirement, Paid Holidays, Paid Sick Leave, Paid Vacation	Gross or Annual Salary	Fringe	Number of Months on Project	Total Percent of Time on Project	Child Care Resource & Referral (CCR&R)	FCCH Navigator	Total Amount Requested from CDEC
Early Childhood Resource 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.	$50,398	$12,002	$3	51%	$ 3,744	$ 4,212	**$ 7,956**
					Total Personnel Services (including fringe benefits)	**$ 3,744**	**$ 4,212**	**$ 7,956**

Contractors/Consultants (payments to third parties or entities) — **SFY 2025**

Name	Description of Item	CCR&R	Navigator	Requested from
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -
	Total Contractors/Consultants	**$ -**	**$ -**	**$ -**

Travel — **SFY 2025**

Item	Description of Item	CCR&R	Navigator	Requested from
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -
	Total Travel	**$ -**	**$ -**	**$ -**

Supplies & Operating Expenses — **SFY 2025**

Item	Description of Item	CCR&R	Navigator	Requested from
Computer Cost/IT Charge	39% of 1 laptop @$3,000/year = $1,000	$ 324	$ 873	$ 1,197
	Total Supplies & Operating Expenses	**$ 324**	**$ 873**	**$ 1,197**

Items that cannot be included in Modified Total Direct Costs (MTDC)
Items listed in this section should not be included in other sections — **SFY 2025**

Item	Description of Item	CCR&R	Navigator	Requested from
	No costs shall be reimbursed by CDEC for this category.	$ -	$ -	$ -
	Total Items that cannot be included in MTDC	**$ -**	**$ -**	**$0**
	TOTAL DIRECT COSTS	**$ 4,068**	**$ 5,085**	**$ 9,153**
	MODIFIED TOTAL DIRECT COSTS (MTDC)	**$ 4,068**	**$ 5,085**	**$ 9,153**

Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

Indirect Costs
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached] — **SFY 2025**

Item	Description of Item	CCR&R	Navigator	Requested from
	No costs shall be reimbursed by CDEC for this category.			$ -
	Total Indirect	**$ -**	**$ -**	**$ -**
	TOTAL AVAILABILITY OF CARE (AOC)	**$ 4,068**		
	TOTAL FCCH Navigator		**$ 5,085**	
	TOTAL AMOUNT REQUESTED FROM CDEC			**$ 9,153**

PERCENTAGE OF BUDGET BY PROJECT — **SFY 2025**

	CCR&R	Navigator	Total Percentage
PERCENTAGE OF BUDGET BY PROJECT	44%	56%	**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 CDEC_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

CDEC_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. This provision does not allow for a reduction in the rate of pay.

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

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

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 (CDC), 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 CDEC 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 CDEC_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 CDEC 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 CDEC_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) $4,700 per EQIT Course;
b) $300 per EQIT Course to support data and reporting; and
c) $100 per hour for EQ RELATE and LENA 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 CDEC 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 CDEC_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 #6** - 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 Colorado Government**;
   ii. Subrecipient Unique Entity Identifier (UEI) number: **NSN9FAGKEDJ9**;
   iii. The Federal Award Identification Number (FAIN) is
      - **CCDF Discretionary - 2302COCCDD;**
      - **ARP Discretionary – 2101COCDC6;**
      - **ARP Stabilization – 2101COCSC6;**
      - **CRRSA - 2101COCCCC5**;
      - **PDG – 90TP0054;**
   iv. The Federal award date is
      - **CCDF Discretionary – 10/28/2022;**
      - **ARP Discretionary – 4/14/2021; ARP Stabilization – 04/14/2021;**
      - **CRRSA – 2/01/2021**;
      - **PDG – 12/27/2019;**
   v. The subaward period of performance start date is
      - **CCDF Discretionary – 10/01/2021;**
      - **ARP Discretionary – 10/01/2020;**
      - **ARP Stabilization – 10/01/2020;**
      - **CRRSA – 12/27/2020**;
      - **PDG – 12/31/2019;**

      and end date is**:**
      - **CCDF Discretionary – 09/30/2025;**
      - **ARP Discretionary – 09/30/2024;**
      - **ARP Stabilization – 09/30/2023;**
      - **CRRSA – 09/30/2023**;
      - **PDG – 12/30/2023;**
   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
SFY24 **SFY25**	**SFY24** **CCDF Discretionary – $43,373.20;** **ARP Discretionary – $39,238;** **ARP Stabilization - $0*;** **CRRSA – $0***; **PDG - $0*** **SFY25** **ARP Discretionary - $9,153**	**SFY24** **CCDF Discretionary – $43,373.20;** **ARP Discretionary – $39,238;** **ARP Stabilization - $0*;** **CRRSA – $0***; **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 $5,273,079 (CCDF Discretionary = $4,307,739; ARP Stabilization = $715,000; CRRSA = $232,000; PDG = $18,340) GAE funds shall be split among other Early Childhood Council (ECC) vendors. See Exhibit F, Section 12.** **SFY25** **ARP Discretionary - $9,153**	**SFY24** **CCDF Discretionary – $43,373.20;** **ARP Discretionary – $39,238;** **ARP Stabilization - $0*;** **CRRSA – $0***; **PDG - $0*** **SFY25** **ARP Discretionary - $9,153**

vii. Federal award project description:

- **CCDF Discretionary – Child Care and Development Fund;**
- **ARP Discretionary – Child Care Supplemental Discretionary Funds, American Rescue Plan Act, Child Care and Developmental Fund; ARP Stabilization - Child Care Stabilization Funds, American Rescue Plan Act, Child Care and Developmental Fund;**
- **CRRSA – Coronavirus Response and Relief Supplemental Act (CRRSA), Child Care Development Block Grant**;
- **PDG - Colorado Preschool Development Grant;**

viii. The name of the Federal awarding agency is **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 – CFDA 93.575,** name is **Child Care and Development Block Grant Act of 1990,** and dollar amount is **$14,220,255;**
- **ARP Discretionary – CFDA 93.575,** name is **Child Care and Development Block Grant Act of 1990,** and dollar amount is **$178,553,758;**
- **ARP Stabilization – CFDA 93.575,** name is **Child Care and Development Block Grant Act of 1990,** and dollar amount is **$286,156,175;**
- **CRRSA – CFDA 93.575**, name is **Coronavirus Response and Relief Supplemental Act**, and dollar amount is **$119,294,226**;
- **PDG – CFDA 93.434,** name is **Child Care and Development Block Grant Act of 1990,** and dollar amount is **$26,056,722;**

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 CDEC 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

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approval for the Safe Streets for All Action Plan

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Federal Highway Administration

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

Summary:

This is the contract for the previously approved Safe Streets for All action plan grant. It is a joint effort with the City of Gunnison and the Town of Crested Butte. The action plan is required in order to apply for additional SS4A funds.

Fiscal Impact: $16,918

Submitted by: MARTIN SCHMIDT **Submitter's Email Address:** mschmidt@gunnisoncounty.org

Finance Review: (•) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\PSolheim Discharge Date: 5/31/2023

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

Comments:
Legally sufficient. SO 5/30/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/30/2023 Certificate of Insurance Required

Yes ( ) No (•)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2023

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

Agenda Date: 6/6/2023

Revised April 2015

1. Award No.
693JJ32340157

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.939

4. Award To

Gunnison County
200 E Virginia St Gunnison, CO 81230

Unique Entity Id.: NSN9FAGKEDJ9
TIN No.: 84-6000770

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective date of award – 22 months

7. Total Amount

Federal Share:	$160,000.00
Recipient Share:	$ 40,000.00
Other Federal Funds:	$ 0.00
Other Funds:	$ 0.00
Total:	$200,000.00

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. Procurement Request No.
HSSP230482PR

11. Federal Funds Obligated
$160,000.00

12. Submit Payment Requests To
See article 20.

13. Payment Office
See article 20.

14. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.61006600

15. Description of Project
Develop an action plan to improve safety along the State Highway 135 corridor from Gunnison to Crested Butte.

RECIPIENT
16. Signature of Person Authorized to Sign

_____
Signature Date
Name: Jonathan Houck
Title: Chairman

FEDERAL HIGHWAY ADMINISTRATION
17. Signature of Agreement Officer

_____
Signature Date
Name: Jason Motala
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the "**USDOT**")] [Federal Highway Administration (the "FHWA")] and the County of Gunnison (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Safe Streets for All -- Initial Action Plan for Gunnison County.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Safe Streets for All -- Initial Action Plan for Gunnison County

Application Date: Sep 06, 2022

Award Amount.

SS4A Grant Amount: $160,000

2.2 Award Dates.

Period of Performance End Date: See section 6 on page 1

2.3 Budget Period

Budget Period End Date: See section 6 on page 1

2.4 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The award will be used by Gunnison County to develop a comprehensive safety action plan for the Hwy 135 corridor. Along this corridor are multiple high use intersections that need assessment and improvement. The comprehensive safety action plan will follow USDOTs eight-element planning model to identify improvements for the safety and resiliency of the transportation network, and to analyze the ability to respond, stabilize, and prevent serious injury or death. The process will engage community stakeholders, first responders, CDOT, and other governmental partners. A plan that is rooted in data analysis; considers populations that are most vulnerable to serious injury or fatality; creates a prioritization framework for implementation projects; and has leadership commitment to achieve zero deaths by 2045 will be developed through this process.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	1/1/2025
Planned Action Plan Completion Date:	4/1/2025
Planned Action Plan Adoption Date:	4/1/2025
Planned SS4A Final Report Date:	4/1/2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$160,000
Other Federal Funds:	$0.00
State Funds:	$0.00
Local Funds:	$28,000
In-Kind Match:	$12,000
Other Funds:	$0.00
Total Eligible Project Cost:	$200,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	$0.00	$12,000	$12,000
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	0	0
Contractual/Consultant	$160,000	$28,000	$188,000
Other	$0.00	$0,000	$0,000
Indirect Costs	$0.00	$0.00	$0.00
Total Budget	**$160,000**	**$40,000**	**$200,000**

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

UEI# NSN9FAGKEDJ9

4.2 Recipient Contact(s).

Martin Schmidt
Assistant County Manager for Public Works
Gunnison County
200 E Virginia St Gunnison, Colorado 81230
970-641-0044
mschmidt@gunnisoncounty.org

4.3 Recipient Key Personnel.

Name	Title or Position
Anton Sinkewich	City of Gunnison Planner
Troy Russ	Town of Crested Butte Planner

4.4 USDOT Project Contact(s).

Stephen Parker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-4668
Stephen.parker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)

Federal Highway Administration
Office of Acquisition and Grants Management
12300 W. Dakota Avenue, Suite 390
(720) 963-3589
Ashley.cucchiarelli@dot.gov

and

Division Administrator
Agreement Officer's Representative (AOR)
FHWA Colorado Division Administrator
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
Colorado.fhwa@dot.gov

and

Ajin Hu
Colorado Division Office Point of Contact
Grants Program Manager
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

and

Jeff Bellen
Colorado Division Area Engineer
Federal Highway Administration
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3438
jeff.bellen@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 6 on page 1.

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Intersections from Highway 50 to 6th Street in Crested Butte along Highway 135

Baseline Measurement Date: 7/1/2023

Baseline Report Date: 4/1/2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: The application did not highlight state highway 135 corridor. The actual scope of work will focus on a comprehensive safety plan for state highway 135 corridor (28 miles).

Schedule: Not Applicable

Budget: Not Applicable

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

This is an action plan and deliverables are being determined. The full spectrum of the project will strive to improve racial equity and reduce barriers to opportunity. Gunnison County is a equal opportunity employer that values a welcoming, equitable, diverse, and inclusive workplace and community that will allow the effective delivery of services and set standards that reflect our collective values.

Gunnison County endeavors to create a culture where all employees, community partners, and present and future generations feel a sense of belonging, value, and respect whatever their status or identity. We welcome the diverse voices of Gunnison County as we strive to preserve and promote the well-being and quality of life for all community members. As an employer, the County is committed to nondiscriminatory practices and providing equitable opportunities for employment and advancement in all of our departments, programs, services, and worksites.

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Ratification of Correspondence; BOCC Letter of Sup

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Request for ratification of the letter of support requested by Colorado Association of Ski Towns (CAST) and approved by the BOCC on 5/16/23.

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: 6/2/2023

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 6/6/2023

Revised April 2015

Gunnison County Board of County Commissioners
Phone: (970) 641–0248 • Fax: (970) 641–3061
Email: bocc@gunnisoncounty.org • www.GunnisonCounty.org

May 16, 2023

The Honorable Joe Neguse
United States House of Representatives
1419 Longworth HOB
Washington DC, 20515

Dear Representative Neguse,

Thank you for developing the proposed legislation, Affordability and Fairness for Mountain Communities Act, which will address making Area Median Income (AMI) calculations more realistic for housing projects and programs in high cost areas like Gunnison County. We appreciate the effort to more accurately calculate the relationship between incomes and housing needs within Gunnison County and hope that the waiver program as well as the required reports clearly outline the needs in High Housing Cost areas.

Due to the extremely high housing and construction costs in rural mountain resort communities, affordable housing developments are extremely difficult to make fit traditional housing funding parameters and programs. Assuring that AMI calculations identify these mountain communities as eligible for federal funding is critical, as additional federal funding is necessary to create attainable workforce and community housing in these high cost areas.

Sincerely,
Gunnison County Board of Commissioners

Jonathan Houck, *Commissioner* Liz Smith, *Commissioner* Laura Puckett Daniels, *Commissioner*

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Condominiumization Application; LUC-23-00016; Skyl

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:
Skyland Development Partners, LLC has submitted an application for the condominiumization of the existing fourplex on Golf Villas at Skyland on a 0.49 acre tract of land legally described as Tract D, as shown on the Partial Replat of Portions of Multifamily Tract 4, Skyland-Initial Filing, into Tracts B through F as recorded at Reception No. 639080

Fiscal Impact:

Submitted by: Sean Pope **Submitter's Email Address:** spope@gunnisoncounty.org

Finance Review: ◯ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ◯ Not Required

Comments:
Appears legally sufficient. ASFR 5.25.23

Reveiwed by: Alex San Filippo-Rosser Discharge Date: 5/25/2023 Certificate of Insurance Required

Yes ◯ No ◉

County Manager Review:

Comments:

Reveiwed by: Matthew Birnie Discharge Date: 5/30/2023

◯ Consent Agenda ◉ Regular Agenda ◯ Worksession Time Allotted: 5

Agenda Date: 6/06/2023

Revised April 2015

Gunnison County, CO
200 E Virginia Ave., Gunnison, CO 81230
Phone: (970) 641-7600
Website: www.gunnisoncounty.org

From: Sean Pope, Land Use Planner

To: **BOCC**

Date: May 24, 2023

Re: Golf Villas at Skyland, Condominiumization – LUC-23-00016

Skyland Development Partners, LLC has submitted an application for the condominiumization of the Golf Villas at Skyland on a 0.49 acre tract of land legally described as Tract D, as shown on the Partial Replat of Portions of Multifamily Tract 4, Skyland-Initial Filing, into Tracts B through F as recorded at Reception No. 639080. The parcel is owned by Skyland Development Partners LLC. The application is to condominiumize the existing fourplex.

Gunnison County *Land Use Resolution* Section 5-102: L – *Plat for Approved Condominiums/Townhome Project* describes a process for the condominiumization of the constructed condominiums. Plats for approved condominium projects are classified as Administrative Review projects for which the Board of County Commissioners make a decision.

Section 5-103: *Standards for Approval of Administrative Review Projects* describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.

2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

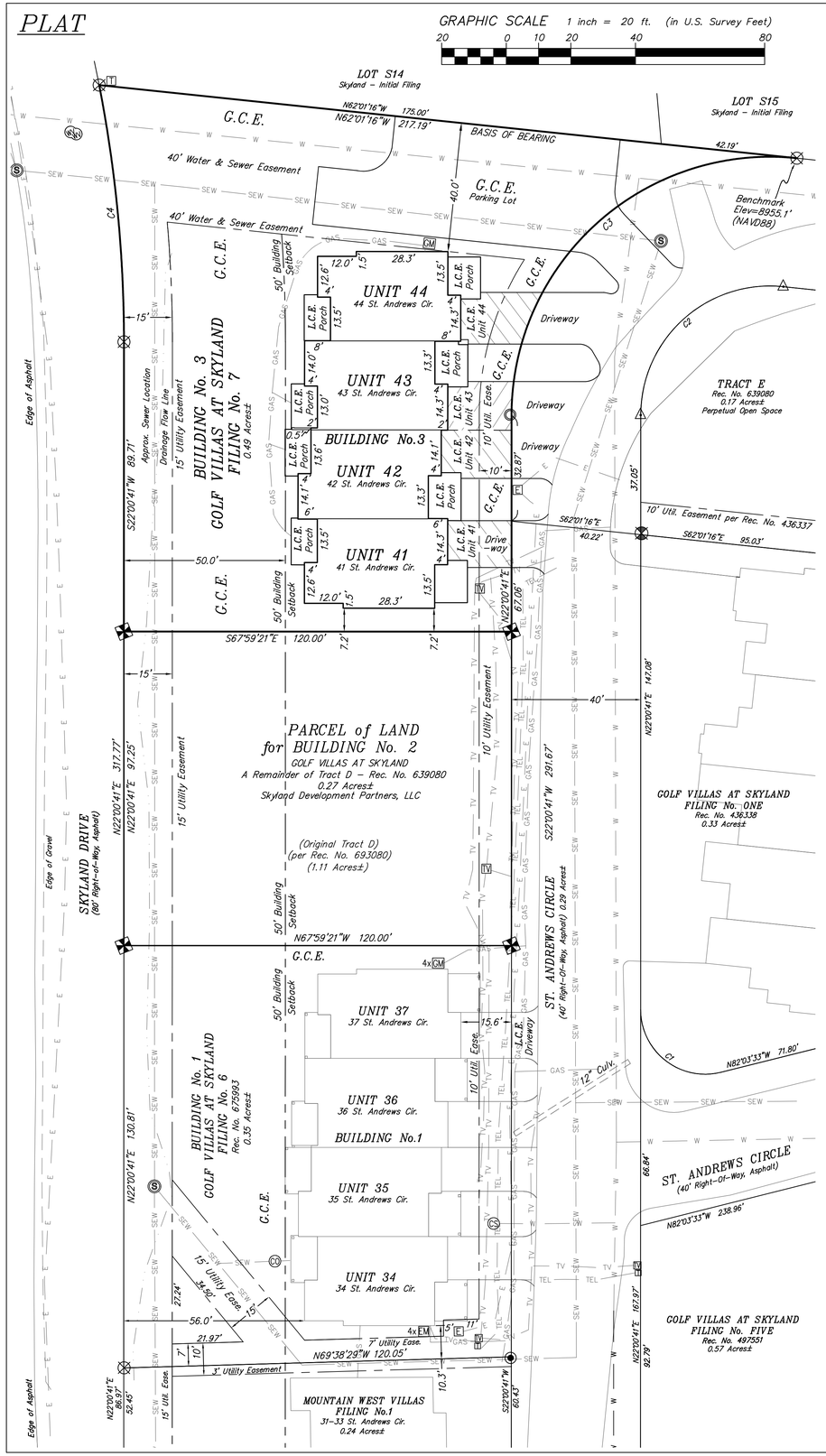
Staff recommends that the Board approve the condominiumization of the existing fourplex and finds that the application complies with all applicable standards, as the building permit for the fourplex has been approved, and the project is compatible with community character with the existing set of 31 existing condominiums within Golf Villas at Skyland Filings I – VI and Mountain West Villas Filing 1.

Please feel free to contact me with any questions or concerns.

You may review the file on the Permit Database:
https://permitdb.gunnisoncounty.org/citizenaccess/
View by following:
Projects → Application → Search: LUC-23-00016 → Click on File → Attachments

Thank you,
Sean Pope
Gunnison County Community and Economic Development

PLAT



ATTORNEY'S OPINION

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Skyland Development Partners, LLC, a Colorado limited liability company, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. All matters shown hereon.
2. The lien for current and subsequent year's real property taxes.
3. Inclusion of the property within any special taxing district.
4. (a) unpatented mining claims; (b) reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
5. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and a right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded October 31, 1901 in Book 101 at page 252.
6. Restrictive covenants as contained in Declaration of Protective Covenants, Skyland - Initial Filing recorded November 17, 1981, in Book 574 at page 141; and amended by instruments recorded August 29, 1996 in Book 789 at page 710; and January 3, 1997 under Reception No. 473133, and February 23, 2005 under Reception No. 551122; and in Resolution of Board of Directors of Skyland Community Association recorded September 22, 2011 under Reception No. 608447.
7. Terms, conditions, and provisions contained in Certification recorded January 13, 1982 in Book 576 at page 164 and Supplemental Certification recorded August 2, 1983 in Book 595 at page 76.
8. Terms, conditions, and provisions contained in Tap Purchase Agreement recorded October 1, 1984, in Book 610 at page 349.
9. Terms, conditions, provisions, burdens and obligations contained in Development Agreement recorded July 21, 1986 in Book 631 at page 625.
10. Easement granted to Skyland Metropolitan District for water treatment building and incidental purposes, by instrument recorded March 22, 1988 in Book 652 at page 833.
11. Easements, conditions, covenants, restrictions, reservations and notes on the Plat of Skyland - Initial Filing recorded November 17, 1981 under Reception No. 363852; the Replat of Portions of Skyland Initial Filing recorded April 26, 1983 under Reception No. 373701 and the Corrected Plat recorded August 7, 1995 under Reception No. 461594.
12. Those provisions, covenants and conditions, easements and restrictions, which are a burden to the subject Condominium Units, as contained in Condominium Declaration for Golf Villas at Skyland recorded August 26, 1992, in Book 710 at page 770; in Amendment recorded September 10, 1992 in Book 711 at page 465; in First Supplement recorded December 7, 1993 in Book 736 at page 534; in Second Supplement recorded November 1, 1994 in Book 755 at page 18; in Third Supplement recorded July 28, 1998 under Reception No. 485451; and in Fourth Supplement recorded November 2, 1999 under Reception No. 497552; and in Amendment recorded April 26, 2016 under Reception No. 639079, and in Sixth Supplement recorded May 18, 2021 under Reception Nos. 675994, 675995, and 675996, and in Seventh Supplement recorded _____ under Reception No. _____.
13. Any covenants, agreements, assessments and/or easements for public utilities, sewer, drainage and other incidental purposes that affect the common elements only, as shown on the following Maps and Plats: Golf Villas at Skyland, Phase I, recorded August 26, 1992 under Reception No. 436337; Golf Villas at Skyland Filing No. 1 recorded August 26, 1992 under Reception No. 436338; Golf Villas at Skyland Filing No. 2 recorded December 7, 1993 under Reception No. 447559; Golf Villas at Skyland Filing No. 3 recorded November 1, 1994 under Reception No. 455898; Golf Villas at Skyland Filing No. 4 recorded July 28, 1998 under Reception No. 485450; Golf Villas at Skyland Filing No. 5 recorded November 2, 1999 under Reception No. 497551; and Golf Villas at Skyland Filing No. 6, Building 1 recorded May 18, 2021 under Reception No. 675993.
14. Terms, conditions, and provisions contained in Board of County Commissioners of Gunnison County Resolution No. 19, Series 1995 recorded April 6, 1995, in Book 762 at page 190; and Resolution No. 25 recorded May 13, 1997 under Reception No. 475589.
15. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Deed, Grant of Licenses, Reservation and Grant of Easements and Option Agreement recorded June 20, 1996 in Book 785 at page 323 and re-recorded July 17, 1996 in Book 787 at page 103.
16. Terms, conditions, and provisions contained in Resolution No. 34, Series 1996 recorded July 18, 1996, in Book 787 at page 215.
17. Terms, conditions, provisions, burdens and obligations contained in Development Improvements Agreement recorded January 3, 1997, under Reception No. 473137.
18. Terms, conditions, provisions and burdens contained in Board of County Commissioners of Gunnison County Resolution No. 14, Series 2002, establishing Board policy concerning the size of construction of residential units within Skyland properties recorded February 27, 2002, under Reception No. 518492.
19. Terms, conditions, and provisions contained in Resolution concerning the size of construction of residential units within Skyland properties recorded February 18, 2004, under Reception No. 539138 and re-recorded March 4, 2004 under Reception No. 539537.
20. Terms, conditions and provisions of Board of County Commissioners Resolution No. 14, Series 2003 vacating the Plat for Golf Villas at Skyland Filing VI - Phase I and the Declaration pertaining thereto as set forth in Instrument recorded February 07, 2003 at Reception No. 527858.
21. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement and Joint Maintenance Agreement recorded September 29, 2010 under Reception No. 601032.
22. Terms, conditions and provisions contained in Special District Disclosure recorded December 31, 2014 at Reception No. 630679.
23. Terms, conditions, provisions, burdens and obligations as set forth in Memorandum regarding a Resolution of the Board of Directors of Skyland Metropolitan District concerning the imposition of various fees, rates, penalties and charges recorded February 3, 2015 under Reception No. 631158.
24. Terms, conditions and provisions of Board of County Commissioners of Gunnison County Resolution No. 18, Series 2016 recorded April 20, 2016 at Reception No. 638995.
25. Terms, conditions and provisions of Agreement to finalize development plans within Skyland Multifamily Tract 4 recorded April 26, 2016 at Reception No. 639076.
26. Terms, conditions and provisions of Resolution of the Skyland Community Association granting variance request on Multifamily Tract 4 recorded April 26, 2016 at Reception No. 639077.
27. All matters contained on Site Plan for Multifamily Tract 4, Skyland recorded April 26, 2016 under Reception No. 639078.
28. Easements, conditions, covenants, restrictions, reservations and notes on the plat of Partial Replat of Portions of Multifamily Tract 4, Skyland – Initial Filing, into Tracts B through F, recorded April 26, 2016 under Reception No. 639080, as effected by termination of easement across said Tract D recorded February 8, 2021 under Reception No. 673428.

Dated this _____ day of _____, A.D. 2023.

_____
Jacob A. With, Attorney-At-Law
Supreme Court Registration No. 40546
For and on behalf of Law of the Rockies, LLC

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS

We, Skyland Development Partners, LLC, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. I/We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

By _____
Russell Anthony DeSalvo III, Managing Member
Skyland Development Partners, LLC, a Colorado limited liability company

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST.
C1	36.33'	20.00'	104°04'32"	S30°02'27"E	31.54'
C2	67.00'	40.00'	95°58'14"	S69°59'48"W	59.44'
C3	134.00'	80.00'	95°58'14"	N69°59'48"E	118.88'
C4	80.00'	415.00'	11°02'42"	S16°29'20"W	79.88'

LEGEND

- ⊠ – Found Rebar and Plastic Cap, L.S. 9476
- ◉ – Found Rebar and Plastic Cap, L.S. 33647
- ◯ – Found No.4 Rebar monument, no cap
- ⊗ – Found Rebar and Plastic Cap, L.S. 38048
- △ – Found PK Nail and Washer, L.S. 38048
- ✠ – Set No.5 Rebar and Plastic Cap, L.S. 38048
- EM – Electric Meter x4
- E – Electric Transformer
- GM – Gas Meter x4
- T – Telephone Pedestal
- TV – Television Pedestal
- CO – Sewer Clean–out
- S – Sewer Manhole
- CS – Curb Stop (Water Shut Off)
- W – Water Valve
- E — Underground Electric
- GAS — Underground Gas
- SEW — Underground Sewer
- TV — Underground Television
- TEL — Underground Telephone
- W — Underground Water
- Drainage Flow Line
- G.C.E. – General Common Element
- L.C.E. – Limited Common Element

DEDICATION

Skyland Development Partners, LLC, a Colorado limited liability company, being the owner of the land described as follows:
A portion of Tract D, according to the Partial Replat of Portions of Multifamily Tract 4, Skyland - Initial Filing, into Tracts B through F, recorded April 26, 2016 under Reception No. 639080, County of Gunnison, State of Colorado, more particularly described as follows:
Beginning at the northeasterly boundary corner of said Tract D, thence around the subject parcel the following six (6) courses:
1) Along the northerly boundary of said Tract D N62°01'16"W a distance of 217.19' to the northwesterly boundary corner of said Tract D, being the Basis of Bearing between No.5 rebar and plastic cap monuments stamped "L.S 38048" found at both ends of said northerly boundary line; thence
2) Along the westerly boundary of said Tract D 80.00' along a curve to the right having a radius of 415.00', an included angle of 11°02'42", and subtending a chord bearing S16°29'20"W, a distance of 79.88'; thence
3) Along the westerly boundary of said Tract D S22°00'41"W a distance of 89.71'; thence
4) S67°59'21"E a distance of 120.00'; thence
5) Along the easterly boundary of said Tract D N22°00'41"E a distance of 67.06'; thence
6) Along the easterly boundary of said Tract D 134.00' along a curve to the right having a radius of 80.00', an included angle of 95°58'14", and subtending a chord bearing N69°59'48"E, a distance of 118.88' to the point of beginning;
said parcel contains 0.49 acres, more or less, with all boundary corners being marked by No.5 rebar and plastic cap monuments stamped "L.S 38048";

Under the name of BUILDING No. 3, GOLF VILLAS AT SKYLAND - FILING No. 7, has laid out, platted and/or subdivided the same as shown on this Plat and does hereby permanently dedicate and convey to the owners of lots, tracts, or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicates those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

The real property laid out as BUILDING No. 3, GOLF VILLAS AT SKYLAND - FILING No. 7 is platted and dedicated pursuant to the terms and conditions of the Amendment to Condominium Declaration for Golf Villas at Skyland recorded April 26th, 2016, at Rec. No. 639079 of the official records of Gunnison County, Colorado, and the Seventh Supplement to Condominium Declaration for Golf Villas recorded _____, 2023 at Rec. No. _____ of the official records of Gunnison County, Colorado.

In witness whereof Russell Anthony DeSalvo III, Managing Member of Skyland Development Partners, LLC, a Colorado limited liability company, has subscribed his name this _____ day of _____, A.D. 2023.

By _____
Russell Anthony DeSalvo III, Managing Member
Skyland Development Partners, LLC, a Colorado limited liability company

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2023 by Russell Anthony DeSalvo III, Managing Member of Skyland Development Partners, LLC, a Colorado limited liability company.

My commission expires: _____

My address is: _____

Witness my hand and official seal:

_____
Notary Public (seal)

APPROVAL OF GOLF VILLAS HOMEOWNERS ASSOCIATION

Golf Villas Homeowners Association, a Colorado nonprofit corporation, hereby approves this Condominium Plat and Map of Building No. 3, Golf Villas at Skyland - 7th Filing.

Signed this _____ day of _____, A.D. 2023.

By _____
David Bright, President
Golf Villas Homeowners Association,
a Colorado nonprofit corporation

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2023 by David Bright, President of Golf Villas Homeowners Association, a Colorado nonprofit corporation.

My commission expires: _____

My address is: _____

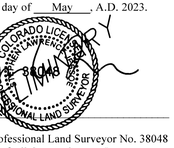
Witness my hand and official seal:

_____
Notary Public (seal)

LAND SURVEYOR'S STATEMENT

I, STEPHEN L. JESSOE, for and on behalf of All County Survey, Inc., being a Licensed Professional Land Surveyor in the State of Colorado, do hereby state that this Condominium Map of BUILDING No. 3, GOLF VILLAS AT SKYLAND - FILING No. 7 was prepared by me and under my responsible charge & supervision and a) is accurate to the best of my knowledge, information and belief, b) is in accordance with applicable standards of practice, and c) is not a guarantee or warranty either expressed or implied.
Basis of Bearing is based on a record bearing of N62°01'16"W between No.5 rebar and plastic cap monuments stamped "LS 38048" found at the northeasterly and northwesterly boundary corners of the subject parcel.

Dated this 19th day of May, A.D. 2023.



_____
Stephen L. Jessoe
Colo. Licensed Professional Land Surveyor No. 38048
For and on behalf of All County Survey, Inc.
P.O. Box 7164, Gunnison, CO 81230

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within Condominium Map of BUILDING No. 3, GOLF VILLAS AT SKYLAND - FILING No. 7 is approved this ____ day of _____, A.D. 2023, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

By _____
Chairperson, Gunnison County Board of Commissioners

ATTEST:

_____
Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Condominium Map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this ____ day of _____, A.D. 2023.

Reception Number _____ Time _____ Date _____

_____
Gunnison County Clerk and Recorder

ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com

CONDOMINIUM MAP of BUILDING No. 3, GOLF VILLAS AT SKYLAND – FILING No. 7 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 20'

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE: 19 May 2023
DRAWN BY: ADJ
REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 3, GOLF VILLAS AT SKYLAND–FILING No. 7 IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND–INITIAL FILING, TRACTS B–F, COUNTY of GUNNISON, STATE of COLORADO

SURVEY NOTES

1. Boundaries and easements are based upon the Partial Replat of Portions of Multifamily Tract 4, Skyland - Initial Filing, into Tracts B through F, recorded April 26, 2016 under Reception No. 639080 of the records of Gunnison County, CO.
2. Basis of Bearing is based on a record bearing of N62°01'16"W between rebar and plastic cap monuments stamped "LS 38048" found at the northeasterly and northwesterly boundary corners of the subject parcel, as shown.
3. Easements and encumbrances are based upon Land Title Guarantee Company's Title Policy No. GUC88005112, dated November 2, 2022. Additional easements and encumbrances may exist.
4. Distances and dimensions are in U.S. Survey Feet.
5. Elevations are based on GNSS observations taken on November 20, 2020 in NAD 83, NAVD 88, Colorado State Plane Coordinates, Colorado Central Zone 0502. The project benchmark is a rebar and plastic cap stamped "LS 38048" found at the northeasterly boundary corner of the subject parcel. It has an elevation of 8955.1', as shown on Page 1.

PLAT NOTES

1. CONFINEMENT OF DOMESTIC ANIMALS. Domestic animals must be controlled by kenneling, leash, fencing or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible association or individual.
2. AWARENESS OF COLORADO "FENCE-OUT" REQUIREMENTS. A property owner is required to construct and maintain fencing in order to keep livestock off his/her property as per C.R.S. 35-46-101 et seq.
3. COMPLIANCE WITH BOARD OF COUNTY COMMISSIONERS' RESOLUTION. The property described on this Map is subject to all the requirements, terms, and conditions of the Board of County Commissioners' Resolution No. _____, recorded at Reception No. _____ of the records of the Clerk & Recorder of Gunnison County.

GRAPHIC SCALE

4 0 2 4 8 16

(in U.S. Survey Feet)
1 inch = 4 ft.

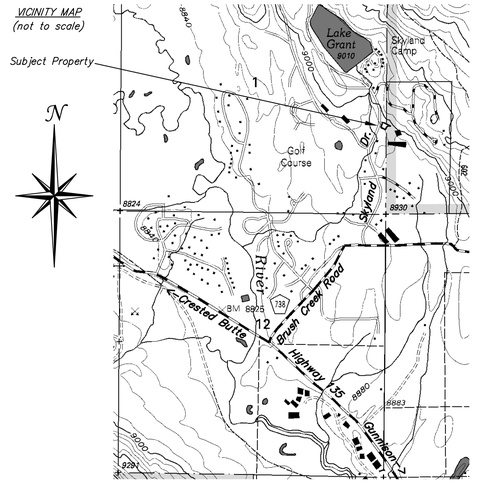
MAG.DECL.9°E±

LEGEND

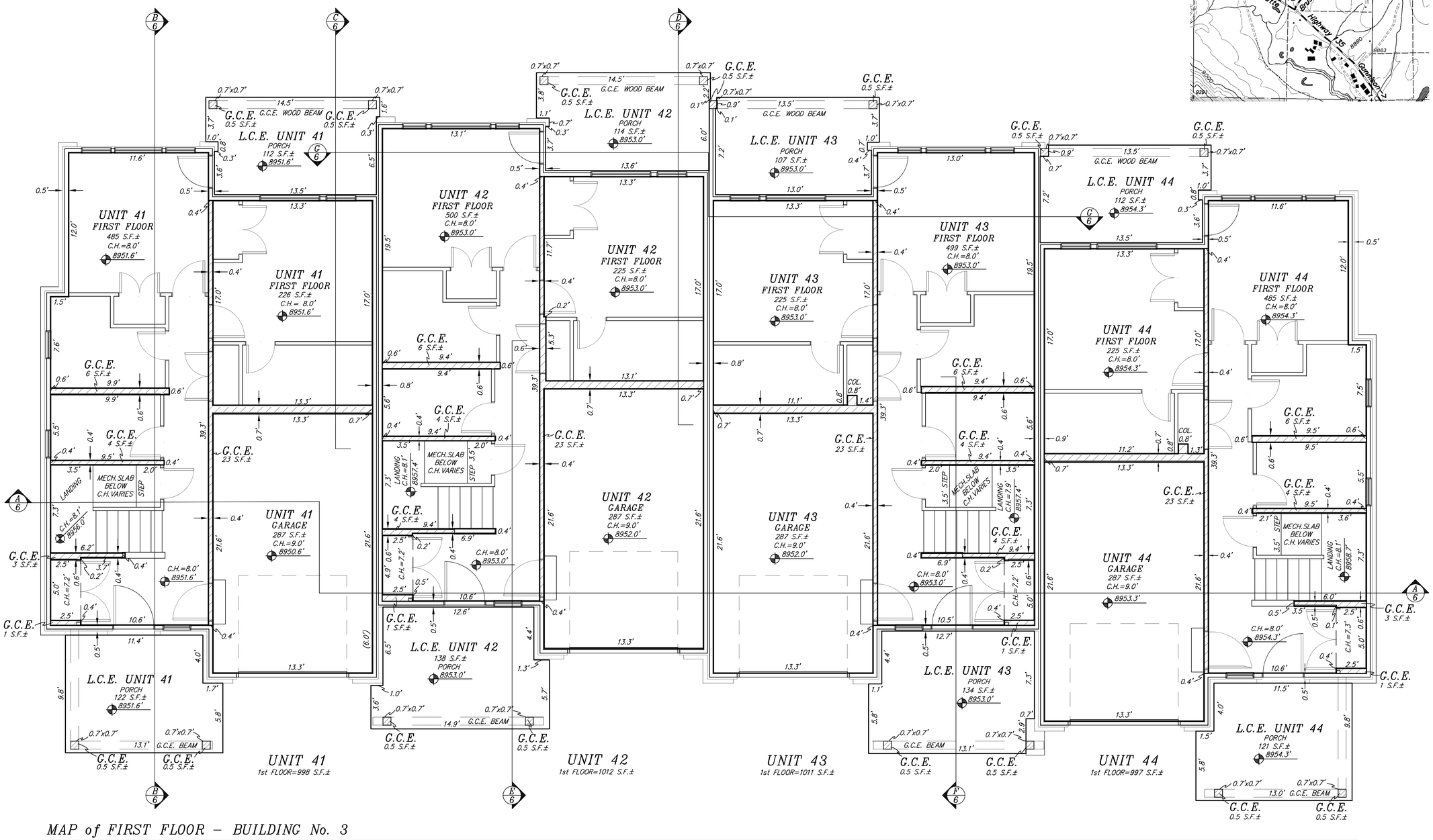
- G.C.E. – General Common Element
- L.C.E. – Limited Common Element
- C.H. – Ceiling Height
- S.F. – Square Feet
- ⊠ – G.C.E. Structural Column
- ⊕ – Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
- Ceiling Height Step
- Condo Unit Boundary
- G.C.E. Bearing Wall or Shear Wall

COLORADO LICENSED
STEPHEN L. JESSOE
38048
PROFESSIONAL LAND SURVEYOR
11/9/23

VICINITY MAP
(not to scale)



ALL COUNTY SURVEY INC.
Stephen Jessoe, P.L.S.
P.O. Box 7164, Gunnison, CO 81230
970-349-9400 www.allcountysurvey.com



MAP of FIRST FLOOR – BUILDING No. 3

CONDOMINIUM MAP of BUILDING No. 3,
GOLF VILLAS AT SKYLAND – FILING No. 7
IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4,
SKYLAND – INITIAL FILING, TRACTS B THROUGH F,
COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 4' (1/4"=1')

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DATE: 19 May 2023
DRAWN BY: SLJ
REVIEWED BY: SLJ

REVISIONS:

CONDOMINIUM MAP of BUILDING No. 3, GOLF VILLAS AT SKYLAND–FILING No. 7
IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND–INITIAL FILING, TRACTS B–F, COUNTY of GUNNISON, STATE of COLORADO

GRAPHIC SCALE

4 0 2 4 8 16

(in U.S. Survey Feet)
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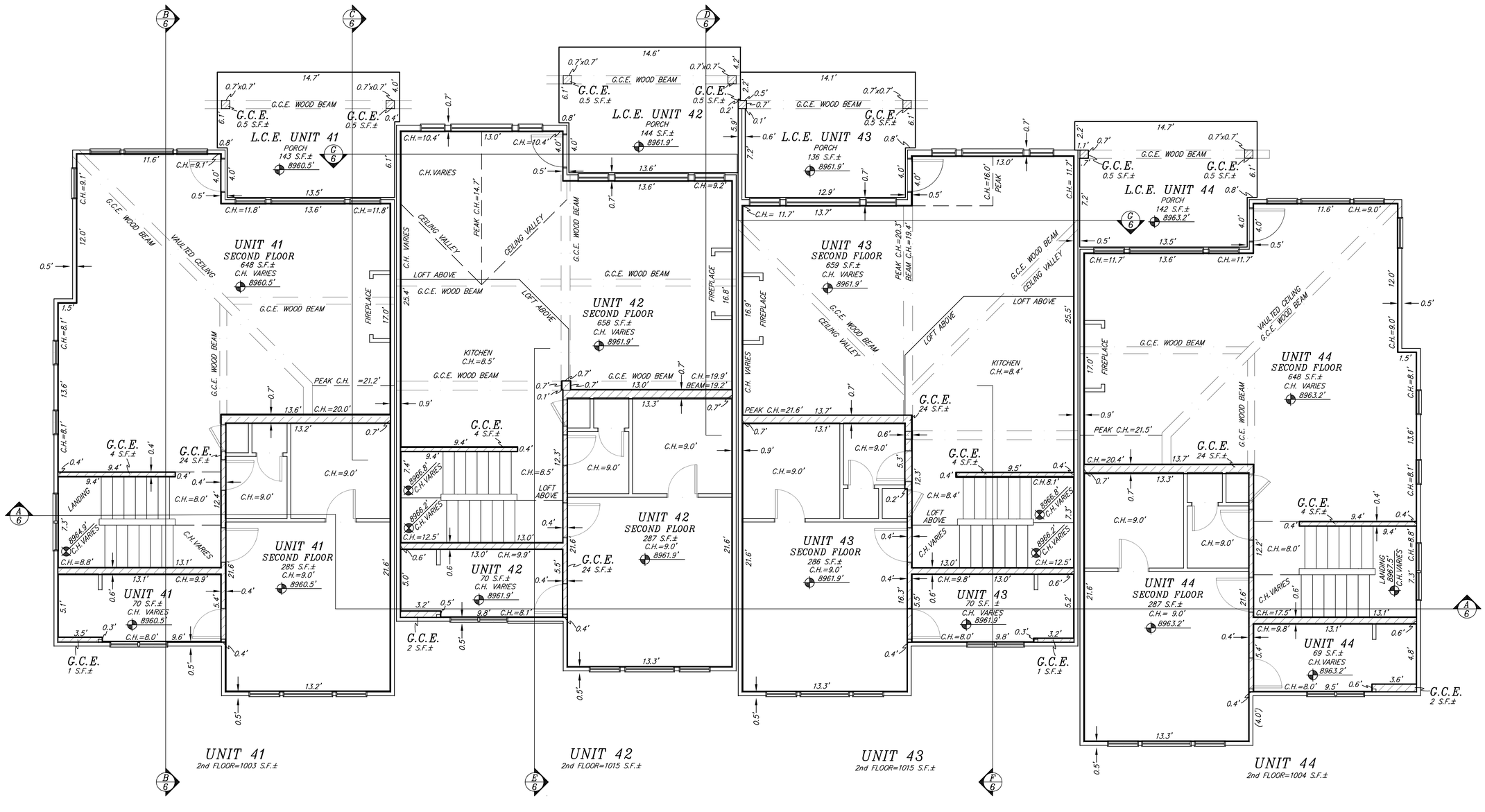
LEGEND

G.C.E. – General Common Element
L.C.E. – Limited Common Element
C.H. – Ceiling Height
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⊠ – G.C.E. Structural Column
– Unfinished Floor Elevation (Top of Subfloor or Conc. Floor)
– – – Ceiling Height Step
– Condo Unit Boundary
– G.C.E. Bearing Wall or Shear Wall

MAG.DECL.9°±

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STEPHEN L. JESSOE
38478
PLS
9/23



MAP of SECOND FLOOR – BUILDING No. 3

CONDOMINIUM MAP of BUILDING No. 3,
GOLF VILLAS AT SKYLAND – FILING No. 7
IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4,
SKYLAND – INITIAL FILING, TRACTS B THROUGH F,
COUNTY OF GUNNISON, STATE OF COLORADO

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DATE: 19 May 2023
DRAWN BY: ADJ
REVIEWED BY: SLJ

REVISIONS:

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GRAPHIC SCALE

4 0 2 4 8 16

(in U.S. Survey Feet)
1 inch = 4 ft.

MAG.DECL.9°E±

LEGEND

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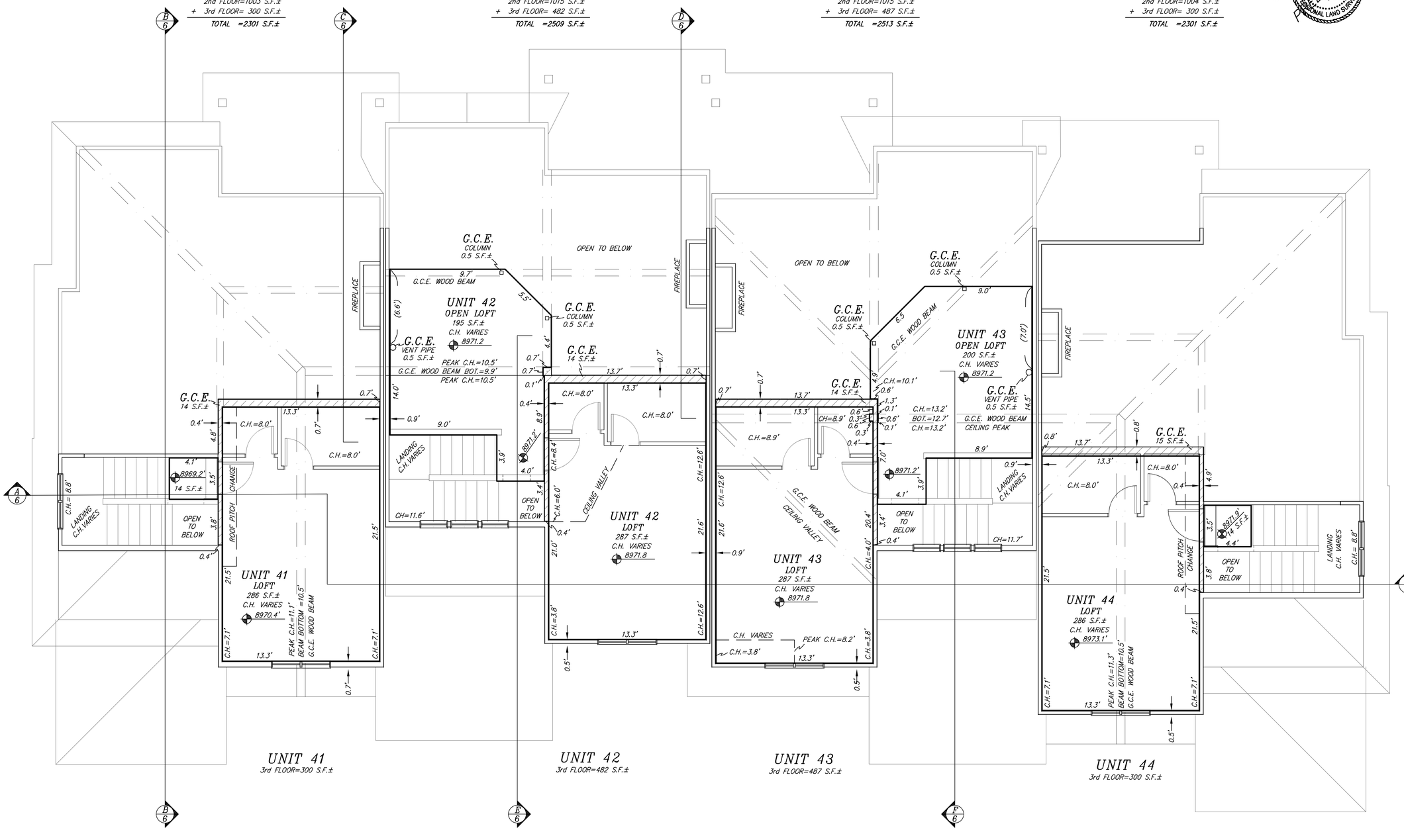
COLORADO LICENSED
STEPHEN L. JESSOE
38498
PROFESSIONAL LAND SURVEYOR
9/23

UNIT 41
1st FLOOR= 998 S.F.±
2nd FLOOR=1003 S.F.±
+ 3rd FLOOR= 300 S.F.±
TOTAL =2301 S.F.±

UNIT 42
1st FLOOR=1012 S.F.±
2nd FLOOR=1015 S.F.±
+ 3rd FLOOR= 482 S.F.±
TOTAL =2509 S.F.±

UNIT 43
1st FLOOR=1011 S.F.±
2nd FLOOR=1015 S.F.±
+ 3rd FLOOR= 487 S.F.±
TOTAL =2513 S.F.±

UNIT 44
1st FLOOR= 997 S.F.±
2nd FLOOR=1004 S.F.±
+ 3rd FLOOR= 300 S.F.±
TOTAL =2301 S.F.±



UNIT 41
3rd FLOOR=300 S.F.±

UNIT 42
3rd FLOOR=482 S.F.±

UNIT 43
3rd FLOOR=487 S.F.±

UNIT 44
3rd FLOOR=300 S.F.±

MAP of THIRD FLOOR – BUILDING No. 3

CONDOMINIUM MAP of BUILDING No. 3,
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IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4,
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REVIEWED BY: SLJ

REVISIONS:

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GRAPHIC SCALE

8 0 4 8 16 32

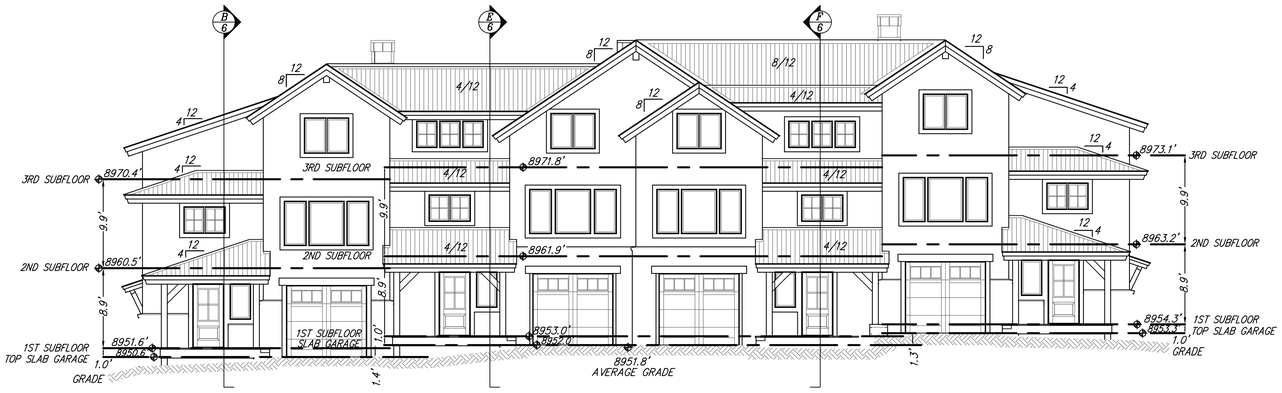
(in U.S. Survey Feet)
1 inch = 8 ft.

LEGEND

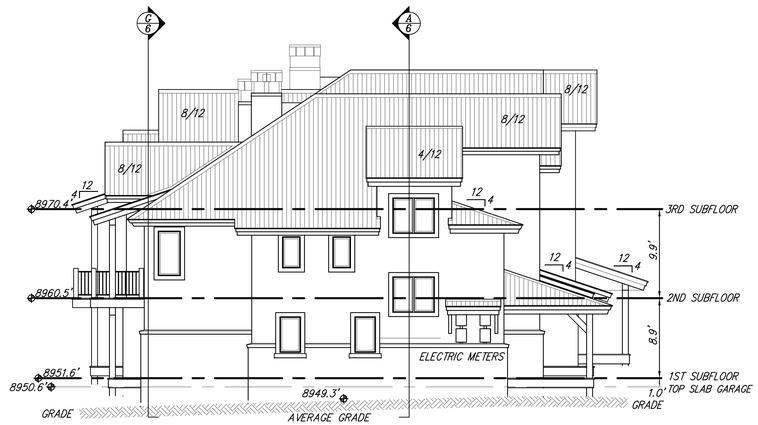
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——— Condo Unit Boundary
═══ – G.C.E. Bearing Wall or Shear Wall

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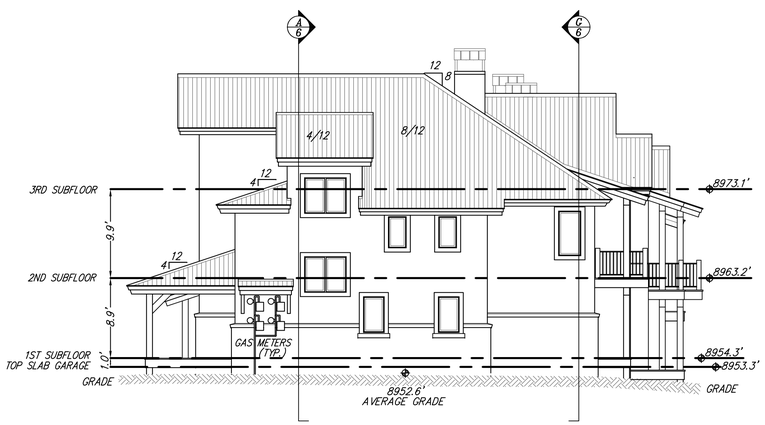
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
STEPHEN JESSOE
38498
PLS
9/19/23



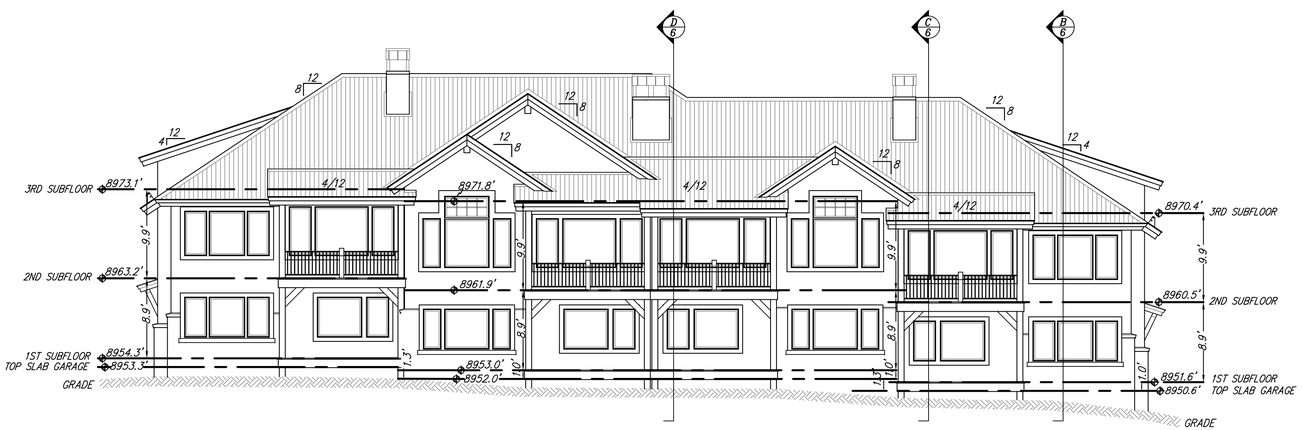
EAST ELEVATION – BUILDING No. 3



SOUTH ELEVATION – BUILDING No. 3



NORTH ELEVATION – BUILDING No. 3



WEST ELEVATION – BUILDING No. 3

CONDOMINIUM MAP of BUILDING No. 3,
GOLF VILLAS AT SKYLAND – FILING No. 7
IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4,
SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F,
COUNTY OF GUNNISON, STATE OF COLORADO

SCALE: 1" = 8' (1/8"=1')

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COUNTY of GUNNISON,
STATE of COLORADO

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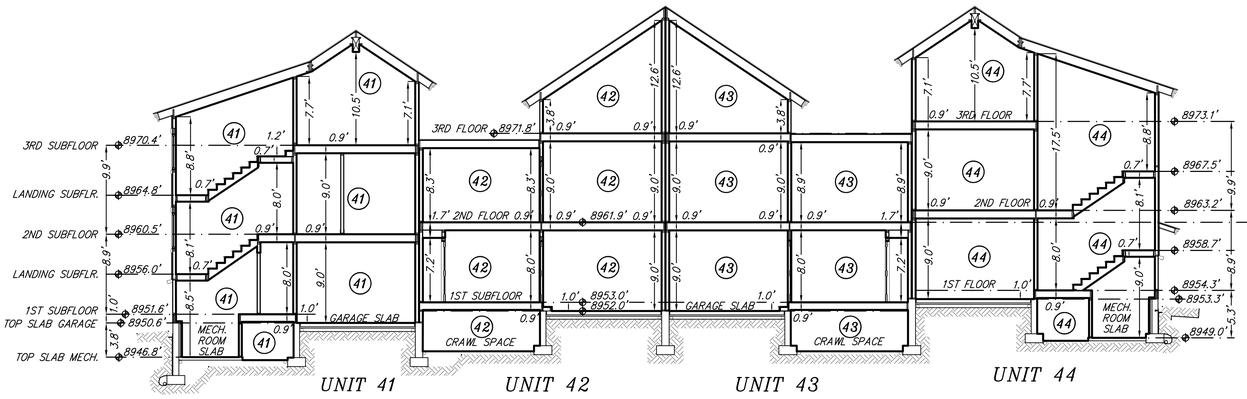
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LEGEND

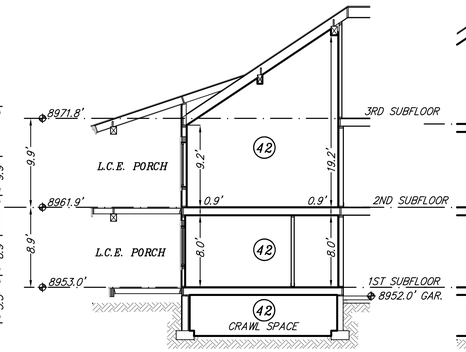
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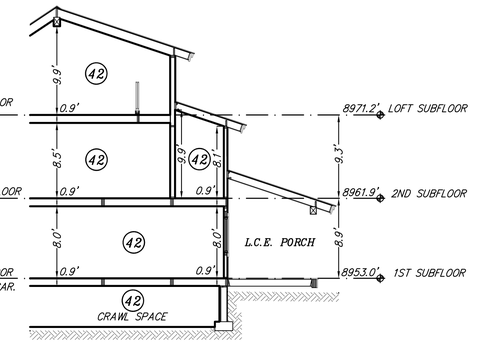
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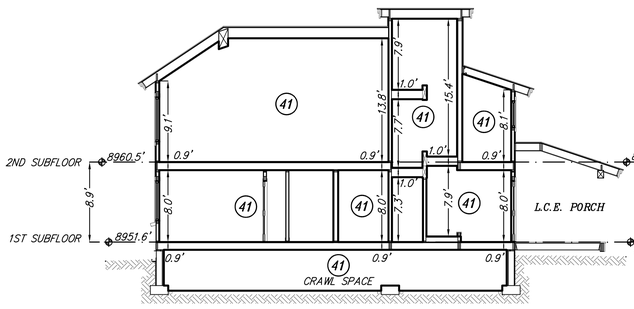
A/6 CROSS SECTION – BUILDING No. 3



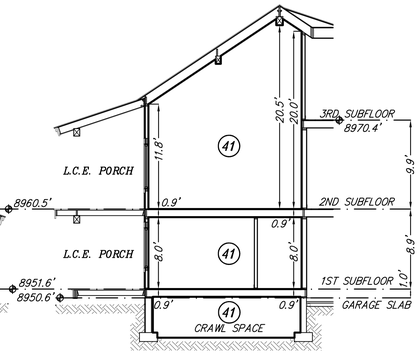
D/6 CROSS SECTION – UNIT 42



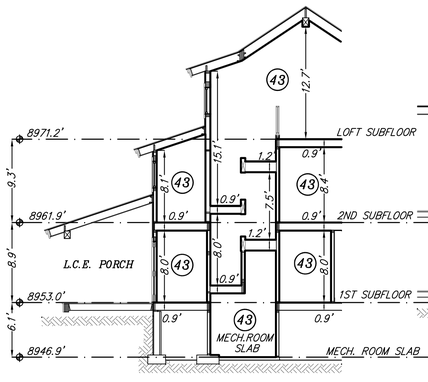
E/6 CROSS SECTION – UNIT 42



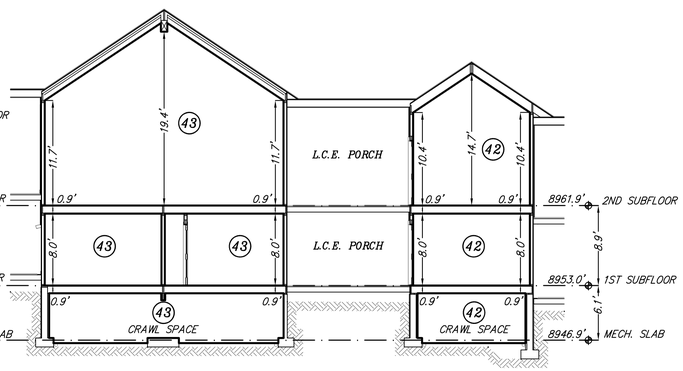
B/6 CROSS SECTION – UNIT 41



C/6 CROSS SECTION – UNIT 41



F/6 CROSS SECTION – UNIT 43



G/6 CROSS SECTION – UNIT 43 & UNIT 42

CONDOMINIUM MAP of BUILDING No. 3, GOLF VILLAS AT SKYLAND – FILING No. 7
IN TRACT D, PARTIAL REPLAT of MULTIFAMILY TRACT 4, SKYLAND – INITIAL FILING, INTO TRACTS B THROUGH F, COUNTY OF GUNNISON, STATE OF COLORADO

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DRAWN BY: ADJ
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REVISIONS:

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IN TRACT D, PARTIAL REPLAT of
MULTIFAMILY TRACT 4,
SKYLAND–INITIAL FILING, TRACTS B–F,
COUNTY of GUNNISON,
STATE of COLORADO

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Boundary Line Adjustment; LUC-23-00010; Taylor Adv

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Applicant is proposing a Boundary Line Adjustment for three adjacent parcels on Tracts of Land in the Northeast ¼, Southeast ¼ of Section 22, Township 51 North, Range 1 East N.M.P.M.

Fiscal Impact:

Submitted by: Sean Pope **Submitter's Email Address:** spope@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 5.23.23

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 5/23/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/25/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/6/2023

Revised April 2015

Gunnison County, CO
200 E Virginia Ave., Gunnison, CO 81230
Phone: (970) 641-7600
Website: www.gunnisoncounty.org

From: Sean Pope, Land Use Planner

To: **BOCC**

Date: May 19, 2023

Re: Boundary Line Adjustment – LUC-23-00010

Taylor Adventures LLC, Bighorn LLC, and Adobe House LLC have submitted an application for a Boundary Line Adjustment on 3 adjacent parcels in Almont, CO, each within the portion of land legally described as a Tracts of Land in the Northeast ¼, Southeast ¼ of Section 22, Township 51 North, Range 1 East N.M.P.M. The applicants have no mortgage lien holders for the properties, nor is there an HOA.

Gunnison County *Land Use Resolution* Section 5-102: E – *Boundary Line Adjustment* describes a process for adjusting the lot lines between adjacent parcels. Boundary Line Adjustments are classified as Administrative Review projects for which the Board of County Commissioners make a decision.

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

COMPLIANCE WITH SPECIFIC STANDARDS. In addition, the following standards shall apply to individual types of Administrative Review Projects:

a. ADDITIONAL STANDARDS APPLICABLE TO BOUNDARY LINE ADJUSTMENTS. The Community Development Director may approve an application for a boundary line adjustment if the following additional standards are met:

1. INSUBSTANTIAL CHANGE. The purpose of the adjustment shall be to make an insubstantial boundary change between adjacent parcels; and

2. NOT CREATE ADDITIONAL LOTS. The adjustment shall not create more than the original number of lots or parcels, nor provide the opportunity to create a new or additional lot for resale or development purposes, nor be used to increase the maximum allowable floor area for a parcel; and,

3. MINIMUM LOT SIZE. Following the adjustment, the lots shall continue to meet any applicable minimum lot size standards of this Resolution, except in the case of a nonconforming lot, in which case the adjustment shall not increase the degree to which it is nonconforming.

Staff recommends that the Board approve the Boundary Line Adjustment and finds that the application complies with all applicable standards, as the total number of parcels remains the same and all parcels meet minimum lot size requirements. The application is also of an insubstantial nature and is compatible with community character, as the resultant parcels are similar in size and nature to the existing parcels.

Please feel free to contact me with any questions or concerns.

You may review the file on the Permit Database:
https://permitdb.gunnisoncounty.org/citizenaccess/
View by following:
Projects → Application → Search: LUC-23-00010 → Click on File → Attachments

Thank you,
Sean Pope
Gunnison County Community and Economic Development

Taylor Parcels Boundary Line Adjustment Plat

Situated within the NE1/4SE1/4 of Section 22
Township 51 North, Range 1 East of the New Mexico Principal Meridian
Gunnison County, Colorado

DEDICATION:

We, Bighorn LLC, Adobe House LLC, and Taylor Adventures LLC, being the owner(s), mortgagee(s) and lien holder(s) of the land described as follows:

Correction Warranty Deed Recorded May 21st, 2020 as Reception No. 666598 (Bighorn LLC):

Township 51 North, Range 1 East, N.M.P.M.

Section 22: That part of the NE1/4SE1/4 of said Section 22 lying North of the centerline of the Taylor River;

EXCEPTING THEREFROM all land deeded and described in instruments recorded January 7, 1930 in Book 236 at Page 389, recorded March 9, 1992 in Book 702 at Page 654 and recorded March 9, 1992 in Book 702 at Page 656;

County of Gunnison,
State of Colorado.

Warranty Deed Recorded May 13th, 2020 as Reception No. 666463 (Adobe House LLC):

PARCEL A:

A TRACT OF LAND IN THE NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 1 EAST, N.M.P.M., GUNNISON COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN "X" CHISELED ON GRANITE OUTCROP ON THE EAST LINE OF SECTION 22 FROM WHICH THE EAST 1/4 CORNER OF SAID SECTION 22 (A MARKED STONE) BEARS NORTH 00°11'27" EAST 307.00 FEET; THENCE SOUTH 72°16'00" WEST 147.20 FEET TO AN "X" CHISELED ON GRANITE OUTCROP; THENCE SOUTH 01°22'00" WEST 291.85 FEET TO A POINT ON THE NORTHERLY BANK OF THE TAYLOR RIVER FROM WHICH A WITNESS CORNER BEARS NORTH 01°22'00" EAST 75.00 FEET; THENCE NORTH 89°10'00" EAST ALONG SAID NORTHERLY BANK 28.34 FEET; THENCE NORTH 79°17'56" EAST ALONG SAID NORTHERLY BANK 85.26 FEET; THENCE NORTH 85°46'40" EAST ALONG SAID NORTHERLY BANK 34.09 FEET TO A POINT ON THE EAST LINE OF SECTION 22 FROM WHICH A WITNESS CORNER BEARS NORTH 00°11'27" EAST 55.00 FEET; THENCE NORTH 00°11'27" EAST ALONG SAID EAST LINE 317.85 FEET TO THE POINT OF BEGINNING, COUNTY OF GUNNISON, STATE OF COLORADO.

TOGETHER WITH:

PARCEL B:

A NON-EXCLUSIVE RIGHT OF ACCESS OVER AND ACROSS THE REMAINING PROPERTY OWNED BY THE GRANTORS UTILIZING THE EXISTING ROAD; AND TOGETHER WITH THE NON-EXCLUSIVE RIGHT TO USE THAT ROAD EASEMENT DESCRIBED AS FOLLOWS:

AN EASEMENT 30 FEET IN WIDTH IN THE NW1/4SE1/4 OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 1 EAST N.M.P.M., GUNNISON COUNTY, COLORADO, LYING 15 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE JIM SPARR PROPERTY (WHICH PARCEL IS DESCRIBED IN THAT DEED IN BOOK 631 AT PAGE 95 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY) FROM WHICH THE EAST 1/4 CORNER OF SECTION 22 (A MARKED STONE) BEARS NORTH 61°00'10" EAST 1509.24 FEET; THENCE SOUTH 67°25'41" WEST ALONG THE CENTERLINE OF THE EXISTING ACCESS ROAD 20.42 FEET; THENCE SOUTH 59°43'31" WEST ALONG THE CENTERLINE OF THE EXISTING ACCESS ROAD 57.59 FEET; THENCE SOUTH 49°29'14" WEST ALONG THE CENTERLINE OF THE EXISTING ACCESS ROAD 22.74 FEET; THENCE SOUTH 38°37'10" WEST ALONG THE CENTERLINE OF THE EXISTING ACCESS ROAD 57.05 FEET; THENCE SOUTH 47°16'43" WEST ALONG THE CENTERLINE OF THE EXISTING ACCESS ROAD 36.56 FEET; THENCE SOUTH 63°19'31" WEST ALONG THE CENTERLINE OF THE EXISTING ACCESS ROAD 39.68 FEET; THENCE SOUTH 72°40'42" WEST ALONG THE CENTERLINE OF THE EXISTING ACCESS ROAD 12.84 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE SAID SPARR PROPERTY;

THE SIDELINES OF SAID EASEMENT SHALL BE SHORTENED OR PROLONGED TO BEGIN AND END ON THE SPARR PROPERTY LINES; AND THIS EASEMENT SHALL BE SUBJECT TO THE CONDITIONS OR RESTRICTIONS CONTAINED IN THAT INSTRUMENT RECORDED IN BOOK 699 AT PAGE 298 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF GUNNISON COUNTY, COLORADO, COUNTY OF GUNNISON, STATE OF COLORADO.

General Warranty Deed Recorded May 20th, 2022 as Reception No. 684788 (Taylor Adventures, LLC)

A tract of land situated in the NW IA SE 1/4 of Section Twenty Two (22), Township Fifty One (51) North, Range One (1) East, New Mexico Principal Meridian, more particularly described as follows:

Commencing at the North quarter corner of said Section 22; thence South 20°21'22" East 3193.18 feet to a point on the easterly ROW line of Colorado Highway No. 135, this point being the Point of Beginning for the parcel herein described; thence the following courses around said parcel: South 84°50'00" East 163.64 feet to the easterly boundary of the NW¼ SE ¼ A of said Section 22; South 100.42 feet along said easterly boundary; North 84°50'00" West 171.72 feet along the northerly boundary of the Shaw property as described in Book 567 at Page 421 of the records of the Clerk and Recorder of Gunnison County to the easterly ROW of Colorado Highway No. 135; North 4°37'00" East along said easterly ROW a distance of 100.00 feet to the Point of Beginning,

have laid out, platted and/or subdivided the same as shown on this plat and do hereby permanently dedicate and convey to the owners of lots, tracts or parcels within this subdivision and their guests, but not to the public at large, the common right to use streets, alleys, roads and other areas as shown hereon and hereby permanently dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon. In witness whereof Bighorn LLC, Adobe House LLC, and Taylor Adventures LLC, have subscribed his, her, their name(s) this

_____day of _____, A.D. 2022.

Bighorn LLC

By _____

Name _____

Title _____

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2022, by

_____

as _____ of BighornLLC.

My commission expires: _____

My address is: _____
Witness my hand and official seal:

_____ (seal)
Notary Public

Adobe House LLC

By _____

Name _____

Title _____

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2022, by

_____

as _____ of Adobe House LLC.

My commission expires: _____

My address is: _____
Witness my hand and official seal:

_____ (seal)

Notary Public

Taylor Adventures LLC

By _____

Name _____

Title _____

State of Colorado)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 2022, by

_____

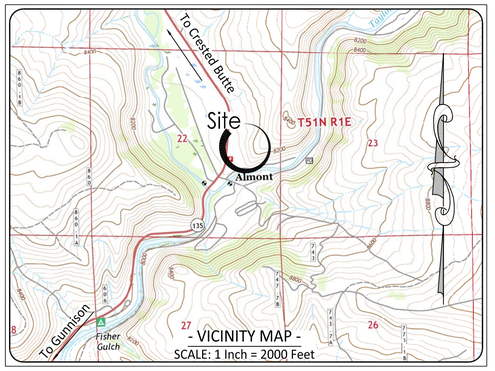
as _____ of Taylor Adventures LLC.

My commission expires: _____

My address is: _____
Witness my hand and official seal:

_____ _____ (seal)

Notary Public



ATTORNEY'S OPINION

I, Michael C. Dawson, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in the names of Taylor Adventures, LLC, Adobe House, LLC, and Bighorn, LLC, Colorado limited liability companies, and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

2. All reservations and exceptions as set forth in United States Patent(s) recorded August 13, 1887 in Book 45 at page 373 and April 9, 1928 in Book 235 at page 186.

3. Easement and Right of Way as set forth in instrument recorded January 7, 1930 in Book 236 at page 389; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

4. Board of County Commissioners Resolution No. 33 Series 1991 as set forth in instrument recorded October 21, 1991 in Book 696 at page 461 and as Amended in instrument recorded March 24, 1992 in Book 703 at page 351.

5. Terms and conditions in Grant of Easement as set forth in instrument recorded December 18, 1991 in Book 699 at page 298; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

6. Terms and conditions in Easements as set forth in instrument recorded January 21, 1992 in Book 700 at page 607; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

7. Easement and Right of Way as set forth in instruments recorded March 9, 1992 in Book 702 at page 654 and in Book 702 at page 656; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

8. Easement and Right of Way as set forth in instrument recorded August 26, 2005 as Reception No. 557387; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

9. Easements to Gunnison County Electrical Association recorded April 3, 2012 as Reception No. 612146, Reception No. 612148, Reception No. 612150, Reception No. 612155, Reception No. 612156, Reception No. 612157, Reception No. 612158, and Reception No. 612160; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

10. Right of Way Easement granted to Gunnison County Electric Association as set forth in instrument recorded April 3, 2012 as Reception No. 612148; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

11. Terms, conditions, obligations and restrictions in Gunnison County Planning Commission Certificate of Administrative Review, Certification No. 58 Series 2021, recorded May 7, 2021 as Reception No. 675728.

12. Access & Utility Easement Agreement recorded September 6, 2022 as Reception No. 687005; and any and all assignments thereof or interests therein and all rights or privileges incidental thereto.

13. Taxes and assessments for the current year, due and payable the following year.

Dated: _____, 202__.

_____
Michael C. Dawson, Esq., Reg. No. 27249
Law Office of Michael C. Dawson, LLC.
120 North Taylor – P.O. Box 179
Gunnison, Colorado 81230
Telephone: 970-641-3326
mdawson@guclaw.com

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within Boundary Adjustment plat is approved this _____ day of _____, A.D. 202___, and the roads and other public areas are hereby accepted provided, however, that such acceptance shall not in any way be considered as an acceptance for maintenance or snow removal purposes. Maintenance of, or snow removal from, the subject roads shall be only upon a separate resolution of the Board of County Commissioners passed in accordance with such policies, resolutions or ordinances in effect at that time.

_____
Chairperson

Attest:

_____
Gunnison County Clerk and Recorder

PURPOSE STATEMENT

The Purpose of this Plat is to adjust the boundary line between the Bighorn LLC parcel, recorded at Reception No. 666598, The Adobe House LLC parcel, recorded at Reception No. 666463, and the Taylor Adventures parcel recorded at Reception No. 684788, with the intention of vacating the existing parcel lines and reconfiguring the 3 existing parcels.

PLAT NOTES

1. The owner of each Lot shall have a common right of usage of the utility easements to provide utility service to each Lot
2. All homeowners acknowledge the requirements of Colorado's 'Fence Out' law, CRS § 35-46-101 et seq., and the Right-to-Ranch Policy adopted by Gunnison County, as may be amended.
3. Confinement of Domestic Animals: Each Lot Owner within this subdivision acknowledges and agrees that domestic animals must be controlled by kenneling, leash, fencing, or other physical constraint and that any expense of enforcement of the domestic animal control restrictions by the County shall be at the expense of the responsible individual.
4. Colorado's Fence Out Requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property in accordance with C.R.S. 35-46-101 et. seq.
5. Irrigation Ditch Maintenance: An irrigation ditch owner has the right to enter the designated irrigation ditch maintenance easement, maintain the ditch, and may leave natural debris on the bank.

SURVEY NOTES:

1. Basis of Bearings: Bearings shown hereon are based on an assumed bearing of S89°59'21"E, between the East Sixteenth Corner of Section 22, being monumented by a 3/4" Rebar and 3.25" Aluminum Cap, properly marked and dated 2001, and the East Quarter Corner of Section 22, being monumented by a 3.25" BLM Brass Cap on a 3"Pipe, properly marked and dated 1995, as shown hereon.
2. Date of field survey: May 23rd, 2022.
3. Units of linear measurements are displayed in US Survey Feet.

The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easement and other encumbrances of record has been taken from the title insurance commitment issued by Gunnison County Abstract Company, Commitment No. GS22-33, having an effective date of October 24th, 2022.

SURVEYOR'S CERTIFICATE:

Erik E. Bjornstad, being a registered land surveyor in the State of Colorado, do hereby certify that this plat and survey of TAYLOR PARCELS BOUNDARY LINE ADJUSTMENT was made by me and under my supervision and that both are accurate to the best of my knowledge. Steel pins and/or brass cap monuments were set at all boundary corners.

Dated this ___th day of _____, 2023.

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM

REVIEW COPY

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Plat was accepted for recording in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, 2022, Reception Number _____.

Time _____ Date _____.

_____
Gunnison County Clerk and Recorder

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

Taylor Parcels Boundary Line Adjustment
Gunnison County, Colorado

No.	Revision	Date	By:
1			
2			
3			
4			
5			
6			
7			
8			
9			

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Job No.	2021-598.001
Drawn by:	MH
Date:	03/06/2023
Approved: -- PLS:	EB
File:	TaylorBLA.dwg

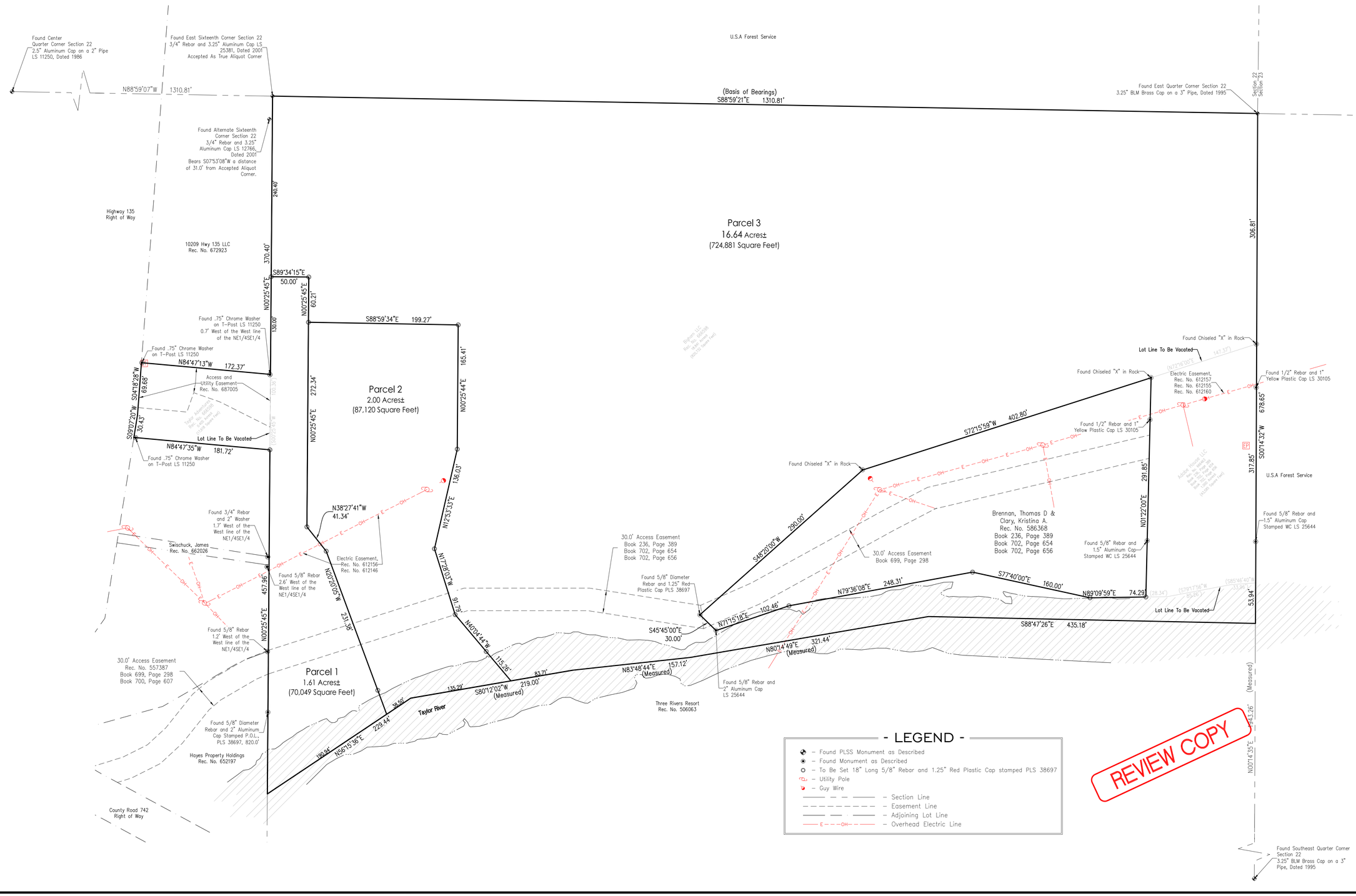
Title:
Boundary Line Adjustment Plat

Sheet No.
1
Of: 2

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Taylor Parcels Boundary Line Adjustment Plat

Situated within the NE1/4SE1/4 of Section 22
Township 51 North, Range 1 East of the New Mexico Principal Meridian
Gunnison County, Colorado



- LEGEND -

- Found PLSS Monument as Described
- Found Monument as Described
- To Be Set 18" Long 5/8" Rebar and 1.25" Red Plastic Cap stamped PLS 38697
- Utility Pole
- Guy Wire
- Section Line
- Easement Line
- Adjoining Lot Line
- Overhead Electric Line

Graphic Scale

0 30 60 120

In U.S. Feet : 1" = 60'

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

Taylor Parcels Boundary Line Adjustment
Gunnison County, Colorado

No.	Revision	Date	By:
1			
2			
3			
4			
5			
6			
7			
8			
9			

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Job No.	2021-598.001
Drawn by:	MH
Date:	03/06/2023
Approved: -- PLS:	EB
File:	TaylorBLA.dwg

Title: Boundary Line Adjustment Plat

Sheet No. 2

Of: 2

I:\Gunnison\2021\2021-598-Enfermtown\001\H-Dwgs\Surv\Dwgs\BaseMaps\TaylorBLA.dwg Plotted: 3/6/2023 2:14 PM By: Erik Bjornstad

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Subdivision Exemption Request; LUC-23-00008; Hotch

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

Applicant has applied for a Subdivision Exemption to "validate" an existing lot that was created when CDOT moved CO-133 in 1980. Parcel is 22.73 acres in SW1/4 of the NE1/4 of Section 20, Township 12 South, Range 89 West of the 6th P.M.

Fiscal Impact:

Submitted by: Sean Pope **Submitter's Email Address:** spope@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 5.23.23

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 5/23/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/25/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/6/2023

Revised April 2015

Gunnison County, CO
200 E Virginia Ave., Gunnison, CO 81230
Phone: (970) 641-7600
Website: www.gunnisoncounty.org

From: Sean Pope, Land Use Planner

To: **BOCC**

Date: May 19, 2023

Re: Subdivision Exemption Request – LUC-23-00008

Hotchkiss Ranches Inc. has submitted an application for a subdivision exemption to validate an existing 22.73 acre lot, legally described as a parcel of land located within the SW1/4 of the NE1/4 of Section 20, Township 12 South, Range 89 West of the 6th P.M. The parcel is owned by Hotchkiss Ranches Inc. and was split in February of 1980 when CDOT moved CO-133 onto the original parcel. This process was completed outside of the standard County subdivision process. In order to construct a well on the property, the Well Commissioner, Greg Powers, requires that the County recognize the parcel as a legal lot.

Gunnison County *Land Use Resolution* Section 5-104: O. *Application Form for Subdivision Exemptions* describes a process for consideration of a subdivision exemption. Subdivision exemptions are classified as Administrative Review projects for which the Board of County Commissioners make a decision.

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.

2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

Staff recommends that the Board approve the subdivision exemption and finds that the application complies with all applicable standards and is compatible with community character, as the lot is already existing and similar in size and use to the neighboring parcels.

Please feel free to contact me with any questions or concerns.

You may review the file on the Permit Database:
https://permitdb.gunnisoncounty.org/citizenaccess/
View by following:
Projects → Application → Search: LUC-23-00008 → Click on File → Attachments

Thank you,
Sean Pope
Gunnison County Community and Economic Development

HOTCHKISS RANCHES INC. SUBDIVISION EXEMPTION PLAT

WITHIN THE SW1/4 NE1/4 OF SEC. 20, T.12S., R.89W., 6TH P.M.

GUNNISON COUNTY, COLORADO



COURSES ALONG COLORADO STATE HIGHWAY 133 RIGHT OF WAY

LINE	BEARING	DISTANCE
L1	N 05°43'10" E	234.07'
L2	N 10°13'33" W	200.00'
L3	N 33°50'26" W	436.08'
L4	N 03°36'03" W	37.00'
L5	N 05°09'46" W	74.96'
L6	N 34°24'50" W	38.53'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	92.25'	358.36'	N 10°58'33" W	92.00'	14°45'00"
C2	314.74'	616.49'	N 19°47'18" W	311.33'	29°15'04"

SURVEYOR'S CERTIFICATION

I, Kris Crawford, do hereby certify that the above described parcel has been surveyed by me and under my direct supervision and that such survey is accurately represented hereon, and is based upon my knowledge, information and belief, and is in accordance with applicable standards of practice and is not a guaranty or warranty, either expressed or implied.

Date:_____Signed: _____
COLORADO PROFESSIONAL LAND SURVEYOR #38255

TYPICAL LEGEND

- Set Mag Nail in Asphalt
- Found 5/8" rebar 30" long with 2" aluminum cap PLS25972
- Found 5/8" rebar 30" long with 2" aluminum cap as Witness corner or linepin PLS25972
- Found 3/4" rebar 30" long with 3-1/4" aluminum cap PLS25972
- USGLO Brass cap as noted

—x— Fencelines
—E— Electric (overhead)
—UE— Electric (underground)
—W— Water line
– – – Easement
——— Parcel Boundary

BASIS OF BEARINGS:
N.00°02'23"W. FROM THE 1/4 CORNER COMMON TO SEC. 20 & 29 TO THE 1/4 CORNER COMMON TO SEC. 17 & 20
GEODETIC NORTH
GPS OBSERVATION

SCALE 1"=100 U.S. SURVEY FEET
0 50 100 200

DEDICATION

Know all men by these presents: that Hotchkiss Ranches, Inc., being the owner of the land described as follows:

A parcel of land located within the SW1/4 of the NE1/4 of Section 20, Township 12 South, Range 89 West of the 6th P.M., having a description based upon a bearing of N.00°02'23"W. from the 1/4 Corner common to Sections 20 and 29 (monumented by a 3" USGLO brass cap) to the 1/4 Corner common to Sections 17 and 20 (monumented by a 3-1/4" aluminum cap PLS25972), with all other bearings relative thereto and being more particularly described as follows:
Beginning at the Southeast corner of said SW1/4 of the NE1/4, also being the CE1/16 corner (monumented by a 3-1/4" aluminum cap PLS25972), and running thence along the south line of said SW1/4 of the NE1/4 N.88°52'32"W. 598.52 feet to the easterly right of way line of Colorado State Highway 133 (monumented by a 2" aluminum cap PLS25972); thence along said easterly right of way line the following eight (8) courses: (1) N.05°43'10"E. 234.07 feet; (2) thence N.10°13'33"W. 200.00 feet; (3) thence N.33°50'26"W. 436.08 feet; (4) thence along the arc of a non-tangent curve to the right 92.25 feet, said curve having a radius of 358.36 feet and a chord bearing and distance of N.10°58'33"W. 92.00 feet; (5) thence N.03°36'03"W. 37.00 feet; (6) thence N.05°09'46"W. 74.96 feet; (7) thence along the arc of a tangent curve to the left 314.74 feet, said curve having a radius of 616.49 feet and a chord bearing and distance of N.19°47'18"W. 311.33 feet; (8) thence N.34°24'50"W. 38.53 feet to the north line of said SW1/4 of the NE1/4 (monumented by a witness corner bearing S.88°48'36"E. 150.00 feet and being a 2" aluminum cap PLS25972); thence along said north line S.88°48'36"E. 1010.75 feet to the Northeast corner of said SW1/4 of the NE1/4, also being the NE1/16 corner (monumented by a 3-1/4" aluminum cap PLS25972); thence along the east line of said SW1/4 of the NE1/4 S.00°08'46"W. 1309.32 feet to the Point of Beginning, said parcel contains 22.73 acres, more or less.

County of Gunnison, State of Colorado

Hotchkiss Ranches, Inc., under the name and style of HOTCHKISS RANCHES INC. SUBDIVISION EXEMPTION PLAT has laid out, platted and subdivided the same as shown on this plat, and by these present does hereby convey to the County of Gunnison, Colorado, the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities, as shown hereon.

In witness whereof, Hotchkiss Ranches, Inc. has caused its name to be hereunto subscribed this ____ day of _____, 2023

Hotchkiss Ranches, Inc.

By: _____,

Title: _____.

NOTARIAL:

State of) ss.
County of)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D. 20_____, by Hotchkiss Ranches, Inc.

My commission expires: _____

My address is _____
_____

_____
Witness my hand and official seal.

ATTORNEY'S OPINION

I, Gary T. Potter, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Hotchkiss Ranches, Inc. and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows: None

Dated this _____ day of _____, 20_____.

_____,
Attorney-at-Law

BOARD OF COUNTY COMMISSIONERS' APPROVAL

The within plat of the subdivision exemption HOTCHKISS RANCHES INC. SUBDIVISION EXEMPTION PLAT is approved this _____, day of _____, A.D. 20_____.

_____
Chairperson, Board of Gunnison County Commissioners

Attest:

_____.
Gunnison County Clerk and Recorder

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This survey was accepted for deposit in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, A.D. 20_____;
Deposit Number _____, Time _____, Date _____

_____
County Clerk and Recorder

NOTE: According to Colorado law any legal action based upon a defect in this survey must be commenced within three years after such defect is discovered. In no event may any action based upon any defect in this survey be commenced more than ten years from the date shown on the certification hereon.

WILMORE & COMPANY
PROFESSIONAL LAND SURVEYING, INC.
406 Grand Avenue
P.O. Box 1652
Paonia, Colorado 81428
970.527-4200 PHONE
970.314-1009 PHONE
www.wilmorelandsurveying.com
EMAIL kris@wilmorelandsurveying.com
Defining Boundaries

FIELD CREW:	KC
DRAFTER:	KC
CHECKED BY:	RAW

HOTCHKISS RANCHES INC. SUBDIVISION EXEMPTION PLAT
WITHIN THE SW1/4 NE1/4 OF SEC. 20, T.12S., R.89W., 6TH P.M.
GUNNISON COUNTY, COLORADO

J23071 | 26 APRIL 2023

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Public Hearing; Marijuana Cultivation and Product

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

This is a public hearing for Alpine Alchemy's proposal for a Marijuana Facility License for Cultivation and Manufacturing. The facility is located in an existing warehouse building on Lot 5 in the Vista Business Center, with the street address of 260 Griffing Rd.

Fiscal Impact:

Submitted by: Sean Pope **Submitter's Email Address:** spope@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 5.25.23

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 5/25/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/25/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/6/2023

Revised April 2015

To: Gunnison County Board of County Commissioners/Gunnison County Marijuana Licensing Authority

From: Sean Pope, Land Use Planner

Date: May 24, 2023

Subject: Public Hearing for a Marijuana Facility License for Cultivation and Manufacturing

Applicant: Alpine Alchemy LLC

Location: Vista Business Park- Lot 5

260 Griffing Rd., Gunnison, CO 81230

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1. PURPOSE:

The purpose of this public hearing is to receive public input regarding a proposed Marijuana Facility License for cultivation located at 260 Griffing Rd., Gunnison, CO. 81230- Lot 5, Vista Business Center. The proposed cultivation and manufacturing facility, if approved, would be located in an existing warehouse building in the Vista Business Center. The approximate square footage of the building is 3,035 square feet and it is located on a 2.218-acre lot. Alpine Alchemy LLC owns the entire area of the building.

The Gunnison County Marijuana Licensing Authority is the Board of County Commissioners (BOCC). The BOCC is requested to receive public input and review the application against the standards mentioned below. A motion is requested to either approve, approve with conditions, or deny the application.

This proposed facility, given its location in Signal Peak Industrial Park, (See Section 9-104 of the Land Use Resolution) was reviewed under an Administrative Review Land Use Change Permit Application.

2. PURPOSE AND STANDARDS

On July 1, 2014 the BOCC approved Resolution No. 2014-18 which authorized regulations for marijuana cultivation, manufacturing and testing facilities. The purpose of these regulations are to:

1. To authorize licensing of marijuana cultivation, manufacturing, and testing in unincorporated Gunnison County as provided in §§ 12-43.3-301(2)(a), 12-43.4-104(3) and 12-43.4-301, C.R.S., as amended;

2. To establish specific standards and procedures for local licensing of marijuana-related business and establishments; and
3. To protect the health, safety, and welfare of the residents, consumers and patients in Gunnison County by prescribing the manner in which marijuana businesses can be conducted in the County.

As per Article 5, Standards, of Resolution of **No. 2014-18** the Board must find the following to approve a license:

A. **LACK OF CRIMINAL HISTORY**: The applicant and principal employees of a marijuana facility have no history of criminal activity indicating moral turpitude. Applicants shall provide suitable evidence of a Persons' proof of lawful presence, residence, and good character and reputation that the Board may request. The applicant must also consent to a criminal background check of the applicant and its principal employees.

B. **HARMONIOUS LAND USE**: The use and any associated signage is not identifiable as a Marijuana Facility from adjacent property, nor any arterial road, public trail, or public park. The applicant must demonstrate to the Board's satisfaction that there is no measurable detrimental impact to adjacent property which cannot be mitigated, and the applicant has demonstrated to the Board that the facility will be harmonious with its surrounding uses.

C. **APPLICABLE PROPERTY OWNERS ASSOCIATION APPROVAL:** The applicant must provide written consent for the use from the Property Owners Association if an active association exists for the subject property.

D. **ODOR:** Odors from any marijuana facility shall not be detectable and noticeable at the boundary to adjacent properties. Facilities shall be equipped with proper ventilation systems so that odors are filtered and do not materially interfere with adjoining land uses.

E. **FIRE AND SECURITY EMERGENCY SERVICES:** Applicable Fire Districts and the Sheriff's Department will receive applications for their review and comment. Concerns related to public safety received from emergency services must be avoided or mitigated to the Authority's satisfaction.

F. **PUBLIC SERVICES**: The Applicant shall demonstrate that there are adequate public services to support the proposed use.

The Board may approve or approve with conditions a license that meets all of the standards in Article 5. The Board shall deny an application that does not comply with the licensing requirement in Article 5.

3. STAFF ANALYSIS OF CRITERIA AND PUBLIC INPUT RECEIVED

Staff referred this application to the Gunnison Fire Protection District, Gunnison County Building and Environmental Health Official, Gunnison County Sheriff's Office, Gunnison County Public Works, and Gunnison Energy Electrical Association. In addition, a public notice of this hearing and the land use application was sent to all property owners within 1000 feet of the property, notice placed on the property, and a notice was placed in the paper at least 15 days prior to the public hearing. No public input was received on the application at the time this memorandum was prepared. Staff has not received any comments from referral agencies or the public that would generate any concern regarding the issuance of a Marijuana Facility License.

Attachment A includes the application, an operational summary, and the applicant responses to the standards for a License. The following is staff's analysis of compliance to the Standards in Article 5.

A. **LACK OF CRIMINAL HISTORY**: The applicant and principal employees of a marijuana facility have no history of criminal activity indicating moral turpitude. Applicants shall provide suitable evidence of a Persons' proof of lawful presence, residence, and good character and reputation that the Board may request. The applicant must also consent to a criminal background check of the applicant and its principal employees.

Staff Response: Staff, in the creation of the licensing requirements, acknowledged that we would utilize the background check process required by the State of Colorado and the State of Colorado Marijuana Enforcement Division (The Division). The Division has completed the background check for this applicant and reviewed the results with County staff. The applicant will hold a conditional State License, in addition to the County license . In addition, as mentioned previously, this application was forwarded to the Sheriff's office for their review. Again, no input was provided to raise any concern regarding this standard.

B. **HARMONIOUS LAND USE**: The use and any associated signage is not identifiable as a Marijuana Facility from adjacent property, nor any arterial road, public trail, or public park. The applicant must demonstrate to the Board's satisfaction that there is no measurable detrimental impact to adjacent property which cannot be mitigated, and the applicant has demonstrated to the Board that the facility will be harmonious with its surrounding uses.

Staff Response: It was felt during the development of Marijuana Facility Regulations that a marijuana facility would generally be consistent with the existing uses in the Vista Business Center, if the applicant demonstrates that they meet the Standards in Section 9-104 along with the other applicable sections of the LUR and the Marijuana Facility Licensing Standards. In reviewing this specific application, staff believes that this proposal will result in a harmonious land use with the recommended conditions stated below. The

following image indicates the location of the proposed business (see circle**).** There are no sensitive or incompatible land uses adjacent to this use in staff's opinion.

C. **APPLICABLE PROPERTY OWNERS ASSOCIATION APPROVAL:** The applicant must provide written consent for the use from the Property Owners Association if an active association exists for the subject property.

Staff Response: In a letter dated, November 30, 2020, from Vista Business Center HOA, the HOA approved the use of the structure for a grow and manufacture of marijuana products.

D. **ODOR:** Odors from any marijuana facility shall not be detectable and noticeable at the boundary to adjacent properties. Facilities shall be equipped with proper ventilation systems so that odors are filtered and do not materially interfere with adjoining land uses.

Staff Response: The applicant has nine grow rooms. There will be a Terrabloom carbon filter model # TB-CF-1230 paired with Terrabloom inline duct fans model # ECMF-315 in each grow room. Staff has a recommended condition provided below and with that condition, if accepted, staff believes this standard will be met.

E. **FIRE AND SECURITY EMERGENCY SERVICES:** Applicable Fire Districts and the Sheriff's Department will receive applications for their review and comment. Concerns related to public safety received from emergency services must be avoided or mitigated to the Authority's satisfaction.

Staff Response: As mentioned, the application has been referred to the Gunnison Fire Protection District and the Sherriff's Department. In addition, the State has specific security requirements.

F. **PUBLIC SERVICES**: The Applicant shall demonstrate that there are adequate public services to support the proposed use.

Staff Response: The County Health Official has reviewed the system and has included a condition below related to the septic system and water quality. Well water is provided to the building and it is maintaining its commercial use. No comments were received by Gunnison County Electrical Association.

4. RECOMMENDATIONS

Staff finds that the application meets the Marijuana Facility License standards and recommends approval of the license with the following recommended conditions:

1) There shall be no noticeable odors which result from the Marijuana Facility detectable outside of the subject building at the property boundary.

2) As of the date of the license of this Resolution, the use, possession, distribution, and sale of marijuana is illegal under Federal law and those who engage in such activities do so at their own risk of criminal prosecution and a Federal action may result in the revocation of this license.
3) This license is approved conditioned upon receiving and maintaining all appropriate licenses with the Colorado Marijuana Licensing Authority. Failure to receive or maintain a valid applicable Colorado Marijuana License will result in the revocation of Gunnison County Marijuana Facility License.

ATTACHMENTS:

- Marijuana Facility License Application
- Public Notice
- Site Plan
- License (unsigned)

COUNTY OF GUNNISON

Community Development Department

Marijuana License- Conditional License

A Marijuana Facility License for cultivation was approved by the Gunnison County Marijuana Licensing Authority with conditions
On **June 6, 2023** for
Alpine Alchemy LLC
Located At:
260 Griffing Rd., Gunnison, Co. 81230

Effective Date of License: June 6, 2023
License Valid Through: June 6, 2026

This license is conditioned upon the following:

1) There shall be no noticeable odor which results from the Marijuana Facility detectable outside of the subject building at the property boundary.
2) As of the date of this license, the use, possession, distribution, and sale of marijuana is illegal under Federal law and those who engage in such activities do so at their own risk of criminal prosecution and a Federal action may result in the revocation of this license.
3) As mentioned in Resolution No. 2014-18 the applicant is consenting to inspections. Evidence from inspections or documented complaints regarding the facility in respect to the Standards in Resolution No. 2014-18 or in Section 9-104 of the *Gunnison County Land Use Resolution* or failure to comply with other applicable local or state regulations may result in the revocation of the Gunnison County Marijuana Facility License.
4) The license is approved conditioned upon receiving and maintaining all appropriate licenses with the Colorado Marijuana Licensing Authority. Failure to receive or maintain a valid applicable Colorado Marijuana License will result in the revocation of the Gunnison County Marijuana Facility License.

This license is issued subject to Gunnison County Board of County Commissioners Resolution No: 2014-19, "A Resolution Creating Licensing Regulations for Marijuana Cultivation, Manufacturing, and Testing Facilities. Resolution No. 2014-19 was adopted as allowed by the State of Colorado as provided by: article 43.3 of title 12, C.R.S. (the "CMMC) and 1 CCR 212-1, Series 100 through 1400, Medical Marijuana Rules ("the MMR"); and Article 43.4 of Title 12, C.R.S. (the "CRMC) and 1 CCR 212-2, Series 100 through 1400, Retail Marijuana Rules ("the RMR").

This conditional license is only valid through the expiration date shown. Any questions concerning this conditional license should be addressed to: Gunnison County Community Development Department, 221 N. Wisconsin #D, Gunnison, Co. 81230.

Authorized By:

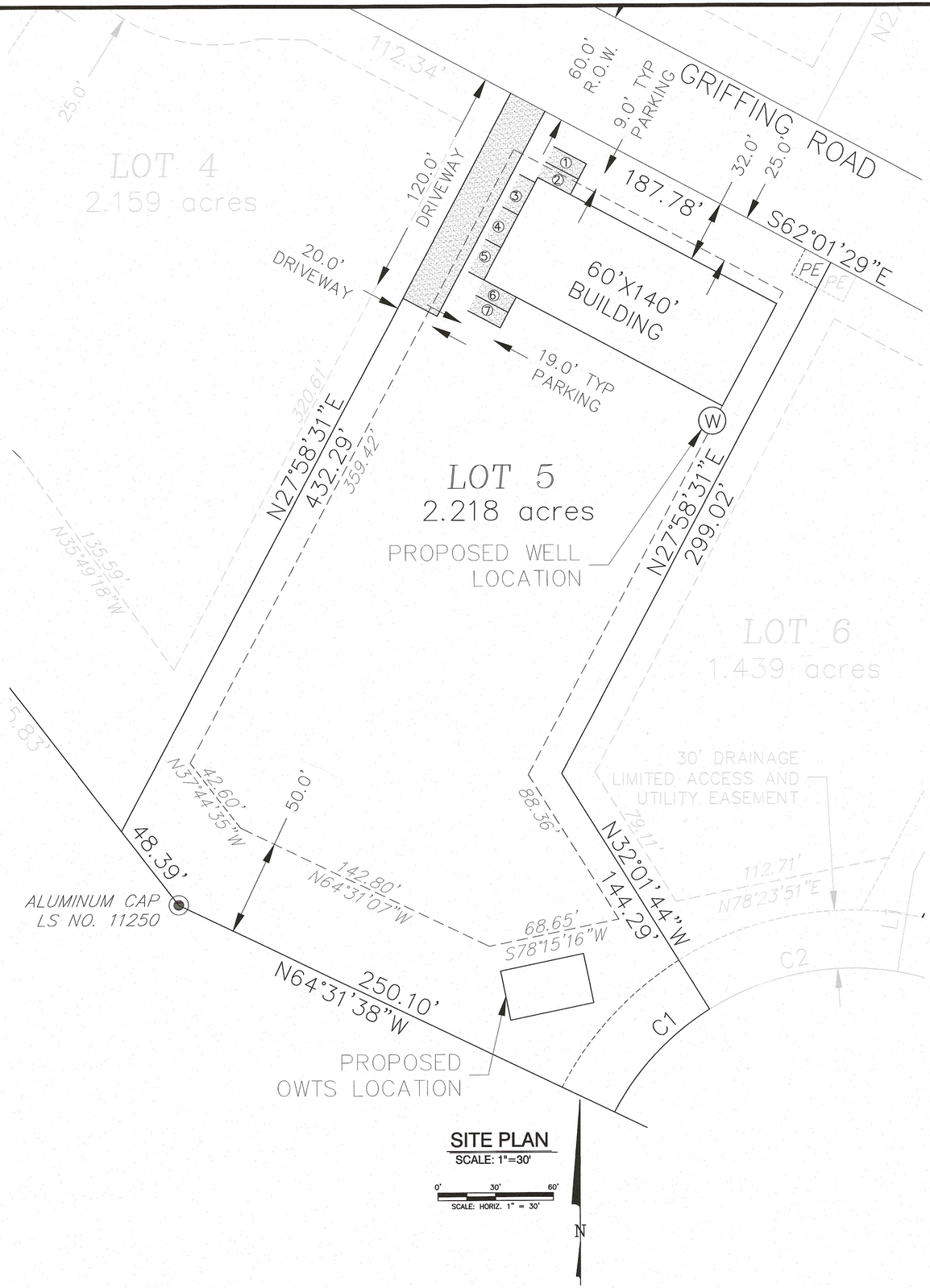
_____ _____

BoCC Chairperson Date
Chair of Gunnison County Marijuana Licensing Authority

I accept and will comply with all conditions of this Conditional License, and waive any and all objections to each condition of this License.

_____

License Holder/Owner of Business



WILLIAMS ENGINEERING LLC
400 NORTH MAIN STREET
GUNNISON, CO 81230
PH: (970) 641-2499
EMAIL: wengineer@msn.com

ALPINE ALCHEMY

SITE PLAN

ERIC PIPER

DRAWN BY:	SLB
CHECKED BY:	RLW
SCALE:	AS NOTED
MOST CURRENT DATE:	10/4/18
JOB NO.	2985
SHEET:	C1

ENGINEER'S STAMP

811 Know what's below. Call before you dig.

W:\CIVIL\2018\2985—PIPER\SITE PLAN.DWG

NOTICE OF PUBLIC HEARING
CONCERNING A
MARIJUANA CULTIVATION AND PRODUCT MANUFACTURING FACILITY LICENSE FOR
ALPINE ALCHEMY, LLC -LOCATED AT
260 GRIFFING ROAD, GUNNISON, CO.
LOT 5, VISTA BUISNESS CENTER, COUNTY OF GUNNISON, STATE OF COLORADO

HEARING DATE, TIME AND LOCATION: The Gunnison County Board of County Commissioners on June 6, 2023 at 8:50 am, in the Board of County Commissioners meeting room 2nd floor of the Gunnison County Court House, 200 W. Virginia Ave., Gunnison, Co. will hold a public hearing to hear public comment concerning a Marijuana Facility License application for a new marijuana cultivation and product manufacturing facility to be located in a building at 260 Griffing Road, Gunnison, Co.

APPLICANT: The applicant is Alpine Alchemy, LLC represented by Darin Slattengren.

PARCEL LOCATION: The parcel on which the Marijuana Facility License is proposed is located at 260 Griffing Road, Gunnison, Co. Lot 5, Vista Business Center, County of Gunnison, State of Colorado.

PROPOSAL: The applicant is proposing to locate a Marijuana Cultivation and product manufacturing Facility in a building located at 260 Griffing Road, Gunnison, Co.

PUBLIC PARTICIPATION: The public is invited to submit verbal or written comments at the hearing, or to submit written comment by planning@gunnisoncounty.org; or letter (Community Development , 221 N. Wisconsin , Suite D, Gunnison, Co. 81230), so long as they are received by 5 P.M. the afternoon before the hearing. The application can be viewed at the County's web site at: http://204.132.78.100/citizenaccess/application # MJ-20-00162. For more information regarding this application please call or email Sean Pope at 970-641-7981 or spope@gunnisoncounty.org

ADA ACCOMODATIONS: Anyone needing special accommodations as determined by the *American with Disabilities Act* may contact the Community Development Department prior to the day of the hearing.

/s/ Sean Pope
Gunnison County Community Development

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Subdivision Exemption Request; LUC-23-00020; Crest

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CBFPD

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

Summary:

Subdivision Exemption amendment to the Spann Subdivision Exemption Plat.

Fiscal Impact:

Submitted by: Hillary Seminick **Submitter's Email Address:** hseminick@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Appears legally sufficient. ASFR 6.1.23

Reveiwed by: GUNCOUNTY1\asanfilippo-rosser Discharge Date: 6/1/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/6/2023

Revised April 2015

Gunnison County, CO
Community Development Department
221 N. Wisconsin St. Ste. D, Gunnison, CO 81230
Phone: (970) 641-0360
Website: www.gunnisoncounty.org
Email: *planning@gunnisoncounty.org*

From: Hillary I. Seminick, AICP, Planning Director

To: The Gunnison County Board of County Commissioners

Date: May 30, 2023

Re: LUC-23-00020 Crested Butte Fire Protection District Subdivision Exemption Plat

---

A. Introduction

The Crested Butte Fire Protection District (CBFPD), represented by Mauriello Planning Group (MPG), applied for a Subdivision Exemption pursuant to *Section 5-104.O: Application Form for Subdivision Exemption* from the Gunnison County *Land Use Resolution* (LUR). The amendment will effectively adjust the area of the two existing parcels within the Spann Subdivision Exemption Plat recorded December 21, 2021 at Reception No. 681915 (Exhibit A). The reallocation of area between the two parcels will be achieved with an internal boundary line adjustment and the amendment will not change the general configuration of the existing two-lot subdivision. The amended configuration is summarized in *Figures 1-3* and the draft plat is included as *Exhibit B* to this memo.

Concurrently submitted with the Subdivision Exemption application, the CBFPD applied for a Location and Extent review of a new headquarters, search and rescue facility, and training tower pursuant to Colorado Revised Statue (CRS) § 30-28-110. Per CRS § 30-28-110, a Location and Extent application must be submitted prior to the construction of a public facility for review by the Gunnison County Planning Commission within 30 days, as required by state statute. This application was reviewed and approved by the Planning Commission on May 18, 2023. These applications are statutorily separate processes and the only request of the BOCC today is approval and signature of the Subdivision Exemption plat.

Figure 1. Subdivision Exemption Amendment Parcel Summary

Plat Name	**Spann Subdivision Exemption Plat**		**CBFPD Subdivision Exemption Plat (this amendment)**	
Parcel Name	Spann Parcel	CBFPD Parcel	Parcel 1 (former CBFPD parcel)	Parcel 2 (former Spann Parcel)
Parcel Area	5.516 Acres	1.894 Acres	3.978 Acres	3.428 Acres

Figure 2. Spann Subdivision Exemption Plat Excerpt

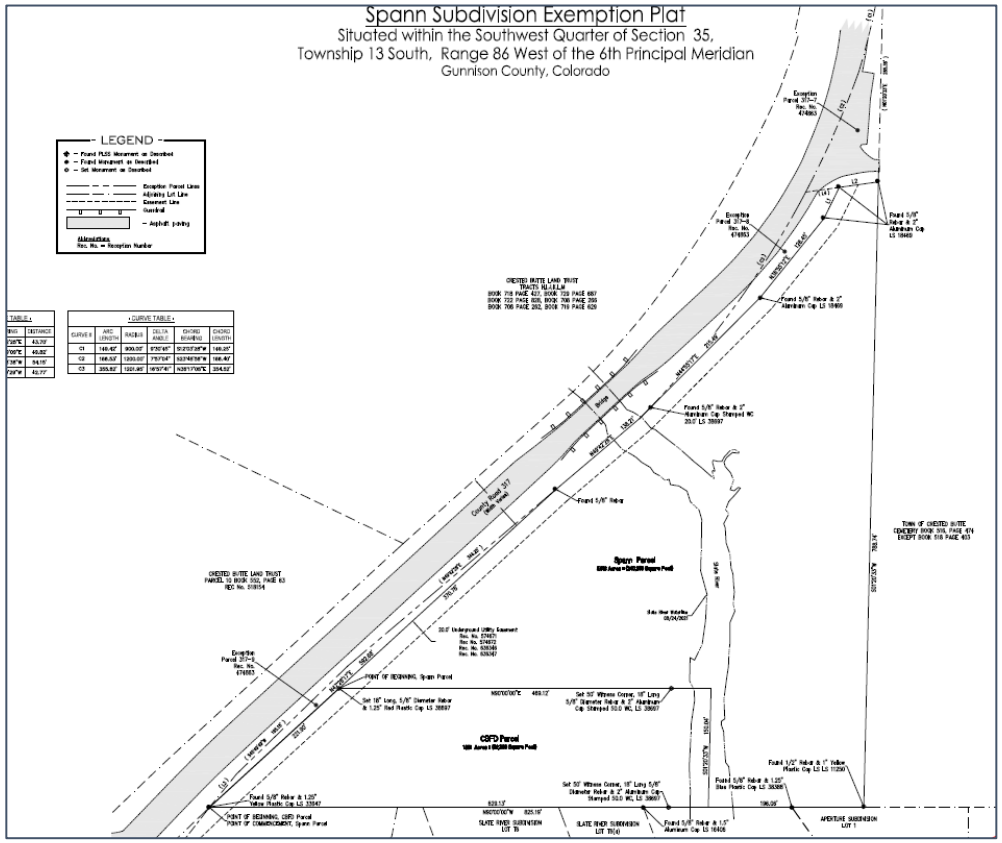
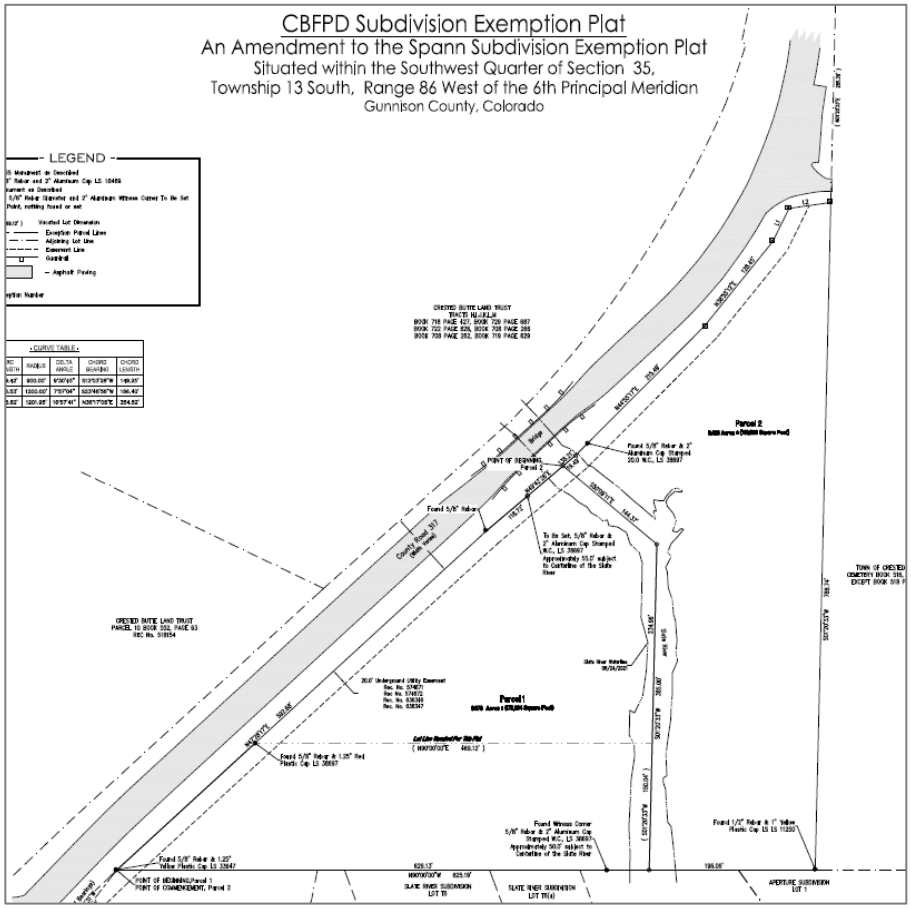


Figure 3. CBFPD Subdivision Exemption Plat Amendment Excerpt



B. Compliance with Land Use Regulation

An application for Subdivision Exemption is required to meet Land Use Resolution Standards listed in *Section 1-105: Sections Necessary for Immediate Preservation of Public Health, Safety, Welfare, and the Environmental and Wildlife Resources* and *Section 5-104.O Application Form for Subdivision Exemptions*. The Subdivision Exemption amendment poses no risk to any of the LUR sections pursuant to *Section 1-105*. The draft plat has been reviewed and approved by the County Attorney for form pursuant to *Section 5-104.O.*

C. Recommendation

Staff recommends approval of the Subdivision Exemption Plat as it has been reviewed for form and compliance with applicable standards within the LUR.

D. Exhibits

The entirety of the application may be viewed online at: *https://www.gunnisoncounty.org/436/Permit-Database*. Please select "projects" and type LUC-23-00020 in the application number field.

Exhibit A. Spann Subdivision Exemption Plat
Exhibit B. CBFPD Subdivision Exemption Amendment Plat

Thence S01°20'33"W along the centerline of the Slate River a distance of 150.04 feet to a point on the North line of Open Space 1, Aperture
Reception Number 648057 in the office of the Gunnison County Clerk and Recorder;

Thence N90°00'00"W along the North line of said Open Space 1, and the North line of lots T6(a), T6, TP7, and TP1 of said Slate River Subdivis
BEGINNING.

The above described Parcel contains 1.891 Acres (82,369 Square Feet), more or less.

Spann Parcel Description

A parcel of land, situated entirely within Parcel 22, as described in Civil Action No. 6647, recorded in Book 552 at Page 53 on July 10th, 198
Recorder, also lying for reference in the Southwest Quarter of Section 35, Township 13 South, Range 86 West of the Sixth Principal Meridian, n

COMMENCING at the Northwest corner of the Slate River Subdivision, according to the plat thereof, recorded at Reception Number 669207 in th
being a point on the Southeasterly Right of Way of County Road 317, being monumented by a 5/8" rebar and 1.25" Yellow Plastic Cap stampe
Section 35, being monumented by a 3.25" GLO Brass Cap, properly marked and dated 1939 bears S37°45'31"W a distance of 1151.20' (Basis of
the Southerly Right of Way of said County Road 317 a distance of 221.90 feet to the TRUE POINT OF BEGINNING, Thence continuing along said

1. N47°28'17"E a distance of 370.78 feet;
2. N49°42'28"E a distance of of 138.21 feet;
3. N44°55'17"E a distance of 215.49 feet;
4. N38°55'12"E a distance of 128.45 feet;
5. N26°12'25"E a distance of 43.70 feet;
6. N81°59'09"E a distance of 49.82 feet to a point on the Eastern Boundary of the Town of Crested Butte Cemetery, recorded in Book 51
   Recorders Office;

Thence S01°20'33"E along the Eastern line of said Town of Crested Butte Cemetery parcel a distance of 788.74 feet to a point on the North l
the plat thereof, recorded at Reception Number 648057 in the office of the Gunnison County Clerk and Recorder;

Thence S90°00'00"W along the North line of Lot 1 and Open Space 1 of said Aperture River Subdivision, a distance of 196.06 feet to a point o

Thence N01°20'33"E along the centerline of the Slate River a distance of 150.04 feet;

Thence N 90°00'00"W a distance of 469.12 feet to the POINT OF BEGINNING.

The above described Parcel contains 5.516 Acres (240,259 Square Feet), more or less.

I:\2020\2020-548-CBFPDFireStation\001\H-Dwgs\Surv\Dwgs\BaseMaps\CBFD ExemptionPlat.dwg Plotted: 12/16/2021 9:34 AM By: Erik

I:\2020\2020-548-CBFPDFireStation\001\H-Dwgs\Surv\Dwgs\BaseMaps\CBFD ExemptionPlat.dwg Plotted: 12/16/2021 9:35 AM By: Erik

REC NO. 516134

Exception
Parcel 317-9
Rec. No.
474863

(L3)

(S45°49'49"W 195.18')

Found 5/8" Rebar
Yellow Plastic Cap

POINT OF BEGINNING, CBFD

POINT OF COMMENCEMENT, S

(Basis of Bearings)
S37°45'31"W
1151.20'

Southwest Corner of Section 35
3.25" GLO Brass Cap on 2" Iron Pipe, Dated 1939

SLA

Spann Subdivision Exemption Plat

Situated within the Southwest Quarter of Section 35, Township 13 South, Range 86 West of the 6th Principal Meridian

Gunnison County, Colorado

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That Virgil & Lee Spann Ranches Inc. a Colorado corporation, being the owner of the land described as follows:

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 86 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE NORTH 37°45'31" EAST, 1151.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE EAST 825.19 FEET TO A POINT;
THENCE NORTH 01°20'33" EAST, 1074.25 FEET ALONG THE WEST LINE OF THE TOWN CEMETERY TO A POINT ON THE EAST RIGHT OF WAY OF AN EXISTING ROAD;
THENCE 149.42 FEET ALONG THE RIGHT OF WAY OF SAID ROAD ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 09°30'45", A RADIUS OF 900.0 FEET, AND A CHORD OF SOUTH 12°03'28" WEST, 149.25 FEET TO A POINT OF CURVE;
THENCE 522.35 FEET ALONG THE RIGHT OF WAY OF SAID ROAD ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 24°56'26", A RADIUS OF 1200.00 FEET AND A CHORD OF SOUTH 32°18'36" WEST, 518.24 FEET TO A POINT;
THENCE SOUTH 49°42'28" WEST, 482.46 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE SOUTH 45°49'49" WEST, 195.18 FEET ALONG SAID RIGHT OF WAY TO A POINT;
THENCE SOUTH 39°08'38" WEST, 54.15 FEET ALONG SAID RIGHT OF WAY TO THE TRUE POINT OF BEGINNING;

LESS AND EXCEPT THOSE TRACTS OF LAND CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO IN SPECIAL WARRANTY DEED RECORDED APRIL 8, 1997 UNDER RECEPTION NO. 474863,

COUNTY OF GUNNISON,

STATE OF COLORADO.

Virgil & Lee Spann Ranches Inc. a Colorado corporation, under the name and style of SPANN SUBDIVISION EXEMPTION PLAT has laid out, platted and subdivided the same as shown on this plat, and by these present does hereby convey to the County of Gunnison, Colorado, the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon.

In witness whereof, Virgil & Lee Spann Ranches Inc. a Colorado corporation, has caused its name to be hereunto subscribed this _____ day of _____, 2021.

Virgil & Lee Spann Ranches Inc.

By: _____

Title: _____

STATE OF COLORADO)
) ss.
County of Gunnison)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ as _____ of Virgil & Lee Spann Ranches Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

CBFD Parcel Description

A parcel of land, situated entirely within Parcel 22, as described in Civil Action No. 6647, recorded in Book 552 at Page 53 on July 10th, 1980 in the office of the Gunnison County Clerk and Recorder, also lying for reference in the Southwest Quarter of Section 35, Township 13 South, Range 86 West of the Sixth Principal Meridian, more particularly described as follows;

BEGINNING at the Northwest corner of the Slate River Subdivision, according to the plat thereof, recorded at Reception Number 669207 in the office of the Gunnison County Clerk and Recorder, also being a point on the Southeasterly Right of Way of County Road 317, being monumented by a 5/8" rebar and 1.25" Yellow Plastic Cap stamped LS 33647, from whence the Southwest corner of said Section 35, being monumented by a 3.25" GLO Brass Cap, properly marked and dated 1939 bears S37°45'31"W a distance of 1151.20' (Basis of Bearings for this description);

Thence N47°28'17"E along said County Road 317 Right of Way a distance of 221.90 feet;

Thence N90°00'00"E a distance of 469.12 feet to a point at the centerline of the Slate River;

Thence S01°20'33"W along the centerline of the Slate River a distance of 150.04 feet to a point on the North line of Open Space 1, Aperture Subdivision, according to the plat thereof, recorded at Reception Number 648057 in the office of the Gunnison County Clerk and Recorder;

Thence N90°00'00"W along the North line of said Open Space 1, and the North line of lots T6(a), T6, TP7, and TP1 of said Slate River Subdivision a distance of 629.13 feet to the POINT OF BEGINNING.

The above described Parcel contains 1.891 Acres (82,369 Square Feet), more or less.

Spann Parcel Description

A parcel of land, situated entirely within Parcel 22, as described in Civil Action No. 6647, recorded in Book 552 at Page 53 on July 10th, 1980 in the office of the Gunnison County Clerk and Recorder, also lying for reference in the Southwest Quarter of Section 35, Township 13 South, Range 86 West of the Sixth Principal Meridian, more particularly described as follows;

COMMENCING at the Northwest corner of the Slate River Subdivision, according to the plat thereof, recorded at Reception Number 669207 in the office of the Gunnison County Clerk and Recorder, also being a point on the Southeasterly Right of Way of County Road 317, being monumented by a 5/8" rebar and 1.25" Yellow Plastic Cap stamped LS 33647, from whence the Southwest corner of said Section 35, being monumented by a 3.25" GLO Brass Cap, properly marked and dated 1939 bears S37°45'31"W a distance of 1151.20' (Basis of Bearings for this description), Thence N47°28'17"E along the Southerly Right of Way of said County Road 317 a distance of 221.90 feet to the TRUE POINT OF BEGINNING, Thence continuing along said Right of Way the following 6 courses;

1. N47°28'17"E a distance of 370.78 feet;
2. N49°42'28"E a distance of of 138.21 feet;
3. N44°55'17"E a distance of 215.49 feet;
4. N38°55'12"E a distance of 128.45 feet;
5. N26°12'25"E a distance of 43.70 feet;
6. N81°59'09"E a distance of 49.82 feet to a point on the Eastern Boundary of the Town of Crested Butte Cemetery, recorded in Book 516 at Page 474 in the Gunnison County Clerk and Recorders Office;

Thence S01°20'33"E along the Eastern line of said Town of Crested Butte Cemetery parcel a distance of 788.74 feet to a point on the North line of Lot Space 1, Aperture Subdivision, according to the plat thereof, recorded at Reception Number 648057 in the office of the Gunnison County Clerk and Recorder;

Thence S90°00'00"W along the North line of Lot 1 and Open Space 1 of said Aperture River Subdivision, a distance of 196.06 feet to a point at the centerline of the Slate River;

Thence N01°20'33"E along the centerline of the Slate River a distance of 150.04 feet;

Thence N 90°00'00"W a distance of 469.12 feet to the POINT OF BEGINNING.

The above described Parcel contains 5.516 Acres (240,259 Square Feet), more or less.

ATTORNEY'S OPINION

I, John Chmil, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Virgil & Lee Spann Ranches, Inc. and is free and clear of all liens, defects, encumbrances, restrictions, and reservations except as follows:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the date hereof.
6. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; or water rights, claims or title to water.
8. Right of Proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises as reserved in United States patent recorded November 30, 1885, in Book 45 at page 305; and in Patent recorded April 15, 1886 in Book 45 at page 314.
9. Terms, conditions, provisions, and restrictions set forth in Order of Partition recorded June 28, 1978 in Book 516 at page 474; and in Amended Order of Partition recorded July 10, 1980 in Book 552 at page 63.
10. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Grant of Easement recorded April 8, 1997 under Reception No. 474866.
11. Terms, conditions, and provisions of Grant of Easement recorded June 17, 1997 under Reception No. 476238.
12. Easement granted to Gunnison County Electric Association, Inc., for utilities, and incidental purposes, by instrument recorded April 26, 2007, under Reception No. 574671.
13. Easement granted to Board of County Commissioners of the County of Gunnison, Colorado, for utilities, and incidental purposes, by instrument recorded April 26, 2007, under Reception No. 574672.
14. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Lease Agreement for use of utility easement recorded November 03, 2015 under Reception No. 636346 and 636347.
15. Right Of Way for County Road 317 as disclosed on the Gunnison County Assessor's map stored in Land Title Guarantee Company's system as image 32294840.
16. Any rights or interests of third parties which exist or are claimed to exist in and over the present and past bed, banks or waters of Slate River as disclosed on the Gunnison County G.I.S. map stored in Land Title Guarantee Company's system as image 32294840.
17. Any tax, lien or fee resulting from inclusion in North and South subdistricts of Gunnison County Metropolitan Recreation District as evidenced by instrument recorded December 07, 2021 under Reception No. 681553.
18. All matters disclosed on existing conditions map by SGM dated November 19, 2021, Job No. 2020-548.001, and stored in Land Title Guarantee Company's system as image 42103771.

Dated this _____ day of _____, 2021.

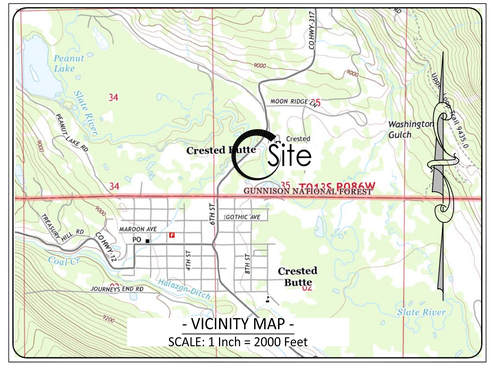
_____
John Chmil, Atty. Reg. # 48768
Attorney-at-Law

BOARD OF COUNTY COMMISSIONERS APPROVAL

The within plat of the subdivision exemption SPANN SUBDIVISION EXEMPTION PLAT is approved this _____ day of _____, 2021.

By: _____
Chairperson, Board of Gunnison County Commissioners

Attest: _____
Gunnison County Clerk and Recorder



- VICINITY MAP -
SCALE: 1 Inch = 2000 Feet

SURVEY NOTES:

Basis of Bearings: Bearings shown hereon are based on an assumed bearing of S37°45'31"W, between the Southwest corner of the CBFD Parcel, being monumented by a 5/8" rebar and a 1.25" Yellow Plastic Cap stamped LS 33647, and the Southwest corner of Section 35, Township 13 South, Range 86 West of the 6th Principal Meridian, being monumented by a 3.25" GLO Brass Cap on a 2" Iron Pipe, property marked and dated 1939, both corners being shown hereon.

1. This map has been prepared pursuant to client request for a Subdivision Exemption Plat.
2. Date of field survey : August 4th, 2021.
3. Units of linear measurements are displayed in US Survey Feet.

SURVEYOR'S CERTIFICATE:

Erik E. Bjornstad, being a registered land surveyor in the State of Colorado, do hereby certify that this plat and survey of SPANN SUBDIVISION EXEMPTION PLAT was made by me and under my supervision and that both are accurate to the best of my knowledge. Steel pins and/or brass cap monuments were set at all boundary corners.

Dated this XXth day of December, 2021

Erik E. Bjornstad
Colorado PLS # 38697
For, and on behalf of SGM

- PRELIMINARY - FOR REVIEW ONLY

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado, on this _____ day of _____, 2021, Reception Number _____, Time _____, Date_____.

_____
Gunnison County Clerk and Recorder

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

Spann Subdivision Exemption Plat
Gunnison County, Colorado

1 2 3 4 5 6 7 8 9

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

2020-548.001
EB
12/14/2021
Approved: – PLS: EB
CBFD ExemptionPlat

Exemption Plat

1

2

L:\2020\2020-548-CBFDFireStation\001\Vr-Dwgs\Surv\Dwgs\BaseMaps\CBFD ExemptionPlat.dwg Plotted: 12/14/2021 12:36 PM By: Erik Bjornstad

Spann Subdivision Exemption Plat

Situated within the Southwest Quarter of Section 35,
Township 13 South, Range 86 West of the 6th Principal Meridian
Gunnison County, Colorado

- LEGEND -

- – Found PLSS Monument as Described
- – Found Monument as Described
- – Set Monument as Described
- Exception Parcel Lines
- Adjoining Lot Line
- Easement Line
- Guardrail
- – Asphalt paving

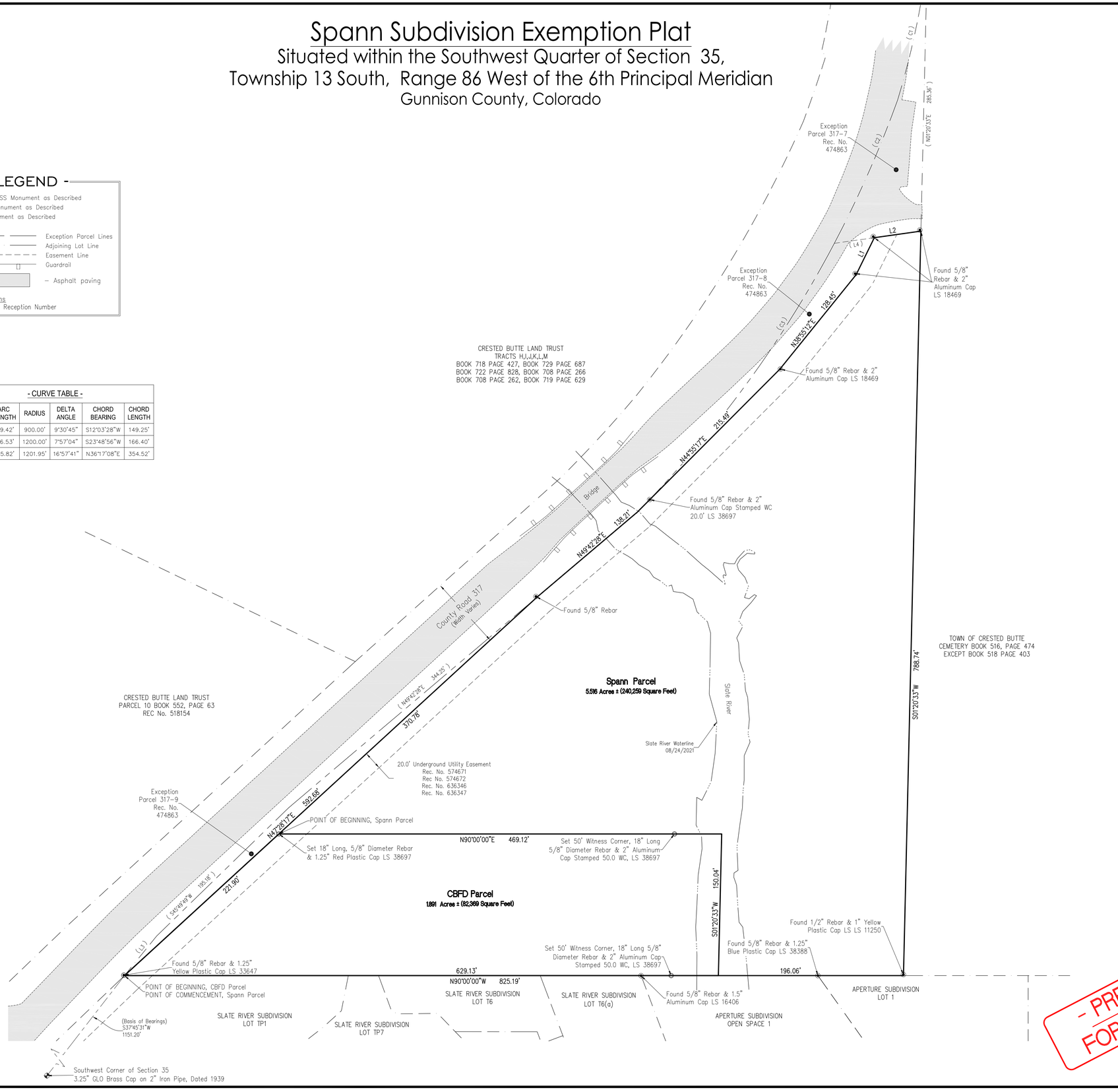
Abbreviations
Rec. No. = Reception Number

- LINE TABLE -

LINE #	BEARING	DISTANCE
L1	N26°12'25"E	43.70'
L2	N81°59'09"E	49.82'
L3	S39°08'38"W	54.15'
L4	S81°59'29"W	42.77'

- CURVE TABLE -

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	149.42'	900.00'	9°30'45"	S12°03'28"W	149.25'
C2	166.53'	1200.00'	7°57'04"	S23°48'56"W	166.40'
C3	355.82'	1201.95'	16°57'41"	N36°17'08"E	354.52'



- PRELIMINARY -
FOR REVIEW ONLY

Graphic Scale
0 25 50 100
In U.S. Feet : 1" = 50'

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355 www.sgm-inc.com

Spann Subdivision Exemption Plat
Gunnison County, Colorado

	2020-548.001
	EB
	12/14/2021
Approved:	– PLS: EB
	CBFD ExemptionPlat

Exemption Plat

2

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

I:\2020\2020-548-CBFDFireStation\001\Vf-Dwgs\Surv\Dwgs\BaseMaps\CBFD ExemptionPlat.dwg Plotted: 12/14/2021 10:11 AM By: Erik Bjornstad

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request for Amendment of Subdivision Covenants; LU

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

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

Summary:

LUC-23-00019.
This application is requesting that lot 9 have subordinate residential use, given the need for housing and this type of subordinate residential, the

Fiscal Impact:

Submitted by: Rachel Sabbato **Submitter's Email Address:** rsabbato@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
Legally sufficient. SO 5/31/23

Reveiwed by: GUNCOUNTY1\sobaid Discharge Date: 5/31/2023 Certificate of Insurance Required

Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/2/2023

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 5

Agenda Date: 6/6/2023

Revised April 2015

Gunnison County, CO
200 E Virginia Ave., Gunnison, CO 81230
Phone: (970) 641-7600
Website: www.gunnisoncounty.org

From: Rachel Sabbato, Land Use Planner for Community and Economic Development

To: BOCC

Date: May 30, 2023

Re: Amendment of Subdivision Covenants, Whetstone Industrial Park. LUC-23-00019

L&D Ranches LLC has submitted an application for an amendment of subdivision covenants in the Whetstone Industrial Park. This parcel is legally described as Lot 9, Whetstone Industrial Park Subdivision, 120 Bifano Road.

The current Whetstone covenants prohibit industrial lots be adjacent to subordinate residential lots. Lot 9 is located between a lot that is subordinate residential (lot 8) and an industrial lot (RTA- Lot 10). This application is requesting that lot 9 have subordinate residential use, given the need for housing and this type of subordinate residential, amendment is specific to Lot 9 only. The proposed covenant amendment has been approved by the owners in the subdivision, including the lots directly adjacent. Per the existing covenants any new amendments need to have two thirds approval of the lot owners, the association has unanimously voted in favor of this amendment.

> As defined by the Whetstone covenants, Section 18. *"Subordinate Residential" shall mean that the ratio of residential use and the square footage of residential use areas to areas dedicated to other permitted uses in a given Building cannot be in excess of one to one, with residential square footage being the numerator and square footage of other permitted uses being the denominator. Subordinate Residential square footage is also limited to the maximum square footage set forth in Article 8. A "Subordinate Residence" means such residence as is a permitted Subordinate Residential use under these Covenants. There must be parking adequate to serve both the Light Industrial use and any Subordinate Residence as determined by the LUR. The Subordinate Residence shall be legally and physically served by the same water and wastewater treatment systems that serve the Light Industrial use. The Subordinate Residence shall be structurally integrated within the building in which the Light Industrial use islocated, share common roof lines and utility systems, and there shall be an internal access between the Light Industrial use and the residence. The Subordinate Residence shall contain a full kitchen and sanitation facilities. The Subordinate Residence shall comply with the applicable building code, adopted and amended by Gunnison County, and the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards.*

Gunnison County *Land Use Resolution* Section 5-102: R. *Amendment of Subdivision Covenants* are classified as Administrative Review projects for which the Board of County Commissioners make a decision when Gunnison County is party to the original approved land use covenants, as in this case.

Section 5-103: Standards for Approval of Administrative Review Projects describes the standards for approval:

1. COMPLY WITH APPLICABLE STANDARDS. The land use change shall comply with all applicable standards and other provisions of this Resolution.
2. COMPATIBILITY WITH COMMUNITY CHARACTER. The proposed land use change shall be compatible with, or an enhancement of, the character of existing land uses in the area, and shall not adversely impact the future development of the surrounding area.

Staff recommends that the Board approve the Whetstone covenant amendment and finds that the application complies with all applicable standards and is compatible with community character and supports improved public health and safety by enabling the development of this type of needed housing i.e. “Subordinate Residential” use as defined by the Whetstone Covenants.

Please feel free to contact me with any questions or concerns. Thank you.

EXHIBIT C

Gunnison County, CO
1/22/2019 12:03:11 PM
133

658375
Page 1 of 25
R 133.00 D 0.00

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS

WHETSTONE INDUSTRIAL PARK

November 5, 2018

Gunnison County, CO
1/22/2019 12:03:11 PM
133
658375
Page 2 of 25
R 133.00 D 0.00

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These Amended and Restated Declaration of Protective Covenants Whetstone Industrial Park (these "Covenants") amend, restate, and supersede and replace in their entirety the Declaration of Protective Covenants Whetstone Industrial Park as recorded at reception number 654064 in the real property records of Gunnison County, Colorado (the "Original Covenants"). These Covenants are certified by the Secretary of the Association to have been voted in favor of by the Owners of more than two-thirds of the Lots at a duly called and properly noticed meeting of the membership and upon approval of the Board of County Commissioners of Gunnison County. The Original Covenants are amended and restated in their entirety as set forth in these Covenants.

ARTICLE 1: Dedication

Section 1. Property Dedicated. The following covenants, restrictions and easements which shall be binding upon and affect the real property more particularly described as:

> Whetstone Industrial Park according to the Plat thereof bearing Reception No. 654063 of the real property records of Gunnison County, Colorado, which is more particularly described on the attached **Exhibit A**, which is incorporated herein by this reference, all as located in Gunnison County, Colorado.
>
> (the "Property")

Section 2. Dedication. These Covenants shall run with the Property and shall be binding upon all persons and entities having any right, title or interest in and to the Property or any Lots, tracts, or parts thereof, their heirs, successors and assigns and their tenants, employees, guests, agents and invitees and shall inure to and be for the benefit of each Owner of the Lot within the Property. These Covenants are imposed for the benefit of all Owners and all future owners of Lots, parcels and areas located within the Property and to provide for the preservations of values of the Property and to provide and preserve the covenants, easements, restrictions, assessments, liens and all other matters set forth in the Covenants, all of which are for the benefit of the Property.

ARTICLE 2: Additional Definitions

Section 1. "Association" shall mean the Whetstone Industrial Park Lot Owners Association, Inc., a Colorado nonprofit corporation.

Section 2. "Association Documents" shall mean these Covenants, the Articles of Incorporation and Bylaws for the Association, any amendments to these Covenants and such articles and bylaws, and the Regulations.

Section 3. "Assessments" shall mean such regular, annual, periodic, special, default, or delinquent assessments as levied pursuant to these Covenants and the Colorado Common Interest Ownership Act, as it may be amended from time to time ("CCIOA"), by the Association.

Section 4. "Board of Directors" or "Board" shall mean the Board of Directors of the Association duly elected and acting according to the Association Documents.

Section 5. "Building" shall mean a structure having a roof supported by walls or any similar type of improvement.

Section 6. "Building Envelope" shall mean the envelope or area within a Lot or tract, as shown on sheet 3 of the Plat, where a building or other improvement shall be located, always subject to the prior written approval of the Board and such other approvals as required herein.

Section 7. "Common Area" shall mean all real property so identified on the Plat and any other real property in which the Association owns or obtains any interest or has a leasehold interest for the common use and enjoyment of its members, including without limitation estates in fee, estates for a term of years, and leasehold estates or easements. Each and every Common Area may have a restricted use or enjoyment and may be designated for a specific use for such Common Area.

Section 8. "Declarant" means L&D Ranches, LLC, a Colorado limited liability company

Section 9. "Improvement" shall mean all buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, decks, enclosures, changes in exterior building color or shape, excavation, changes in type of exterior building materials, and all other site work including without limitation grading, paving, dirt moving, road construction, trail construction, utility improvements, removal of trees or plantings, and any new exterior construction, exterior improvement, exterior change constructed, completed, or maintained on the Property.

Section 10. "Inoperable Vehicles" shall mean any passenger vehicle, snowmobile, ATV, motor home, and side-by-side that is not capable of being driven under its own propulsion for a period of one month or more.

Section 11. "Junkyard" shall mean any Lot or Lots that stores passenger vehicles, snowmobiles, ATVs, motor homes, side-by-sides, boats, campers, and/or trailers outdoors in a disorganized or haphazard manner or of vehicles that are not operable, all as may be more fully defined and described in the Regulations.

Section 12. "Light Industrial" shall mean any industrial use that meets the following requirements:

1. Maximum aggregate building size, excluding the square feet of any Subordinate Residential Use, shall be no greater than 5,000 square feet, except as may be otherwise permitted by the LUR (defined below). Total building size, including the Subordinate Residence, shall be equal to no more than 5,000 square feet plus the size of a Subordinate Residence, except that if the LUR permits a greater size in the future, these Covenants shall allow such greater size as permitted by the LUR.
2. Any Subordinate Residential use must comply with these Covenants.
3. The operation shall be wholly contained within buildings.
4. The Light Industrial use shall not produce any offensive noise, vibration, electrical or magnetic interference, glare, fumes, odors, smoke, dust, heat or waste noticeable at, or beyond, the property boundaries of the parcel on which the Light Industrial use is located.
5. Retail sales shall comply with the provisions contained in these Covenants.
6. Vehicles used as part of the Light Industrial use, other than parking for employees and customers, shall be parked inside buildings or within screened parking areas.
7. Parking for employees and customers shall meet the requirements of the Gunnison County Land Use Resolution. All references Gunnison County Land Use Resolution as it existed on February 16, 2016 ("LUR") shall apply and are incorporated herein by this reference.
8. Outside storage is permitted but shall be fully-screened from all roads and from neighborhood land uses.

Section 13. "Lot" shall mean a tract or lot as shown on the Plat and any subsequent plat, but not including Common Areas.

Section 14. "Member" shall mean any person holding membership in the Association.

Section 15. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot.

Section 16. "Plat" shall mean the Plat of Whetstone Industrial Park filed for record and bearing Reception No. 654063 of the real property records of Gunnison County, Colorado, and as the same may be amended or revised.

Section 17. "Regulations" shall mean such rules, regulations, policies and procedures as may be adopted and amended by the majority vote of the Board. The Regulations may not directly contradict these Covenants, but may further define or expound upon these Covenants and may resolve any ambiguity or uncertainty in these Covenants. To the fullest extent permitted by law, the Regulations shall be interpreted in a manner harmonious with these Covenants.

Section 18. "Subordinate Residential" shall mean that the ratio of residential use and the square footage of residential use areas to areas dedicated to other permitted uses in a given Building cannot be in excess of one to one, with residential square footage being the numerator and square footage of other permitted uses being the denominator. Subordinate Residential square footage is also limited to the maximum square footage set forth in Article 8. A "Subordinate Residence"

means such residence as is a permitted Subordinate Residential use under these Covenants. There must be parking adequate to serve both the Light Industrial use and any Subordinate Residence as determined by the LUR. The Subordinate Residence shall be legally and physically served by the same water and wastewater treatment systems that serve the Light Industrial use. The Subordinate Residence shall be structurally integrated within the building in which the Light Industrial use is located, share common roof lines and utility systems, and there shall be an internal access between the Light Industrial use and the residence. The Subordinate Residence shall contain a full kitchen and sanitation facilities. The Subordinate Residence shall comply with the applicable building code, adopted and amended by Gunnison County, and the requirements of the applicable fire protection district. When the district's standards conflict with County standards, the County shall only enforce the County standards.

ARTICLE 3: Association Matters

Section 1. Governance of Association. The Association shall have all powers and rights that may be afforded to a homeowners' association under CCIOA and the Colorado Nonprofit Corporation Act, as it may be amended from time to time, and these Covenants, including without limitation the power, authority and right to raise and impose assessments, foreclose liens for assessments, adopt and amend the Regulations, adopt and amend design guidelines, and any other right or power that may be exercised by an Association.

Section 2. Regulation of Common Areas and Activities Infringing Thereon. The Regulations shall contain such matters as are required by CCIOA and shall set forth such matters regarding the use of the Common Areas and the Lots as the Board believes appropriate. Specifically, but without limitation, the Regulations may include rules, regulations, policies and procedures prohibiting, limiting, restricting, or regarding hazardous activities, nuisances, noise, pets, parking, trash, debris, landscape maintenance, residence, accessory buildings, lighting, yard maintenance, junk, use of Common Areas and easements, home occupations, commercial activities, short term rentals, leases, marijuana cultivation, smoking, installing and maintaining of Improvements, and business enterprises. If permitted by these Covenants and the Regulations, all uses of, and activities on, the Property, including the Common Area and Lots, shall be subject to, and performed in accordance with, these Covenants and the Regulations. The Regulations may identify and define such uses and prohibit them, in whole or in part, on Common Areas and on Lots, or may identify and define such uses and permit them upon terms and conditions the Board believes to be in the best interests of the Association; provided, however, that such Regulations must be consistent with these Covenants. The Regulations shall also address matters such as enforcement of the Association Documents, imposition of fines, collection of Assessments, and reserve studies and funding. All Owners shall be bound by and comply with the Regulations. All Owners shall be responsible for, and liable to the Association for, any violation of the Association Documents by such Owner and such Owner's agents, guests, invitees, tenants, lessees, contractors, customers, and employees.

Section 3. Members. Each Owner shall be a Member; provided, however, that each Lot shall only have one membership, vote and share of common expenses, but all persons and entities that are Owners shall have the same rights to the use and enjoyment of the Common Areas.

Section 4. Grant of Utility Easements. The Association shall have the authority to give, grant, and convey a utility easement for the installation, construction and maintenance of underground utilities, Common Areas, and/or water lines over and across any right of way, road or street easement or roadway or street designed on the Plat. The Owner of each Lot hereby authorizes and empowers the Association, as its attorney in fact, to give and grant:

A. A utility and/or water line and/or ditch easement up to 10 feet in width within and adjacent to the exterior boundary line of each Lot for the installation, construction and maintenance of underground utilities, water lines, and ditches; provided, however, that such easements shall not traverse or overlap with any Building Envelope.

ARTICLE 4: Assessments

Section 1. Creation of Lien. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed, is deemed to covenant and agree to pay to the Association: (1) all regular assessments or charges; (2) special assessments and charges; (3) default assessments or charges; (4) late fees, returned check charges, default interest; (5) attorney's fees and costs; and (6) fines imposed against such Owner. All of such amounts shall be fixed, established and collected as determined by the Association. All of such amounts and any other amounts that the Association is entitled to recover against an Owner under CCIOA or other law shall be a charge and continuing lien upon the Lot against which such assessment is made or that such Owner may own, whichever may be applicable. The Association shall have a lien against each Lot to the fullest extent permitted and provided for by CCIOA. Such liens shall have the priority provided by CCIOA and shall be prior and superior to all other liens and interests in the Lots to the fullest extent provided by CCIOA.

Section 2. Purpose of Assessments. All assessments shall be levied for purposes permitted under Colorado law, including without limitation: maintenance of Common Areas, repair of Common Areas, snow removal from Common Areas, costs and expenses pertaining to the operation of the Association in the performance of its duties, legal fees, accounting fees, manager fees, and any other expense, fee, cost, obligation, debt or liability incurred by the Association upon the majority vote of the Board.

Section 3. Regular Assessments. Regular Assessments shall be imposed based upon an annual budget adopted by the Association all as provided by CCIOA.

Section 4. Special Assessments. Special Assessments shall be imposed as provided by CCIOA and for unbudgeted or unforeseen expenses or for those matters not adequately budgeted for. Any

special assessment in excess of $60,000.00 must be approved by a majority of the Members of the Association at a meeting properly called for such purpose.

Section 5. Default Assessments. All fines imposed against an Owner by the Association shall be a default assessment. Any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner shall be a default assessment.

Section 6. Nonpayment of Assessments. Any assessment, whether regular, special or default, which is not paid within thirty days of its due date shall be deemed delinquent. All delinquent assessments shall bear interest at 18% per annum. A late charge of 10% of the delinquent amount shall be charged on all delinquent assessments. The Association shall have all powers of collection and enforcement provided and permitted by law, including without limitation the power to collect delinquent assessments through judicial foreclosure of the lien created by these Covenants, through personal judgment against such delinquent Owner, through referring an account to a collections agency, through the filing of a statement of lien against a delinquent Owners' Lot in the Gunnison County, Colorado Clerk and Recorder's Office, and through such further actions as an association is entitled to take upon compliance with CCIOA.

Section 7. Liability for Assessments. In addition to the personal obligation of each Owner of a Lot to pay all assessments and the Association's lien on a Lot for such assessments, all successors to the ownership of a Lot shall be jointly and severally liable together with the prior Owner or Owners for any and all unpaid assessments, penalties, interest, costs, charges, expenses, attorneys' fees and other amounts secured by such lien.

Section 8. Immediacy of Collections. The Association's board of directors shall promptly and expeditiously act to ensure the timely payment of all Assessments. Assessment delinquencies are not to be tolerated. To the fullest extent permitted by law, Owners with delinquent Assessments should be pursued immediately through such judicial process as the Board of Directors believe will create the largest net recovery for the Association.

ARTICLE 5: Enforcement of Covenants

Section 1. Violations Deemed a Nuisance. Every violation of the Association's Documents, including without limitation these Covenants and the Regulations, shall be deemed to be a nuisance and is subject to all the remedies provided by law for the same, including without limitation abatement thereof.

Section 2. Failure to Comply. An Owner's failure to comply with any of the Association's Documents shall be grounds for the imposition of a fine in accordance with and pursuant to the Regulations, an action to recover damages, or for injunctive relief or for specific performance, or any or all of them.

Section 3. Who May Enforce. Any action for the enforcement or interpretation of these Covenants may be brought by the Association in the name of the Association and on behalf of the Owners, by the Owner of any Lot, and by Gunnison County.

Section 4. No Waiver. The failure of the Board, the Association, or any Owner to enforce or obtain compliance as to any violation shall not be deemed a waiver of the right to do so for any subsequent violation or the right to enforce any part of such documents.

ARTICLE 6: Use of Lots

Section 1. Permitted Uses. Each Lot shall be designated as industrial, Light Industrial, or Subordinate Residential at the time such Lot is conveyed by Declarant. Such designation shall be memorialized through the recordation in the real property records of Gunnison County, Colorado of a notice substantially in the form attached hereto as Exhibit B, which will be recorded on the title of the Lot conveyed and all Lots immediately adjacent thereto. Any Lot designated as industrial may be used for industrial purposes, including industrial purposes that meet the requirements for Light Industrial. Any Lot designated as Light Industrial may be used for Light Industrial uses, but shall not be used for any other industrial use. Any Lot designated as Subordinate Residential may be used for any industrial purpose that meets the requirements for Light Industrial and may also be put to Subordinate Residential use. No Lot designated as Light Industrial or Subordinate Residential may be put to any industrial use that does not meet the standards for Light Industrial. Every Lot may be used for limited commercial uses set forth in Section 3 of this article. All Lots shall be used exclusively for the uses for which they are designated. In no event may a Lot be designated for Subordinate Residential when adjacent to a Lot already designated for industrial. In no event may a Lot be designated for industrial when adjacent to a Lot already designated as Subordinate Residential. The designation of a Lot may only be changed by the written agreement of the owners of the designated lot, the owners of the adjacent lots, the Association, and Gunnison County as part of an administrative land use change application. Such amendment of a designation shall be permitted, but only permitted, if it will not result in a Subordinate Residential Lot being located adjacent to a Lot designated as industrial. Notwithstanding any of the above, however, a storage facility may have Subordinate Residential regardless of whether the storage facility qualifies as Light Industrial provided, however, that this provision does not allow Subordinate Residential adjacent to a Lot already designated for industrial.

A. Provided that such use is implemented in a manner that complies with the given Lot's designation, the following uses are expressly permitted:

    1. All manufacturing businesses or industries not expressly excluded;
    2. Contractor's yards or storage buildings;

3. Warehousing and mini-storage;
4. All wholesale uses;
5. Automobile storage, service and repair, including without limitation R.V., snowmobile, ATV, and boat service, repair and storage;
6. Machinery, heavy equipment and transportation equipment, storage, sales, rental, and service;
7. Public utilities;
8. Freight or trucking terminals;
9. Building material storage yard;
10. Distillery and brewing of beverages containing alcohol;
11. Commercial storage and retail sales of construction materials, including without limitation dirt, gravel, lumber, and other large construction materials that typically require a large warehouse for retail sales.

B. The following uses are expressly prohibited on all Lots:

1. Manufacturing, processing or warehousing or storage of explosives such as fireworks; and
2. Refining oil or other fossil fuels;
3. Kennels or hospitals for animals;
4. Marijuana or hemp grow operations or the manufacture and processing of marijuana and related products, including hemp;
5. Mixing plants for asphalt, concrete, mortar, grout and other masonry materials;
6. Any activity that will necessarily produce noise in excess of permitted residential levels by the State of Colorado between 10:00 p.m. and 4:00 a.m., such as activities that by their nature will produce substantial noise during those hours, unless such activity is related to snowplowing within the Property or ingress and egress for vehicles and equipment involved in off-site snowplowing activities.
7. Junkyards and the parking and storage of any Inoperable Vehicles.

C. Provided that such use is not expressly prohibited above, any Lot may be used for any industrial or Light Industrial Use consistent with its designation. It may not be possible to implement some expressly permitted uses identified above on a Lot identified as Light Industrial or Subordinate Residential and inclusion of permitted uses above should not be construed as excusing Light Industrial or Subordinate Residential Lots from meeting the requirements for Light Industrial with respect to any use implemented on such Lots. Notwithstanding the foregoing, if the use is not expressly permitted or prohibited above, the use may be permitted upon approval by the Board of Directors of the Association and upon an amendment to these Covenants specifically adding such use to the list of permitted uses. Such an amendment must also receive approval from Gunnison County, Colorado and any application to Gunnison County, Colorado will be at the Owner's sole expense.

Section 2. Building Envelope. All Buildings and other Improvements, including without limitation all primary structures and detached structures shall be located within the designated Building Envelope of the Lot (see sheet 3 of the Plat), except for driveways and approved landscaping. All septic systems will be designed, installed and maintained so as to comply with all applicable setbacks. All activities will be conducted in such a manner as to not cause damage to any septic system that is in use.

Section 3. Commercial Uses. In addition to the expressly approved purposes above, all Lots may also be used for incidental and subordinate commercial uses, such as the sale of goods or materials produced or manufactured, in whole or in part, on the Lot, or which are related to the goods or services produced or manufactured, in whole or in part, on the Lot. Wholesaling is expressly permitted. Also expressly permitted is the retail sales of construction materials, including without limitation dirt, gravel, lumber, and other large construction materials that typically require a large warehouse for retail sales. Any such retail seller of construction materials may also include incidental and subordinate retail, which would include, by way of illustration, retail sales of construction equipment and supplies.

Section 4. Additional Prohibited Uses. Camping, hunting, discharging firearms and practicing archery are prohibited on all Lots.

ARTICLE 7: Architectural Review and Approval

Section 1. Board. The Board shall be the Architectural Review Board.

Section 2. Review and Approval. No structure, fence, driveway, dwelling, accessory building, Building or other Improvement shall be commenced, constructed, erected or maintained on any Lot until the plans and specifications therefor have been submitted to and approved in writing by the Board in the manner hereafter set forth. Specifically, but without limitation, no landscaping shall be done, nor shall any exterior addition, change or alteration be made, nor any excavation or other site work be done, until the plans and specifications therefor have been submitted to and approved in writing by the Board in the manner hereafter set forth.

Section 3. Standards, Process, and Fee. The standards and procedure for submission of plans for approval, for review of plans, for denial of plans, for approval of plans, and the fee for such review shall be set forth in the design guidelines, which shall be a section of the Regulations and shall be adopted by the Board. The design guidelines shall be consistent with the standards set forth in these Covenants. The Board shall have the authority to impose a fee, which shall be set forth in the design guidelines, which fee may include the cost and expenses of retaining an architect to assist in the review of the matter, including without limitation ensuring compliance with the design guidelines, as well as such amounts as the Board believes to be appropriate to offset the cost to the Association associated with the implementation of such plans, which for example, may

include repair costs caused by additional construction traffic for a new Building. All plans and construction on any Lot must comply with these Covenants, including without limitation Article 5, which limits the use of Lots to certain purposes and limits the construction of Buildings and Improvements to the Building Envelopes, and Article 8, which specifically addresses certain construction matters required by Gunnison County. Among other things, the design guidelines will establish standards for construction, such as the burying of all electrical, telephone and other lines, provisions regarding antennas and satellite dishes and other matters.

Section 4. Mobile Homes, Temporary Structures, and Recreational Vehicles. No mobile home, trailer house, travel trailer, or other vehicle or temporary structure shall be permitted to be occupied overnight on any Lot. Storage of any mobile home, trailer house, travel trailer, recreational vehicle, ATV, snowmobile or similar vehicle must be wholly within an enclosure approved in accordance with the design guidelines. No snowmobile or ATV or similar vehicle, including without limitation any side by side, may be used on the roads or rights of way owned by the Association. No shipping containers, or any other storage container that is substantial similar to a shipping contain, may be stacked. If any Lot has more than four shipping containers, or storage containers that are substantially similar to shipping containers, the containers must be approved by the Association both in terms of location and aesthetics in accordance with the Association's design guidelines and must be adequately screened as set forth in the design guidelines.

Section 5. Continuity of Construction. All construction, reconstruction, alterations, and improvements shall be prosecuted diligently to completion and shall be completed within twelve months of the commencement thereof, unless an extension is granted by the Board for good cause.

Section 6. Partition of Lots. No Lot may be further subdivided or partitioned.

ARTICLE 8: Provisions Required By Gunnison County

Section 1. Lighting. Lighting is permitted provided, however, that all lighting must comply with the requirements of Gunnison County at the time of installation. Exterior lighting fixtures shall be full cutoff, fully-shielded, shielded by roof elements, or effectively recessed.

Section 2. Building Matters.

A. Total aggregate square footage for all Buildings per Lot shall not exceed the maximum size limitations in the LUR. The maximum size for Subordinate Residential use, not including garages or workshops, is 850 square feet or such greater square footage as may later be permitted by Gunnison County.
B. All Buildings and other Improvements other than driveways and approved landscaping must be within the Building Envelope. All Improvements must comply with the

setbacks from lot lines and roads as set forth in the LUR. Any excavation, except as approved by the Association and, as applicable Gunnison County, is prohibited.

C. Any metal roof must be non-reflective and have a color finish with no bright colors.

D. All Buildings and other Improvements shall be built in an exterior style and with colors and materials harmonious with the area. No roof shall contain wood shake shingles or other combustible roofing material. All colors of exterior walls and roofs will be natural or earth tones in color to blend with the natural surroundings, except that colored trim may be allowed upon approval of the Board. No A-frames, geodesic domes, or yurts shall be allowed, even temporarily.

E. No exterior radio, television, microwave or other antennae or antenna dish or signal capture or distribution device shall be permitted, installed or maintained on any Lot unless it is approved and consistent with the Regulations.

F. All chimneys will include spark arrestors on chimney terminations and all chimney caps or shrouds shall provide access for cleaning and servicing said chimneys.

G. Monitored, automatic fire suppression systems shall be included in all buildings.

H. No structure or Building shall exceed 45 feet in height; in addition, and as a further restriction on height, no structure or Building on Lot 3 shall exceed 42 feet in height, and no structure or Building on Lot 4 shall exceed 41 feet in height. For purposes of determining Building height, the base of the Building shall be considered to run from the elevations set forth on **Exhibit C** applicable to the location where the Building is constructed regardless of whether the elevation of the Lot is increased prior to construction.

Section 3. Compliance With Applicable Code; Fire Protection Matters. All Buildings and other Improvements will meet all applicable requirements of all applicable governing bodies, including without limitation the applicable fire code and building code. All Lots shall maintain defensible space to protect against wildfire hazards in such minimum distances and in such a manner as may be recommended from time to time by the local fire protection district and Gunnison County. Owners are referred to publications of the Colorado State Forest Service, the Gunnison County Weed Specialist, and the Gunnison County Public Works Department. Wildfire mitigation shall be conducted in such a fashion as to minimize soil erosion, removal of existing vegetation, thinning of trees, and adverse impacts to wildlife beyond that which is necessary. The Lots are located within the boundaries of the Crested Butte Fire Protection District, and the Crested Butte Fire Protection District shall have the authority to enforce the fire protection provisions of these Covenants. All building foundations shall be designed by a Colorado registered engineer or architect. All applications to Gunnison County for building permits must comply with all applicable building codes adopted and amended by Gunnison County, and with any applicable energy and resource conservation standards required by the County at the time of such application.

Section 4. Landscaping and Buffering on Common Areas by Association. Plant materials and landscaping elements are to be used throughout the subdivision (including in the Common Areas) in order to provide for privacy and preserve and enhance the unique identity of the site. The

Association shall maintain all landscaping and buffering on the Common Areas. Landscaping will be kept and maintained in a natural state except with respect to any landscaping or buffering placed for purposes of buffering.

Section 5. Water Usage, Lawn Irrigation and Site Disturbances. Water to the Property is supplied by a well (or wells) owned by the Association and no Owner may drill or use any other water system. The Association will be responsible for owning and maintaining any and all water rights, water augmentation ponds, and wells used in the water system. Any site disturbance, including permitted and approved excavation, must be promptly revegetated. No landscaping shall alter or interfere with drainage from the Property. All applicable buffers from the Slate River will be observed, and Owners shall protect the Slate River during and after construction from all construction debris and other uses on such Owner's Lot. Excavation or disturbance of the bioswale is prohibited without Association approval. All Owners and the Association shall have the obligation to provide Gunnison County with access to obtain water samples from the Slate River for testing purposes during normal business hours upon seven days written request, which shall not occur more frequently than four times per year.

Section 6. Solid Fuel Burning Devices. Owners shall adhere to the regulations regarding solid-fuel-burning devices contained in the LUR. These regulations include, but are not limited to, the requirement that there be no more than one approved solid-fuel-burning devices installed per Building.

Section 7. Roads And Snow Removal. The Association shall remove snow from the private roads owned by the Association and any private parking spaces on Common Areas owned by the Association. Plowing, dumping and storage of snow in the Slate River is prohibited. Snow storage by the Association shall be upon Common Area and in no event within 30 feet of the Slate River. Snow storage by an Owner shall be entirely within the Owner's Lot. Upon completion of construction of the private roads, the Association shall at all times keep such roads in good repair and maintain the same in suitable condition for the use of the Members. The Association shall have no obligation to maintain public roads that any governmental entity has agreed to maintain nor shall the Association maintain private driveways. The Association will not maintain driveways or private roads belonging to anyone other than the Association. The Association shall be entitled to make full use of all rights of way, roads and street easements for snow removal and storage. No fences or other Improvements shall be constructed or maintained in the rights of way and roads as shown on the Plat. No Owner may use the rights of way or roads shown on the Plat for purposes of snow storage. Owners may use Open Space 2 to store snow removed from such Owners' Lots provided: (i) that the snow is not contaminated as defined in the Regulations, and (ii) the Association may provide additional rules and regulations regarding the use of Open Space 2 for snow storage in its Regulations.

Section 8. Standards to Ensure Compatible Uses. Hazardous uses, nuisances and excessive noise, all of which may be further defined in the Regulations, are prohibited. Construction activity

is limited to between the hours of 7:00 a.m. to 8:00 p.m., unless such activity is related to snowplowing within the Property or ingress and egress for vehicles and equipment involved in off-site snowplowing activities. All trash must be promptly placed in bear proof trash receptacles. All pet food shall be securely stored.

Section 9. Amendment. No amendment to the definition of Subordinate Residential under article 1 or any amendment to articles 6 or 8 of these Covenants shall be effective until approved by Gunnison County.

Section 10. Use and Maintenance of Common Areas. Common Areas shall be used and maintained consistent with their purpose. The Association shall maintain the Common Areas. Minimal impact use by owners, such as walking and bicycling, will be permitted in all Common Areas. Camping, hunting, discharging firearms, practicing archery, and open fires are prohibited on all Common Areas, as well as any other use prohibited on the Common Areas by the Board in the Regulations.

Section 11. Domestic Animal Control; No Livestock.

A. Domesticated household pets shall not be allowed, kept, or maintained on any lot except for service animals, animals used to provide security, or no more than one domestic animal kept within residential housing subordinate and ancillary to a Light Industrial use, which domestic animal is restrained at all times either by leashing or confinement within the lot or structures thereon.
B. No horses or other livestock shall be allowed on the Property.
C. Household animals, including those of visitors, guests, and construction workers, must be controlled by kenneling or leashing. No vicious animals shall be permitted.
D. If any animal is unreasonably or repeatedly noisy, unruly, or creates a disturbance within the Property, it shall promptly be removed by the owner thereof, or it may be removed by the Association at the expense of the animal's owner or the responsible property Owner, and with no liability owed by the Association as a result of such removal.
E. Gunnison County shall have the authority to enforce the animal control restrictions set forth in the Covenants, and any expense of enforcement by Gunnison County shall be at the expense of the responsible individual or property Owner. If the responsible individual or property Owner fails or refuses to reimburse Gunnison County for such expense, the Association shall reimburse Gunnison County and any amount so reimbursed by the Association shall become a lien in favor of the Association against any Lot or Lots owned by the owner of the animal necessitating the enforcement action and if such person is not an owner of a Lot, against the Lot of the Owner of whom such person is a guest, invitee, lessee, tenant or visitor. All Owners shall be responsible to, and liable to, the Association for the actions of the animals of their tenants, contractors, employees and any other invitees.

Section 12. Fencing. The Association may erect and maintain exterior fencing to the extent necessary to protect against agricultural uses on adjacent properties. All other fencing must be approved in advance as an Improvement by the Association in accordance with these covenants and the design guidelines.

Section 13. Signs. All signs within the subdivision except to the extent required to be permitted by law must be approved in advance by the Association as an Improvement in accordance with these covenants and the design guidelines. Owners also must comply with all Gunnison County regulations, including obtaining a sign permit as may be required, prior to installing any sign. Notwithstanding the foregoing, signage as is typically used for real estate sales may be placed on Lots that are for sale without the prior approval of the Association provided that such signage complies with all applicable law, including Gunnison County regulations, as well as any rules and regulations of the Association. Declarant and the Association shall not be bound by this signage limitation and may have any signage not prohibited by Gunnison County or any applicable laws.

Section 14. Parking. All vehicles, heavy equipment, machinery, and trailers shall be parked only within individual Lots and shall be operational. Each Lot shall provide sufficient parking areas so that no parking shall occur on the roads, easements, or right of ways within the subdivision.

Section 15. Weed Control and Revegetation. Following construction of any Improvements and any other site disturbance, if required by applicable law, the ground shall be revegetated in accordance with the reasonable recommendations of Gunnison County's Weed Control Specialist. Owners must attempt to comply with the most current version, if any, of the Gunnison Basin Weed District Management Plan or such other plan as may be prescribed by the Gunnison County Weed District of general applicability, if any, as well as any earthmoving site revegetation and noxious weed control plan adopted by the Association.

ARTICLE 9: Provisions Pertaining To CCIOA

Section 1. CCIOA Community. Whetstone Industrial Park is a common interest community that is a planned community governed by the Association. The common interest community is subject to CCIOA. The common interest community is located in Gunnison County. A legally sufficient description of the real estate included in the common interest community is attached hereto as **Exhibit A**. The boundaries of each unit created by the Covenants is set forth on the Plat, including the unit's identifying number and its size. There are no limited common elements.

Section 2. Allocation of Interests. There are 17 Lots. Each Lot has one voting interest as set forth above and one share of common expense liability. Each Lot is allocated 1/17th of the vote in the Association and 1/17th of the common expenses of the Association.

Section 3. Lot Line Eliminations and Building Envelope Adjustments. Upon receiving all required governmental approvals and the approval of the Association, an Owner of adjacent Lots may cluster the Lots in order to remove the lot lines between the adjacent Lots; provided, however, that the clustered Lots will remain liable for the same allocation of common expense liabilities and be entitled to the same allocation of votes as they were subject to and entitled to prior to such clustering. Building envelopes may be adjusted upon receipt of all required governmental approvals and the approval of the Association and, similarly, will not alter the allocation of interests set forth above.

Section 4. Declarant Control. Declarant (or any successor declarant) shall have all the powers and rights permissible under CCIOA during the period of declarant control, as defined under CCIOA, including without limitation the power to appoint and remove Directors and officers. The period of declarant control commenced upon the recordation of the Original Covenants and will end at the earlier of fifty years from the date of recordation of the Original Covenants or at such time as these rights are required expire or terminate under CCIOA.

Section 5. Development Rights. Declarant reserves the following development rights and special declarant rights: (1) the right to maintain a sales office, management office, or models in the common interest community and any such sales office, management office, or model shall be owned by Declarant and shall not be a common element and shall be removed promptly after the expiration of the timeframe set forth herein for the exercise of development rights, (2) the right to complete improvements as contemplated on the plat filed with this Declaration, (3) the right to create or amend Lots or Common Area, (4) the right to create, use and provide Owners with the right to use any trail, utility, access and other easements through the Common Area and/or through any Lot for the purpose of implementing the development plan provided, however, that no such trail, utility, access or other easement shall cross or enter any Building Envelope, (5) the right to amend the Plat and these Covenants, including without limitation the right to unilaterally amend the Plat and these Covenants to exercise any development rights or special declarant rights to the fullest extent permitted by CCIOA, and (6) the right to amend these Covenants and the Plat to correct any clerical, typographical, or technical errors. All development rights and special declarant rights shall expire, and must be exercised prior to, the earlier of fifty years from the date of recordation of the Original Covenants or such time that such rights are required to expire or terminate under CCIOA. No development right needs to be exercised with respect to different parcels of real estate at different times and all development rights may be exercised with respect to different parcels of real estate at different times or at the same time. No assurances are made with regards to which parcels or portions of real estate will be subjected to the exercise of each development right or the order thereof. If any development right is exercised in any portion of the real estate subject to that development right, that development right need not be exercised in all or in any other portion or remainder of that real estate. The scope of any easement established by the Declarant shall also be established by the Declarant, and the Declarant and Association shall have the right to use, and provide to others, access and use by heavy equipment and all manners of vehicles and equipment to any easement shown on the Plat or added by Declarant.

Section 6. Notice. Notice of matters affecting the common interest community may be given to Owners by the Association or other Owners by posting the same at an entrance to the subdivision on a message board or post erected for such purpose. In addition, the Association may give notice of matters to Owners by providing such notice by email to any email address for an Owner provided by such Owner to the Association. Notice may also be given by regular, U.S. mail sent to the address of record for the Owner as made available online by the Gunnison County Assessor.

ARTICLE 10: Duration of Covenants; Miscellaneous

Section 1. Term. These Covenants shall remain in effect perpetually from the date of recordation of the Original Covenants.

Section 2. Amendment. Except to the extent that a different percentage is required by CCIOA, these Covenants may not be waived, abandoned, terminated or amended, in whole or in part, except by an instrument: (i) setting forth the written consent of the owners of two-thirds of the Lots or containing the certification by the Secretary of the Association that the owners of two-thirds or more of the Lots voted in favor of such amendment at a duly called and properly noticed meeting of the membership, and (ii) if required by Article 8, Section 9, approved by the Board of County Commissioners of Gunnison County. No mortgage or lienholder approval is required.

Section 3. Severability. These Covenants shall, to the fullest extent possible, be construed so as to give validity to all of the provisions hereof. If any provision or portion of provision in these Covenants is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or portion thereof or section hereof and all other provisions, portions of provisions, and sections shall remain in full force and effect.

Section 4. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

Section 5. Headings. The headings on any section or article are included only for the purposes of convenient reference and shall not affect the meaning or interpretation of these Covenants.

Section 6. Limitation of Liability. Neither the Association nor any officer, director or other representative of the Association shall be liable to any party for any action or for any failure to take any action with respect to any matter arising by, through, or under these Covenants if the action or failure to act was made in good faith. The Association shall indemnify all officers, directors or other representatives of the Association with respect to any action taken in their official capacity as provided in the Articles of Incorporation and Bylaws of the Association. Such

indemnification shall include repayment of all costs and expenses incurred, including reasonable attorneys' fees.

Section 7. Attorneys' Fees. The Association shall be entitled to recover attorney's fees and costs as provided by CCIOA as shall any other party. In the absence of an applicable attorney's fees provision under CCIOA, the prevailing party in any legal action in any Court of law to enforce or interpret any provisions of the Association Documents shall be entitled to recover from the non-prevailing parties reasonable attorney's fees and costs incurred in such legal action, including without limitation all costs and fees incurred in collection, on appeal, and in bankruptcy proceedings.

Section 8. Applicable Law. Gunnison County, Colorado district court or county court shall be the exclusive venue for any action arising out of or relating to the Association Documents or any other dispute between the Association and any Owner provided, however, that the Association may establish exclusive venue, means, and procedures for the enforcement of fines, which may include binding arbitration.

IN WITNESS WHEREOF, the these Covenants are certified by the Secretary of the Association to have been voted in favor of by the Owners of more than two-thirds of the Lots at a duly called and properly noticed meeting of the membership and upon approval of the Board of County Commissioners of Gunnison County.

Whetstone Industrial Park Lot Owners Association, Inc., a Colorado nonprofit corporation

By: William J. Lacy Jr
William J. Lacy Jr, Secretary

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing was acknowledged before me this 8th day of NOVEMBER, 2018, by WILLIAM J. LACY, JR. as Secretary of Whetstone Industrial Park Lot Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 5-16-2022.

KAITLYN GRACE JOHNSON
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20184020932
My Commission Expires 5/16/2022

Kaitlyn Grace Johnson
Notary Public

EXHIBIT A

A parcel of land lying South and West of the Colorado State Highway 135 right-of-way, and situated in Government Lot 1 and Government Lot 2, Section 18, Township 14 South, Range 85 West and also situate in the E1/2NE1/4, Section13, Township 14 South, Range 86 West, all of the 6th P.M., County of Gunnison, State of Colorado, said parcel being a portion of that property described in the Deed recorded as Reception No. 292370 of the Gunnison County records, and being more fully described as follows:

Beginning at a point on the west line of Lot 1 of "RIVERLAND - AN INDUSTRIAL PARK, FILING 1", as shown on the Plat thereof, recorded as Reception No. 369534 of the Gunnison County records (from which a Rebar and Cap Stamped "LS 11250", found in place for the northwest corner of said Lot 1 bears N 31°35'24" W a distance of 15.57 feet, and from which a 3" Aluminum Cap, LS # 11250 found in place for the 185.7 foot Witness Corner to the Northeast Corner of Section 13 bears N38°16'01"E a distance of 727.03 feet);

thence S 31°35'24" E along the westerly line of said Lot 1 a distance of 135.21 feet to the Southwest Corner of said Lot 1;

thence S 80°51'37" E along the southerly line of said Lot 1, a distance of 242.00 feet to the westerly line of Lot 2 of the "Replat of Lots 2, 3, 4, Riverland Filing 1" and shown in that document recorded as Reception No. 467259 and Reception No. 489063;

thence S 19°21'37" E along said westerly line, a distance of 168.69 feet to the Southwest Corner of said Lot 2, also being the Northwest Corner of that parcel of land described in the Warranty Deed recorded as Reception No. 607486 of the Gunnison County records;

thence along the southerly line of said parcel described in said Warranty Deed recorded as Reception No. 607486, the following six (6) courses:

1. S 59°08'23" E a distance of 98.35 feet;

2. 52.55 feet along the arc of a non-tangent curve to the left, having a radius of 210.00 feet, a central angle of 14°20'15", the chord of which bears S 66°18'30" E a distance of 52.41 feet;

3. S 73°28'38" E along said southerly line, a distance of 157.18 feet to the southerly most corner of said parcel;

4. 77.94 feet along the arc of a non-tangent curve to the right, having a radius of 190.00 feet, a central angle of 23°30'13", the chord of which bears N 40°25'40" E a distance of 77.40 feet;

5. N 52°10'47" E a distance of 24.01 feet;

6. N 65°23'11" E a distance of 74.70 feet to the Northwest Corner of that parcel of land described in the Warranty Deed recorded as Reception No. 607485 of the Gunnison County records;

thence along the northerly line of said parcel, the following five (5) courses:

1. N 67°23'11" E a distance of 5.32 feet;

2. 164.93 feet along the arc of a non-tangent curve to the left, having a radius of 85.00 feet, a central angle of 111°10'20", the chord of which bears S 78°48'49" E a distance of 140.25 feet;

3. N 45°36'01" E a distance of 84.97 feet;

4. 32.64 feet along the arc of a curve to the right, having a radius of 190.00 feet, a central angle of 9°50'33", the chord of which bears N 50°31'18" E, a distance of 32.60 feet

5. N 55°26'34" E a distance of 16.54 feet to the southwesterly right-of-way of Colorado State Highway No. 135 as described in the Right of Way Deed recorded in Book 291 at Page 40 of the Gunnison County records;

thence along said right-of-way, the following three (3) courses (record bearings in said deeds being rotated 00°03'29" clockwise to coincide with basis of bearings used for the various Riverland Industrial Park plats);

1. S 34°44'31" E a distance of 391.85 feet;

2. 566.70 feet along the arc of a curve to the left, having a radius of 1960.00 feet, a central angle of 16°33'58", the chord of which bears S 43°01'01" E, a distance of 564.73 feet;

3. S 51°18'18" E a distance of 173.10 feet to east line of said Government Lot 2 of Section 18;

thence S 00°50'48" E along said east line, a distance of 884.04 feet to the northeasterly line of that Conservation Easement described in Reception No. 607494 of the Gunnison County records;

thence along said northeasterly line the following six (6) courses, (record bearings for said six (6) courses being rotated 00°00'30" counter-clockwise to coincide with basis of bearings used for the various Riverland Industrial Park plats);

1. N 67°22'22" W a distance of 674.52 feet (record distance being 674.34 feet);

2. N 62°16'49" W a distance of 202.22 feet;

3. N 45°58'14" W a distance of 433.65 feet;

4. N 37°05'15" W a distance of 673.47 feet;

5. N 28°43'04" W a distance of 542.76 feet;

6. N 25°09'49" W a distance of 341.88 feet to the southerly line that "Access Road" described in Reception No. 607499 of the Gunnison County records;

thence along said southerly line the following three (3) courses;

1. N 87°00'05" E a distance of 47.07 feet;

2. N 87°58'18" E a distance of 44.29 feet;

3. N 84°00'59" E a distance of 50.11 feet to the point of beginning, said parcel containing 38.196 acres, more or less.

Excepting therefrom:
Lot 1, RU Subdivision, containing 3.000 acres, as shown on the Plat thereof, recorded as Reception No. 607489 of the Gunnison County records.

Resulting acreage of the subject parcel being 35.196 acres, more or less.

Basis of bearings for this description is a bearing of N00°30'45"W. between the 3" Aluminum Cap, LS # 11250 found in place for the 185.7 foot Witness Corner to the Northeast Corner of Section 13, and a Rebar and Aluminum Cap, LS # 23502 found in place for the South One-Sixteenth Corner at the Section Line common to Sections 7 and 12.

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EXHIBIT B

DESIGNATION OF LOT
AND
POTENTIAL RESTRICTION ADJACENT LOTS

This designation is for the following lot:

Lot ____ according to the Plat of Whetstone Industrial Park filed for record the ___ day of _____, 2017 and bearing Reception No. _____ of the real property records of Gunnison County, Colorado (hereinafter, the "Designated Lot").

The Designated Lot shall be limited to the following use: _____ Industrial
_____ Light Industrial
_____ Subordinate Residential
(check or otherwise mark only one)

The Designated Lot is adjacent to the following lots:

Lot(s) _____ according to the Plat of Whetstone Industrial Park filed for record the _____ day of _____, 2017 and bearing Reception No. _____ of the real property records of Gunnison County, Colorado (the "Adjacent Lots")

If the Designated Lot is designated as industrial, the Adjacent Lots may not be used for, nor designated as, Subordinate Residential. If the Designated Lot is designated for Subordinate Residential, the Adjacent Lots may not be used for, nor designated as, industrial (but may be designated as Light Industrial or Subordinate Residential). See article 6 of the covenants for the subdivision for more information.

L&D Ranches, LLC, a Colorado limited liability company
By: Lacy Construction, Inc., its Managing Member

By:_____
William Joseph Lacy, Jr., President

STATE OF COLORADO)
)ss.
COUNTY OF GUNNISON)

The foregoing was acknowledged before me this ____ day of _____, 201___, by L&D Ranches, LLC, a Colorado limited liability company, by Lacy Construction, Inc., its Managing Member, by William Joseph Lacy, Jr., its President.
Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public

EXHIBIT C

Building Envelope Elevations	
Lot #	ELEVATION
1	8830
2	8830
3	8830
4	8830
5	8828
6	8827
7	8824
8	8822
9	8824
10	8826
11	8828
12	8832
13	8836
14	8838
15	8838
16	8838
17	8838

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APPROVAL
OF AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
WHETSTONE INDUSTRIAL PARK

INTRODUCED by Commissioner Mason, seconded by Commissioner Houck, and adopted on this 22nd day of January, 2019.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

Jonathan Houck,
Chairperson

ATTEST:

Gunnison County Clerk and Recorder

GUNNISON COUNTY SEAL COLORADO

EXHIBIT D

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS WHETSTONE INDUSTRIAL PARK

This First Amendment to Amended and Restated Declaration of Protective Covenants Whetstone Industrial Park (this "First Amendment") is adopted upon the affirmative vote and written consent of the owners of two-thirds or more of the Lots and the written approval of the Board of County Commissioners of Gunnison County, Colorado and amends that certain Amended and Restated Declaration of Protective Covenants Whetstone Industrial Park as recorded in the real property records of Gunnison County, Colorado at reception number 658375 (the "Covenants"). Capitalized terms used in this First Amendment that are not defined in this First Amendment shall have the meaning set forth in the Covenants. **This First Amendment shall be indexed in the grantee's index in the name of Whetstone Industrial Park and in the name of Whetstone Industrial Park Lot Owners Association Inc., and in the grantor's index in the name of Whetstone Industrial Park Lot Owners Association Inc. and each of the individual Owners that executed an approval as recorded herewith.** The Covenants are amended as follows:

1. The following new Section 5 is added to ARTICLE 6 of the Covenants:
   Section 5. Lot 9. Notwithstanding any other provision of these Covenants to the contrary, Lot 9 is hereby designated as Subordinate Residential and may be used for Subordinate Residential. Lot 10 has been designated as industrial and no Subordinate Residential use on Lot 9, including its subordinate residence, shall in any way impair, restrict, curtail or otherwise limit the use of Lot 10 for industrial purposes. Specifically, but without limitation, it is the obligation of the owner of Lot 9 to construct and place any subordinate residence on Lot 9 in such a manner as to mitigate impacts from current and future industrial uses on Lot 10 so as to ensure the impacts on the subordinate residence do not exceed those consistent with a subordinate residential use, including impacts such as noise and light. If at any time the subordinate residence on Lot 9 becomes unsafe or unhealthy for occupancy because of the industrial use on Lot 10, the occupancy of the subordinate residence on Lot 9 shall cease until it is deemed safe and healthy by Gunnison County.

Except as set forth above, the Covenants remain in full force and effect and are not otherwise amended by this First Amendment.

Executed this ____ day of _____, 2023.

Whetstone Industrial Park Lot Owners Association, Inc.

By: _____
Its: Secretary

CERTIFICATION

I, _____, as Secretary of Whetstone Industrial Park Lot Owners Association, Inc., a Colorado non-profit corporation, hereby certify that pursuant to C.R.S. § 38-33.3-217 and the Covenants, this First Amendment is adopted upon the affirmative vote and written consent of the owners of two-thirds or more of the Lots and the written approval of the Board of County Commissioners of Gunnison County, Colorado. A copy of the written consent of the Owners and a copy of the written approval of the Board of County Commissioners of Gunnison County, Colorado are included with this First Amendment.

Whetstone Industrial Park Lot Owners Association, Inc.

By: _____
Its: Secretary

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

This document was acknowledged before me this ____ day of _____, 2023, by _____ as Secretary of Whetstone Industrial Park Lot Owners Association, Inc.
Witness my hand and official seal.
My commission expires: _____.

_____
Notary Public

WHETSTONE INDUSTRIAL PARK
WRITTEN BALLOT AND CONSENT

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To be counted your written ballot must be returned no later than May 5, 2023 and must be returned to the Association at the offices of Law of the Rockies, 525 N. Main Street, Gunnison, CO 81230, by email to jwith@lawoftherockies.com, or by DocuSign or other electronic signature provided by Law of the Rockies at your request. Your consent and ballot may be by electronic signature. If you vote in favor of the amendment you are also providing your written consent to the amendment.

The proposal is: to amend the Covenants as set forth in the proposed First Amendment set forth above, which is incorporated herein by this reference.

FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: ALPINE AMMEX COMPANY

Signature(s) of Owners: _____ CEO

Lot No(s): 1, 2, 3 AND 4

Date: 4/21/23

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

DocuSign Envelope ID: 17F9AF6C-B19B-4E47-945E-1C864EB237E0

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FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: DNA RANCH LLC

Signature(s) of Owners: By: DocuSigned by: Adam Zatorski 3FB2893383EC46F...

Adam Zatorski, its Member

Lot No(s): 8

Date: 4/26/2023

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

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FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners* L&D Ranches LLC By: Bill Lacy, president

Signature(s) of Owners: Bill Lacy

Lot No(s): 9

Date: 04/24/2023

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

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FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Darton Zink, Manager - Gunnison Valley Investments, LLC

Signature(s) of Owners: _____ _____

Lot No(s): 16 + 17

Date: 4/26/23

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FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Lacy Construction Company LTD By: Bill Lacy, President

Signature(s) of Owners: Bill Lacy

Lot No(s): 13, 14, and 15

Date: 04/24/2023

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

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FOR AMENDMENT: X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Gunnison Valley RTA Mountain Express

Signature(s) of Owners: Janet R. Farmer Board Chair

Lot No(s): 10, 11, & 12

Date: _____

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FOR AMENDMENT: yes X

AGAINST AMENDMENT: _____

Please indicate your vote by a check, X, or initialing.

Printed Name(s) of Owners*: Stewart Hunter _____

Signature(s) of Owners: _____ _____

Lot No(s): 5, 6, 7

Date: 5/3/23

*If the unit is owned by a trust, corporation, limited liability company or other entity, please print the name of the entity, sign on behalf of the entity, and indicate the capacity in which you are signing, e.g. trustee, president, member.

APPROVAL OF FIRST AMENDMENT
TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
WHETSTONE INDUSTRIAL PARK

INTRODUCED by Commissioner _____, seconded by Commissioner _____, and adopted on this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

_____
Jonathan Houck,
Chairperson

ATTEST:

_____
Gunnison County Clerk and Recorder